AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 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, March 9, 2026

   B. Acceptance of Public Infrastructure - Grant Park Villas Lot 1

      Reference:
      Resolution 26-20 - Grant Park Villas Lot 1

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

9. Unfinished Business

A. Award of Contract - 2026 Street Preservation/N. Madison Reconstruction Project (pg 34)

Reference:
Bill 4020
Contract
2026 Street Preservation Map Revised 1-27-26

This project will repair and replace the asphalt pavement on approximately 12 lane miles of City streets.

- City Council, 03/09/2026: Approval, 8-0

B. Extraterritorial Municipal Sewer Service Agreement (pg 93)

Reference:
Bill 4023
Agreement
Connection Map - 1420 Hickory St

This extraterritorial sewer service agreement will allow the owners of the property located at 1420 Hickory St. in unincorporated Cass County to connect to the City's sanitary sewer system.

- City Council, 03/09/2026: Approval, 8-0

C. Award of Contract - 58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair (pg 110)

Reference:
Bill 4021
Signed Contract - 58 Highway Ramp Sidewalk

The 58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair project primarily consists of a 3-inch deep asphalt milling with a 3-inch asphalt overlay and curb replacement. Additional work includes the repair or replacement of storm sewer lids, curbs and sidewalks as needed.

- City Council, 03/09/2026: Approval, 8-0

D. Award of Contract - T.B. Hanna Station Tree Maintenance and Removal (pg 158)

Reference:
Bill 4022
TB Hanna Contract - Signed
Arbor Masters Proposal
Bid Tab

This project includes tree trimming, tree removal and stump grinding services for pre-identified trees at T.B. Hanna Station and the newly expanded areas west of South Adams Street.

- City Council, 03/09/2026: Approval, 8-0
- Parks and Recreation Board, 02/24/2026: Approved 6-0

10. New Business

A. Prairie Acres Lot 1 Rezoning "A" to "RE" (public hearing) (pg 201)

Reference:
Bill 4025
Rezoning Staff Report
Attachment 1 Rezoning Boundary Exhibit
Attachment 2 Site Photos

Kent Stark, owner of 707 N. Prairie Lane, is requesting rezoning approval for approximately 4.54 acres of land currently encompassing a residential home and accessory agricultural buildings. The request seeks to transition the parcel from "A" Agriculture to "RE" Rural Estate to bring the tract into compliance with the City’s Zoning Code.

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

B. Prairie Acres Lot 1 Final Plat (pg 214)

Reference:
Bill 4026

Final Plat Staff Report
Attachment 1 Final Plat Drawing
Attachment 2 Site Photos

Kent Stark, owner of the property at 707 N. Prairie Lane, is requesting final plat approval of Prairie Acres Lot 1, a 4.54 acre tract of land located east of N. Prairie Lane just inside the northern boundary of the Raymore city limits.

- Planning and Zoning Commission, 2/17/2026: Approval 6-0

C. 38th Amendment to Unified Development Code - Residential Design Standards (public hearing) (pg 227)

Reference:
Bill 4024
38th Amendment Staff Report
Executive Summary
Standards Detailed Summary (Non-Code Format)

The proposed 38th amendment to the Unified Development Code seeks to add new residential design standards for all single and two-family homes, aimed at discouraging monotony within the City's residential neighborhoods. The code amendment proposes to add requirements for variation in lot-widths, street-facing facades for new homes, and enhanced landscape standards for new construction.

- Planning and Zoning Commission, 03/03/2026: Approval 7-0

D. Award of Contract - City Hall Lawn and Landscape Services (emergency reading) (pg 291)

Reference:
Bill 4027
Contract

This item is a contract for lawn and landscape services for certain City properties. Staff recommends award of contract to Outdoor Solutions, LLC for the 2026 mowing and lawn maintenance season.

- No previous action on this item

E. Award of Contract - Justice Center Conceptual Design Services (pg 309)

Reference:
Bill 4028
RFQ Contract

As part of the City's comprehensive process to advance the process of a future justice center, staff recommends award of contract for concept design services for the Raymore Justice Center to PGAV Architects.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

RAYMORE
public works

PUBLIC WORKS MONTHLY REPORT

March 2026

ENGINEERING DIVISION

Capital Projects Under Construction

- A pre construction meeting was held for the Willow Hills culvert repair project.
- A pre construction meeting was held for the Dean Ave curb replacement phase 1 project.
- Curb and Ramp repair contract has been awarded.
- Street Preservation including N. Madison reconstruction and Maintenance of Thoroughfares contract has been awarded.
- The 58 Hwy phase 1 project has been awarded.
- The Dean Avenue Access Modifications project is live for bidding.
- The Crack Seal project is advertised to bid.

Development Projects Under Construction

- Sendera 2nd plat - Working on final punchlist items
- Creekside Ranch - Working on punchlist items
- Iconic - Installing water line
- Madison Valley 4th - Working on as builts and final punch list.
- Madison Valley 5th - Working on as builts and final punch list.
- Prairie View of the Good Ranch Phase 2- Installing public infrastructure.
- Branched Out Plaza- Working to complete the water tie-in for their fire line on 58 Highway.

OPERATIONS & MAINTENANCE DIVISION

- 32 Completed Customer Service Requests
- 52 City Hall Work Orders
- 453 Locates
- 13 Driveway Inspections
- 9 Sidewalk Inspections
- 13 Curb Inspections
- 15 Final ROW Inspections
- 22 Sewer Inspections
- 29 Water Taps
- 23 Water Inspections
- 11 Meters Activated
- 6 Meters Replaced

Road Maintenance:

- Patched 256 potholes city wide.
- Assembled and organized trash and recycle carts.
- Repaired yards that were damaged during the recent snow plow event.

- Continued with street sweeping city wide.
- Continued with storm inlet cleaning.
- Dropped off the street sweeper for repairs.
- Replaced 25 ft of curb on Creekview Ln.
- Cleaned up dirt and rock spilled by a contractor at N Madison and 163rd St.
- Completed the "Emergency Snow Route" sign replacement project.
- Continued with storm inlet cleaning.
- Milled out 215 ft of asphalt and replaced it with 11 tons of asphalt on Shagbark Dr.
- Cleaned 112 storm inlets and completed storm inlet cleaning in zone 2.
- Picked up the street sweeper after repairs were completed.
- Continued street sweeping city wide.
- Added rock to the lower lot of the Public Works facility.
- Hauled off 30 tons of spoil from the Public Works facility to Raptor Disposal.
- Replaced the brine electronic valve on the anti-ice spray system.
- Replaced a stop sign at Sycamore Dr. and S Franklin St.

Water and Sewer Services:

- Crews worked a water main break on Feb. 9 at 400 Johnston Dr.
- Investigated water valves on Dean Ave. for Nuuly fire flow.
- Worked on the oxygen system at Owen Good Lift Station.
- Repaired a Probe at Whitetail Lift Station.
- Evaluated pump #2 Issues at Morningview Lift Station.
- Replaced a water meter at 800 E Walnut St.
- Flushed 2 fire hydrants.
- Continued hydrant painting with more than 60 fire hydrants painted city wide.
- Repaired a fire hydrant that was hit by a vehicle at 1300 Aberdeen Cir.
- Replaced a manhole ring and lid at 1100 E Walnut St.
- Completed meter activations for new meter installations.
- Stale meters were identified and repairs completed as necessary.
- Station maintenance was performed.
- Completed routine water and sewer customer service requests.
- Customer service and customer service training continued.
- Investigated and "tested" a water line shut down on S Sunset Ln. for a future fire hydrant replacement.
- Excavated and reset the valve bonnet at Buena Vista and S Sunset Ln.
- Excavated and repaired a manhole at 1205 Cooper Dr.
- Excavated and replaced 5 meter pits.
- Raised a meter pit located at 318 N Park Dr.
- Performed water turn disconnects and restores for non-payment utility accounts.
- Installed carbon filters for odor control in the Madison Creek Subdivision.
- Replaced the isolation valve and check valve at the Whitetail Lift Station.
- Repaired 8 valve bonnets city wide.
- Raised and/or lowered meter pits city wide.
- Investigated a water leak at 909 S Madison St. (Parks Maintenance Facility)

- A bubbler was installed at the Owen Good Lift Station.
- A transducer was installed at the Hunters Glen #7 Lift Station.

Traffic and Pedestrian Infrastructure:

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

Customer Service and Administration:

- All Public Works employees participated in Confined Space Equipment Training.
- Flagger Training was completed by Carter Richardson, Tommy Dempsey, Zach Frazier, Mike Ridgley and Bud Wilson.
- All Public Works employees completed in-field training on the new water tap machine.
- An interview was conducted for an open Maintenance Technician position.
- Conducted and completed one employee evaluation.
- Public Works Director Trent Salsbury, Public Works Assistant Director Justin Paith and Administrative Assistant Ashley Tucker met to discuss the department's quarterly budget status.
- Carter Richardson completed Cyber Security Training.
- The Public Works Department welcomed Maintenance Technician Luke Moloney to the team.
- 7 Public Works Maintenance Technicians attended an all day 811 (Missouri One Call) Line Locating training held in Independence, MO.
- Assistant Public Works Director Justin Paith participated in a Zoom training with California Water Environment Association (CWEA) exploring more training opportunities for the Public Works Department.
- Participated in the Monthly Internal Public Works staff meeting with the Public Works Operation Division as well as the Public Works Engineering Division.
- Registered Public Works staff members for multiple upcoming training sessions.
- Public Works Administrative Assistant Ashley Tucker traveled to Sanford County Florida to conduct an APWA Accreditation as an APWA Accreditation Evaluator.
- Public Works Director Trent Salsbury, Human Resources Director Shawn Aulgur and Assistant Public Works Director Justin Paith conducted 3 internal interviews for an open Public Works Crew Leader position.
- Assistant Public Works Director Justin Paith and Maintenance Technician Jeremy Colliver participated in a multi departmental meeting to discuss sign codes.

- Obtained all necessary quotes for both spring uniforms and rain gear and placed orders for each.
- Continued to collect and record completed backflow prevention tests for the city wide backflow Program.
- Continued with LSLI Reporting.

2025 - 2026 Winter Weather Summary

- Responded to 3 events totaling 7.5 inches
    a. 1 event was salt only due to freezing rain
- 1080.75 Manhours across these two events
- 7623 Miles Driven
- 10200 Gallons of Salt Brine Used for Pretreatment
- 726.08 Tons of Salt used

MONTHLY REPORT

March 2026



Monthly Highlights

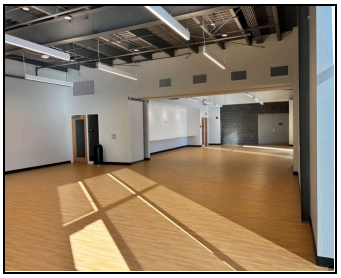
- Athletic Coordinator Nick Cook held coach meetings for the upcoming spring volleyball and spring flag football season with practices beginning in mid-March.
- Athletic Coordinator Nick Cook submitted uniform orders for the spring athletic season.
- Summer Camp registrations opened on Monday, March 2.
- Recreation Superintendent Todd Brennon and Park Superintendent Steve Rulo met with Jukebox Media to confirm screen location for the watch party taking place on July 3 at Recreation Park.
- Recreation Superintendent Todd Brennon met with the Raymore-Peculiar Foundation in preparation for their Taste of Ray-Pec event that will be held at the Raymore Activity Center in April.
- Park maintenance painted large wooden eggs for the Easter Event.
- Park maintenance power washed the restrooms at Recreation Park.
- The Spring Craft Show was held at the Raymore Activity Center with a total of 90 local vendors.
- Recreation Coordinator Cecilia Walther distributed flyers for the upcoming Sports Card Show with event partner Second To None.
- Easter eggs were collected from storage and will be distributed to Mazuma, Foxwood Springs and Ray-Pec Academy to be filled for the upcoming Raymore Easter Festival on April 4 at Recreation Park.
- Recreation staff finalized program information for the Summer 2026 Program Guide.
- Bids were received for two digital marquee signs. The signs will be located at the round-a-bout at Recreation Park and the new parking lot at Hawk Ridge Park.



- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo held a pre-construction for the removal of structures at 204 S. Adams Street and 317 N. Jackson Street.
- Parks and Recreation Staff and Communications Staff met on the "All American 250: Celebrating Unity, Spirit & Ambition in Raymore" events scheduled for this June and July.
- Park maintenance staff began mowing areas of the park and preparing athletic fields for the games.

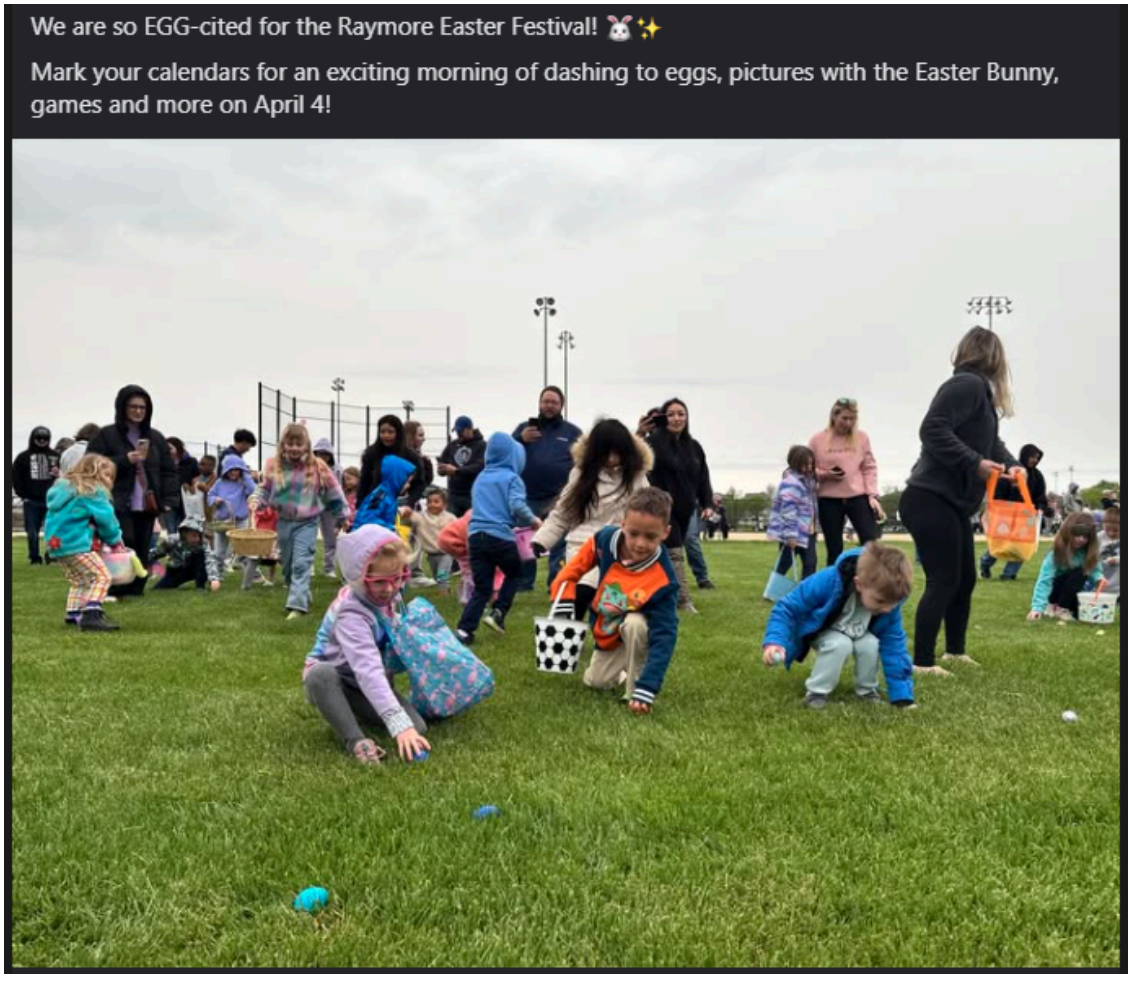
The Sportsmanship Corner

(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.



Thank you for joining us at the Spring Craft Show! We loved seeing the community support local small businesses and the unique products that were displayed. 💚





Raymore Summer Camp

Lock in your registration for a fun-filled summer with weekly themed games, field trips and activities with Raymore Summer Camp 2026!

There will be a parent informational meeting on Thursday, May 7 and on Monday, May 18 both at 6:30 p.m. at Centerview, 227 Municipal Dr. Parents are highly encouraged to attend one meeting. By attending one meeting, you are eligible for a $20 credit toward camp.

- Dates: 6/1- 8/7 (no camp on 7/3, and 8/4)
- Time: 7 a.m.-6 p.m.
- Fee: $45 (one-time)*
- Weekly Participation Fee: $130- $155 (field trip destinations will determine cost per week)
- Ages: 5-11

*Registration forms are required at the time of registration. Click here to complete the form.

Weekly Themes

Week 1 : Superhero
Week 2 : Animal Kingdom
Week 3 : Mad Scientist
Week 4 : World Cup
Week 5 : Party in the USA
Week 6 : Adventureland
Week 7 : Sports Mania
Week 8 : Entrepreneur Week
Week 9 : Arts- Scribble, Sketch, Splatter
Week 10 : Summer Camp Rewind



RAYMORE
come home to more

COMMUNICATIONS DEPARTMENT MONTHLY REPORT/FEBRUARY-MARCH 2026

Communications Director Melissa Harmer
Community Engagement Coordinator Alex Garcia
WWW.RAYMORE.COM/COMMUNICATIONS

EMAIL SUBSCRIBER REPORT

Total subscribers: 3,335
Total sends: 12,638
Email open rate: 48% (vs industry avg. +10%)
Contact net growth: -13 (Gained new subscribers but also purged inactive/ undeliverable email addresses)
Most popular e-newsletters: 1) Parks Monthly- 1,162; 2) Weekly Report- 1,000; 3) Police Blotter- 802

SOCIAL MEDIA ANALYTICS - HIGHLIGHTS

CITY OF RAYMORE

Facebook @CityofRaymoreMO

- Followers: 10,296
- 107,866 views/4,659 engagement
- Total posts: 17
- Post topics: Infrastructure projects, new resident survey program, crossposts from PD, Emergency Management and Parks
- Top post based on views: March 13, 58 Highway lane closure, 28,755 views

Instagram @CityofRaymoreMO

Followers: 1,450/2.6K views/98 interactions/7 posts

RAYMORE POLICE DEPARTMENT

Facebook @Raymore.Police

- Followers: 11,458
- 44,021 views/4,122 engagement
- Total posts: 3
- Post topics: Podcast with Dispatch Supervisor Courtney Harrison, Detective Jacks CIT award, post share from Christian County Sheriff
- Top post based on views: Join us in congratulating Detective Zane Jacks on being named Raymore Crisis Intervention Team (CIT) Officer of the Year, 25,073 views

RAYMORE PARKS AND RECREATION

Facebook @RaymoreParksAndRec

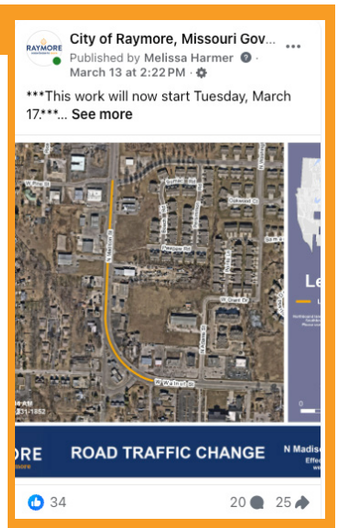
- Followers: 7,879
- 61,060 views/2,623 engagement
- Total posts: 25
- Post topics: Events, classes, Parks Monthly e-newsletter, volunteer coaches
- Top post based on views: Feb. 13-The ice skating season has come to a close, 12,365 views

Instagram @RaymoreParks

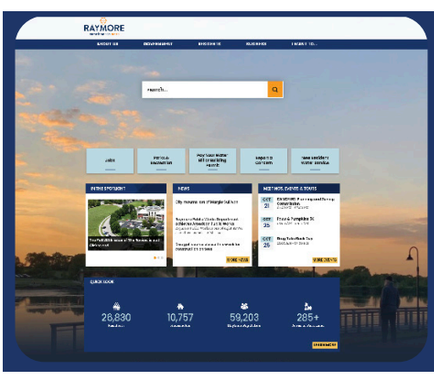
Followers: 319/2.3K views/93 interactions/8 posts

ADDITIONAL CITY SOCIAL MEDIA ACCOUNTS

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







WEBSITE www.raymore.com

- 6 news stories published:

Feb. 20: *Missouri Dept. of Conservation restocks trout at Johnston Lake*
Feb. 20: *Residents are invited to join Raymore's new citizen survey program*
Feb. 24: *Severe Weather Preparedness Week is March 2-6*
Feb. 27: *Detective Zane Jacks recognized as Raymore CIT Officer of the Year*
March 9: *Severe Weather Preparedness Week is March 2-6*
March 13: *58 Highway lane closures on City's east side*

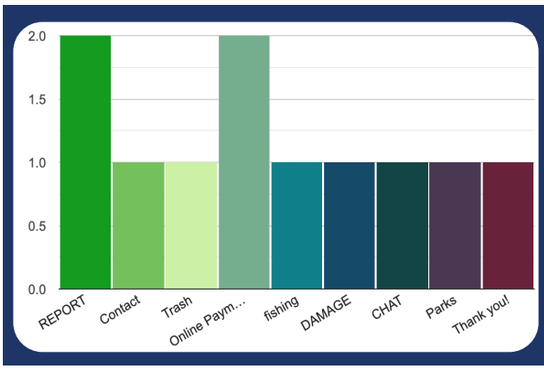
YOUTUBE youtube.com/CityofRaymore

- 426 subscribers (+4)
- 577 views
- 5:22 avg. view duration
- 44.9 hours of watchtime

SAY MORE IN RAYMORE PODCAST

- Season 2, Episode 2- *The Calm Voice in the Dark: Raymore Emergency Dispatch* Released Feb. 24. 29 downloads*
- 69 downloads last 30 days. 630 all-time downloads.*
- Locations: 76 total cities, 11 countries/territories
- Season 2, Episode 3 scheduled to release Friday, March 20, 2026

**Episodes can be streamed without downloading*



TEXTMYGOV

816-892-9737

- **Text conversations/chats: 7**
- **Topics: Trash, online payments, fishing, contact info, parks**
- **Reports: 3 - Vandalism (non-City property), pothole, inquiry of marker flags in yard easement**
- **Subscriber text notifications sent: 0**

ITEMS OF NOTE FOR FEBRUARY-MARCH

- Communications staff began sharing sign up information for the new resident survey program FlashVote.
- Communications Director Melissa Harmer and Community Engagement Coordinator Alex Garcia reviewed and provided feedback on the new website design with Revize and shared the design concept with members of staff who are involved in webpage management for their departments.
- Communications Director Melissa Harmer and Community Engagement Coordinator Alex Garcia continued to develop and design promotional and informational materials in support of the upcoming An All-American 250 event series, part of several Raymore events this summer celebrating America's 250th.
- Staff continues to prepare for the upcoming Power of Perspectives art competition and awards reception. As of March 17, 35 entries have been accepted into the competition, with double that amount expected by the entry deadline April 8.

UPCOMING

- The Raymore Arts Commission selected two sculptures for this year's rotating public art program. The sculptures will be installed in early summer at the north and south ends of Memorial Park.
- The Raymore Arts Commission's third annual Power of Perspectives Art Competition awards reception, 6-8 p.m., Friday, April 17 at the Centerview event space.
- Content creation and design work has started on the summer issue of The Review/Parks & Rec Program Guide.
- Staff continues to prepare for summer events in coordination with Parks & Recreation.

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2026 to February 28, 2026.

February Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:
33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 43.64% 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 32.16%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 33.50%. City sales taxes are at 32.81% while state shared gasoline and vehicle taxes are at 34.97%.
- Fees and Permit revenues collected are tracking above straight line budget at 70.34%. There are 49 residential building permits issued out of the 183 budgeted starts. In addition, we have issued 12 commercial building permits.
- License revenues collected are tracking above straight line budget at 64.38%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed in June.
- Municipal Court revenues collected are below straight line budget at 32.40%. Staff will monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 43.46% primarily due to Dispatch Fee collections in January and February.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.

- The Street Department is currently at 37.78% of straight line budget primarily due to the purchase of salt as well as vehicle and equipment maintenance due to snow removal.

- The Communications Department is currently at 36.92% of straight line budget due to the website design and hosting services contract paid for in February.

Public Safety Sales Tax Fund

Passed: 04/08/2025
Effective: 10/01/2025
First DOR Distribution: 12/2025

Revenue:

Revenues are at 24.87% of budget 33.33% 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 49.74% of budget 33.33% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 31.59% 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: FEBRUARY 28TH, 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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	2,127,978.00	69,955.29	1,977,033.15	0.00	150,944.85	92.91
FRANCHISE TAXES	0.00	0.00	0.00	2,699,704.00	252,390.15	868,352.88	0.00	1,831,351.12	32.16
SALES TAXES	0.00	0.00	0.00	5,200,460.00	454,932.68	1,742,225.32	0.00	3,458,234.68	33.50
FEES AND PERMITS	0.00	0.00	0.00	588,265.00	31,766.68	413,776.29	0.00	174,488.71	70.34
LICENSES	0.00	0.00	0.00	139,020.00	6,652.00	89,507.00	0.00	49,513.00	64.38
MUNICIPAL COURT	0.00	0.00	0.00	307,874.00	27,395.72	99,760.16	0.00	208,113.84	32.40
MISCELLANEOUS	0.00	0.00	0.00	1,029,594.00	87,292.94	447,468.85	0.00	582,125.15	43.46
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,459,053.00	178,128.34	712,513.36	0.00	1,746,539.64	28.98
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,551,948.00	1,108,513.80	6,350,637.01	0.00	8,201,310.99	43.64
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	14,551,948.00	1,108,513.80	6,350,637.01	0.00	8,201,310.99	43.64
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,945,200.00	20,625.00	1,832,772.48	0.00	112,427.52	94.22
ADMINISTRATION	0.00	0.00	0.00	1,663,933.76	109,674.95	462,467.87	19,345.63	1,182,120.26	28.96
INFORMATION TECHNOLOGY	2,153.90	0.00	2,153.90	997,841.94	78,778.10	448,296.64	20,953.32	528,591.98	47.03
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	198,801.00	22,299.55	78,229.12	1,576.14	118,995.74	40.14
COMMUNITY DEVELOPMENT	229.59	229.59	0.00	1,031,084.96	75,324.99	317,655.42	2,707.26	710,722.28	31.07
ENGINEERING	229.59	229.59	0.00	552,471.84	34,511.66	131,388.65	1,143.68	419,939.51	23.99
STREETS	2,160.01	0.00	2,160.01	1,058,970.72	129,761.93	384,677.00	15,426.22	658,867.50	37.78
BUILDING & GROUNDS	0.00	0.00	0.00	431,281.40	28,388.43	136,291.41	4,931.46	290,058.53	32.74
STORMWATER	0.00	0.00	0.00	402,176.40	26,147.09	112,663.98	358.58	289,153.84	28.10
COURT	0.00	0.00	0.00	218,125.00	17,027.12	69,113.20	28.50	148,983.30	31.70
FINANCE	1,000.00	1,000.00	0.00	1,055,552.86	84,141.62	329,625.26	1,287.30	724,640.30	31.35
COMMUNICATIONS	0.00	0.00	0.00	436,223.00	59,558.96	160,664.53	395.12	275,163.35	36.92
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	6,750.00	2,250.00	18,000.00	33.33
POLICE	0.00	0.00	0.00	6,317,438.90	467,604.22	2,130,026.40	49,028.43	4,138,384.07	34.49
EMERGENCY MANAGEMENT	0.00	0.00	0.00	171,991.88	10,407.83	54,709.00	675.74	116,607.14	32.20
TOTAL EXPENDITURES	5,773.09	1,459.18	4,313.91	16,508,093.66	1,166,501.45	6,655,330.96	120,107.38	9,732,655.32	41.04
REVENUES OVER/(UNDER) EXPENDITURES	(5,773.09)	1,459.18	(4,313.91)	(1,956,145.66)	(57,987.65(	304,693.95)	(120,107.38)	(1,531,344.33)	21.72

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 2026

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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
SALES TAXES	0.00	0.00	0.00	1,026,289.00	95,178.89	255,686.84	0.00	770,602.16	24.91
MISCELLANEOUS	0.00	0.00	0.00	3,321.00	376.06	376.06	0.00	2,944.94	11.32
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	1,029,610.00	95,554.95	256,062.90	0.00	773,547.10	24.87
TOTAL REVENUES	0.00	0.00	0.00	1,029,610.00	95,554.95	256,062.90	0.00	773,547.10	24.87
EXPENDITURE SUMMARY									
POLICE	0.00	0.00	0.00	816,185.01	24,271.05	74,841.36	0.00	741,343.65	9.17
TOTAL EXPENDITURES	0.00	0.00	0.00	816,185.01	24,271.05	74,841.36	0.00	741,343.65	9.17
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	213,424.99	71,283.90	181,221.54	0.00	32,203.45	84.91

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
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
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	555,127.00	18,821.49	531,801.77	0.00	23,325.23	95.80
MISCELLANEOUS	0.00	0.00	0.00	40,652.00	2,470.67	7,258.22	0.00	33,393.78	17.85
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	410.00	750.00	0.00	21,865.00	3.32
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	68,750.00	275,000.00	0.00	375,000.00	42.31
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,268,394.00	90,452.16	814,809.99	0.00	453,584.01	64.24
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	11.00	150.50	0.00	51,849.50	0.29
FACILITY RENTAL REVENUE	0.00	0.00	0.00	20,320.00	1,705.00	4,120.00	0.00	16,200.00	20.28
PROGRAM REVENUE	0.00	0.00	0.00	311,275.00	52,095.00	108,171.52	(155.00)	203,258.48	34.70
TOTAL RECREATION DIVISION	0.00	0.00	0.00	383,595.00	53,811.00	112,442.02	(155.00)	271,307.98	29.27
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	82,950.00	3,818.50	19,932.61	0.00	63,017.39	24.03
PROGRAM REVENUE	0.00	0.00	0.00	13,850.00	2,030.00	3,180.00	0.00	10,670.00	22.96
TOTAL CENTERVIEW	0.00	0.00	0.00	96,800.00	5,848.50	23,112.61	0.00	73,687.39	23.88
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	11,600.00	1,128.00	5,595.00	0.00	6,005.00	48.23
CONCESSION REVENUE	0.00	0.00	0.00	5,900.00	872.50	2,641.50	0.00	3,258.50	44.77
FACILITY RENTAL REVENUE	0.00	0.00	0.00	42,575.00	1,847.50	14,020.00	0.00	28,555.00	32.93
PROGRAM REVENUE	0.00	0.00	0.00	244,845.00	10,612.00	32,827.00	0.00	212,018.00	13.41
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	304,920.00	14,460.00	55,083.50	0.00	249,836.50	18.06
TOTAL REVENUES	0.00	0.00	0.00	2,053,709.00	164,571.66	1,021,648.12	(155.00)	1,032,215.88	49.74
EXPENDITURE SUMMARY									
PARKS DIVISION	10,499.12	0.00	10,499.12	1,266,979.49	88,070.96	398,206.47	9,395.67	859,377.35	32.17
RECREATION DIVISION	0.00	0.00	0.00	432,460.50	27,110.50	108,570.86	1,620.00	322,269.64	25.48
CENTERVIEW	0.00	0.00	0.00	116,533.96	7,463.37	37,219.58	3,372.05	75,942.33	34.83
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	299,385.54	29,452.61	116,893.81	2,866.04	179,625.69	40.00
TOTAL EXPENDITURES	10,499.12	0.00	10,499.12	2,115,359.49	152,097.44	660,890.72	17,253.76	1,437,215.01	32.06
REVENUES OVER/(UNDER) EXPENDITURES	(10,499.12)	0.00	(10,499.12)	(61,650.49)	12,474.22	360,757.40	(17,408.76)	(404,999.13)	556.93-

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	253,724.00	10,126.38	50,888.17	0.00	202,835.83	20.06
UTILITY REVENUE	0.00	0.00	0.00	11,974,953.00	897,733.71	3,806,050.65	0.00	8,168,902.35	31.78
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	907,860.09	3,865,438.82	0.00	8,371,738.18	31.59
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	12,237,177.00	907,860.09	3,865,438.82	0.00	8,371,738.18	31.59
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	250,000.00	0.00	500,000.00	33.33
WATER	0.00	0.00	0.00	4,952,118.34	310,364.62	1,412,809.06	12,172.08	3,527,137.20	28.78
SEWER	0.00	0.00	0.00	4,859,394.34	224,772.60	1,155,284.50	52,054.12	3,652,055.72	24.85
SOLID WASTE	0.00	0.00	0.00	2,293,838.00	175,985.71	528,037.21	0.00	1,765,800.79	23.02
TOTAL EXPENDITURES	0.00	0.00	0.00	12,855,350.68	773,622.93	3,346,130.77	64,226.20	9,444,993.71	26.53
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(618,173.68)	134,237.16	519,308.05	(64,226.20)	(1,073,255.53)	73.62-

Investment Monthly Report

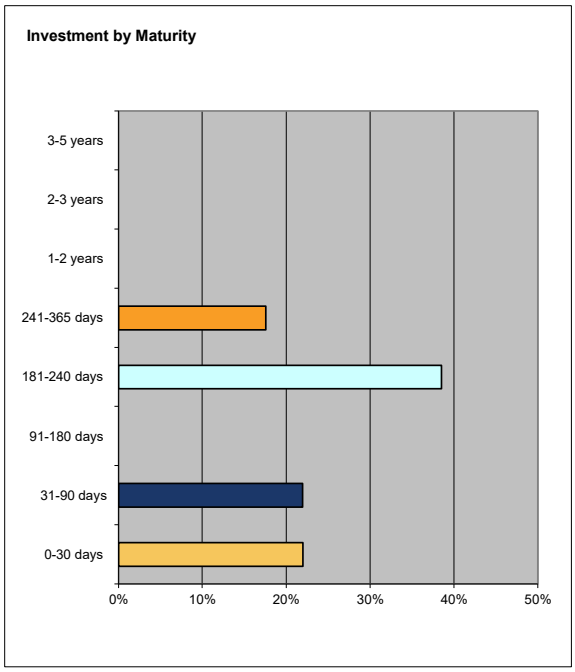
Investments Held at 02/28/2026

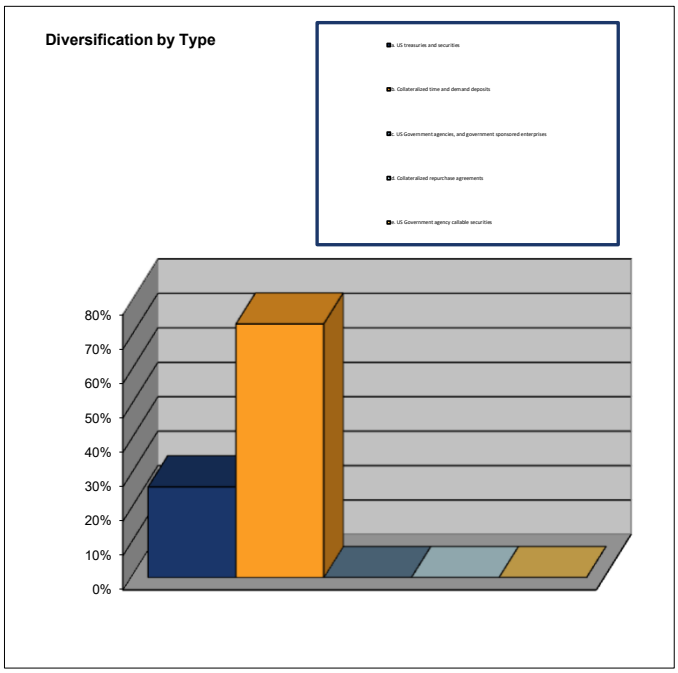
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/31/25	1431717	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
12/31/25	1431684	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	5,002,021.17	5,002,021.17	3.930	5,002,021.17	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			**22,768,604.19**	**22,999,815.83**		**22,768,604.19**	**(231,211.64)**

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

Average Annual Rate of Return: **4.1526**

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





Listing of Investments Matured During the Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held

Average Rate of Return on Maturities:

February 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 Reqd.	*Eligible* Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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, MARCH 9, 2026, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND DEPUTY CITY CLERK CATHERINE ALEGRE.

1. Call to Order

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

2. Roll Call

Deputy City Clerk Catherine Alegre called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented proclamations to Todd Krass in honor of his recent retirement from Belton Regional Medical Center and to Kelly Murphy, Executive Director of SevenDays, in support of Seven Days of Kindness.

5. Personal Appearances

6. Staff Reports

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

Emergency Management Director Timothy Baldwin reviewed the winter weather events from this season and provided tips for spring severe weather preparedness. He noted upcoming CERT program meetings.

City Manager Jim Feuerborn announced the March 16 work session would be cancelled.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, February 23, 2026
B. Resolution 26-05: Acceptance of Public Infrastructure - Saddlebrook 1st Plat
C. Resolution 26-11: Acceptance of Public Infrastructure - Cunningham 5th Plat

D. Resolution 26-12: Acceptance of Public Infrastructure - Timber Ridge

E. Board of Appeals Appointments and Re-appointments

1. **Resolution 26-13: Board of Appeals Re-appointment of Mike Cox**
2. **Resolution 26-14: Board of Appeals Re-appointment of Lloyd Brown**
3. **Resolution 26-15: Board of Appeals Re-appointment of Randy Reed**
4. **Resolution 26-16: Board of Appeals Re-appointment of Ryan Murdock**
5. **Resolution 26-17: Board of Appeals Appointment of Doug Jensen**
6. **Resolution 26-18: Board of Appeals Appointment of Randy Bryant**

F. Resolution 26-19: Park Board Appointment of Jack Lupardis

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

DISCUSSION: None

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

9. Unfinished Business

A. <u>2026 Curb Replacement & Ramp Repair</u>

BILL 4016: "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 and 26-493-202 IN THE AMOUNT OF $771,298.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Deputy City Clerk Catherine Alegre conducted the second reading of Bill 4016 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4016 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 4016 as **Raymore City Ordinance 2026-014.**

B. Budget Amendment - FY2026 Operating Adjustments

BILL 4017: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 OPERATING BUDGET."

Deputy City Clerk Catherine Alegre conducted the second reading of Bill 4017 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4017 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 4017 as **Raymore City Ordinance 2026-015.**

C. Raymore Commerce Center South Final Plat Lot 2

BILL 4018: "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."

Deputy City Clerk Catherine Alegre conducted the second reading of Bill 4018 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4018 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 4018 as **Raymore City Ordinance 2026-016.**

D. <u>Creekside Ranch Final Plat Lots 2-20</u>

BILL 4019: "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."

Deputy City Clerk Catherine Alegre conducted the second reading of Bill 4019 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4019 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 4019 as **Raymore City Ordinance 2026-017.**

10. New Business

A. Award of Contract - 2026 Street Preservation/N. Madison Reconstruction Project

BILL 4020: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TANDEM PAVING CO, INC. FOR THE 2026 STREET PRESERVATION & N. MADISON RECONSTRUCTION, CITY PROJECT NUMBER 26-483-204 and 26-497-201 IN THE AMOUNT OF $1,078,370.35 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Deputy City Clerk Catherine Alegre conducted the first reading of Bill 4020 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. This project will repair and replace the asphalt pavement on approximately 12 lane miles of city streets. This project is the combination of annual street preservation, the maintenance of thoroughfares and the North Madison Reconstruction projects. Of the six bids received, Tandem Paving Co. Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the 2026 Street Preservation & North Madison Reconstruction Project be awarded to Tandem Paving in the amount of $1,078,370.35.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4020 by title only.

DISCUSSION: None

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

B. Extraterritorial Municipal Sewer Service Agreement

BILL 4023: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, PROVIDING FOR SERVING OF A PROPERTY OUTSIDE THE CITY LIMITS WITH CITY SANITARY SEWER."

Deputy City Clerk Catherine Alegre conducted the first reading of Bill 4023 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. Gary and Cheryl Smither, owners of property located at 1420 Hickory St. in unincorporated Cass County, have requested to connect to the City's sanitary sewer system. The extraterritorial sewer service agreement has been developed for those who wish to use City sewer service outside of the City limits. The agreement outlines that applicants must agree that their property will be voluntarily annexed to the City at such time as the property becomes contiguous to the City limits and pay any applicable fees for connection to our sewer system. In addition, in accordance with City Code Section 710.350, properties outside of the City limits that are provided City sewer service shall pay an increased monthly rate as outlined in the schedule of fees. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4023 by title only.

DISCUSSION: None

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

C. <u>Award of Contract - 58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair</u>

BILL 4021: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 58 HIGHWAY MILL AND OVERLAY PROJECT AND ADA RAMP/SIDEWALK/CONCRETE REPAIR, CITY PROJECT NUMBER 26-494-201 and 26-503-201 IN THE AMOUNT OF $840,197.75 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Deputy City Clerk Catherine Alegre conducted the first reading of Bill 4021 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. The 58 Highway Mill and Overlay Project primarily consists of 4,200 linear feet of 3-inch deep asphalt milling with a 3-inch asphalt overlay and curb replacement. Additional work includes the repair or replacement of storm sewer lids, curbs, and sidewalks as needed. The City received one bid on this project, which was consistent with the engineer's estimate for the work. City

staff recommends award of the contract to JM Fahey Construction Company in the amount of $840,197.75.

City Manager Jim Feuerborn noted that the budget for this project is significantly higher than this proposal. Staff intends to extend the project to the east with the additional funds budgeted for this project. Mr. Salisbury added that part of the fund balance is for the Dean Avenue access management project.

Councilmember Barber asked how long the project should take. Mr. Salisbury stated it should take less than six to eight weeks.

Councilmember Mills asked if we have the ability to amend this project to extend it to the east versus bidding the project again. Mr. Feuerborn stated the project can be amended.

Councilmember Baker asked what time of day work would be done. Mr. Salisbury stated the details aren't set yet, but they will have to avoid the morning commute.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4021 by title only.

DISCUSSION: None

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

D. <u>Award of Contract - T.B. Hanna Station Tree Maintenance and Removal</u>

BILL 4022: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH ARBOR MASTERS IN THE TOTAL AMOUNT OF $24,800.00 FOR THE TRIMMING, REMOVAL AND STUMP GRINDING OF HAZARDOUS TREES AT T.B. HANNA STATION."

Deputy City Clerk Catherine Alegre conducted the first reading of Bill 4022 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. The FY26 Capital Improvement Plan includes a list of projects to prepare the park for expansion at T.B. Hanna Station, including tree maintenance. The general scope of work includes tree trimming, tree

removal and stump grinding services for pre-identified trees that need maintenance. Five complete proposals were received. Arbor Masters was the lowest, most responsive bid. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4022 by title only.

DISCUSSION: Councilmember Burke noted appreciation for the identification process for the trees that need maintenance.

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers appreciated the proclamations, thanked the volunteers appointed, and thanked Mr. Krass for his work at Belton Regional Medical Center.

Mayor Turnbow stated Senate Bill 1586 that would disband solid waste management districts is on the perfection calendar and stated the local representatives are fully on board with voting against this bill.

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	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 to Executive Session at 6:49 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 7:07 p.m.

Respectfully submitted,

Catherine Alegre
Deputy City Clerk

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

RESOLUTION 26-20

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS FOR GRANT PARK VILLAS LOT 1."

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. Grant Park Villas Lot 1 Water and Sewer, located within the City right-of-way is 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 MARCH, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/9/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 2026 Street Preservation/N. Madison Reconstruction Project (pg 34)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Tandem Paving Co., Inc.
Amount of Request/Contract:	$1,078,370.35
Amount Budgeted:	$1,415,000
Funding Source/Account:	36/37

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4/6/2026	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 4020
2. Contract
3. 2026 Street Preservation Map Revised 1-27-26

BACKGROUND / JUSTIFICATION

This project will repair and replace the asphalt pavement on approximately 12 lane miles of City streets. This project is the combination of Annual Street Preservation, The

Maintenance of Thoroughfares & The North Madison Reconstuction.

The City Received the following bids on February 12, 2026:

Advance Asphalt Paving	$1,228,810.35
Amino Brothers	$1,391,222.60
Tandem Paving Co. Inc.	$1,078,370.35
Hanrahan Asphalt Paving Co. Inc.	$1,762,032.30
JM Fahey	$1,170, 498.50
Phillips Sitework Co. Inc.	$1,197,288.38
Superior Bowen	$1,381,981.23

Tandem Paving Co. Inc. was determined to be the lowest and best bidder.

Staff recommends the contract for the 2026 Street Preservation & North Madison Reconstruction Project be awarded to Tandem Paving in the amount of $1,078,370.35

BILL 4020 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TANDEM PAVING CO, INC. FOR THE 2026 STREET PRESERVATION & N. MADISON RECONSTRUCTION, CITY PROJECT NUMBER 26-483-204/26-497-201 IN THE AMOUNT OF $1,078,370.35 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 12, 2026; and,

WHEREAS, Tandem Paving Co, 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 $1,078,370.35 with Tandem Paving Co, Inc. for the 2026 Street Preservation & N. Madison Reconstruction, 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 MARCH, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
come home to more

CITY OF RAYMORE
CONTRACT FOR SERVICES

2026 Street Preservation/N Madison Reconstruction

This Contract for 2026 Street Preservation/N. Madison Reconstruction, hereafter referred to as the **Contract** is made this 9th day of March, 2026, between **Tandem Paving Co, Inc.**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 617 SE Industrial Dr., Blue Springs, MO 64014, 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 9, 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 26-483-201 and 26-497-201 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 90 calendar days. The first mobilization shall be started in the Spring and be completed within 45 calendar days. The second mobilization shall not start before the third week in August and shall be completed within 45 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of $1,078,370.35.

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)

TANDEM PAVING CO., INC.

By: _____ C.K. Smith

Title: Vice President

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2026 Street Preservation and North Madison Reconstruction

ANTICIPATED SCOPE OF SERVICES:

- Two Mobilizations.
- 66,715 square yards of full width milling
- 7,619 tons of 2" Type 5 Recycled overlay. The asphalt price will be indexed as the Measurement and Payment section of the RFP. A sample from the field shall be pulled within the first 500 tons to determine Marshall properties and conformance with the submittal
- Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Tack oil metering will be required. Paving will not begin until the tack has broken.
- Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 2000 tons of full depth patching, Type 5 Recycled asphalt. The quantity of patching necessary will be determined after each street is milled. The asphalt price will be indexed as per the Measurement and Payment section of the RFP. Areas of full depth patching shall be confirmed by the City of Raymore before going deeper than 2".
- Re-striping of N. Madison, Lucy Webb and Gore Rd.
- Traffic Control

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" (Revised August 2025) and all subsequent revisions.

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of bids in submitting their unit prices.
The City of Raymore preserves the right to increase, reduce or delete any bid

items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or Deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued in April 2026.
General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the Following:

Contractor shall complete work within 180 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

6. MEASUREMENT AND PAYMENT

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

A. **Mobilization, Bonds and Insurance:** Mobilization, Bonds and Insurance will be paid for at the unit bid price per each.

B. **Full Width Milling** shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the

millings.

C. **2" Type 5 Recycled Overlay:** 2" Type 5 Recycled Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to place and compact a 2" thick surface mat. Vacuum sweeping, testing and tack oil are subsidiary to this line item. UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project. Roads shall not stay unsurfaced longer than seven (7) calendar days without the permission of the City.

The line item cost of base and surface asphalt per ton will be indexed as per the following:

The adjustment applies only to the virgin asphalt cement actually placed. The percent AC on the job mix should be used for the calculation unless the change in target AC meets the requirement for field mix design. The asphalt cement contribution of RAP is excluded.

The adjustment is calculated using the following formula

A=(B X C) X (D - E)

Where:
A = Adjustment for mix placed during monthly average index priced.
B = Tons of mix placed during the monthly average index period
C = % of virgin asphalt binder as listed in the job mix formula
D = Monthly average priced at time of mix placement
E = Monthly average price at time of bid

The baseline asphalt prices for the index are taken from the Asphalt Weekly Monitor published by Poten & Partners Inc. The average of the midpoint published prices for PG 64-22 in the St. Louis, Missouri and Kansas City area will be used. The monthly base price will be the price in the last published Asphalt Weekly Monitor prior to MODOT's monthly bid opening.

D. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade and replace with compacted asphalt to either the milled surface, or finished surface if the patching is taking place on a street that is not to be overlayed. Asphalt shall be Type 5 Recycled and not exceed 4" lifts when being installed.

E. **Striping:** Striping shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required by manufactures specification to replace the existing traffic markings that were removed on N. Madison, Gore Rd, and Lucy Webb after the

overlays. **All pavement markings shall be Methyl methacrylate (98:2) for all white and yellow pavement markings.** Please use *Utah Blend Coated T-13 glass beads* for application on all pavement marking material. The intersection of 155th and North Madison was rebuilt in 2025 and while there will not be any asphalt work in this area in 2026, the striping will need to continue down to the intersection with 155th. This will add 10 yellow single dashes and approximately 670 linear feet of white edge striping to the total. The extra striping shall be subsidiary to this bid item. Striping on affected roadways shall commence within forty-eight (48) hours following completion of asphalt work, weather permitting. If permanent striping cannot be placed within this timeframe, temporary striping meeting MUTCD requirements shall be installed and maintained until permanent striping is completed at no extra cost to the City of Raymore. Traffic control measures for striping operations shall be subsidiary to this bid item.

F. **Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Flaggers are required if traffic is reduced to one-lane. If flaggers are out of view from one another, communication devices will be required. A traffic control plan must be submitted individually for each street if it is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD. With the multiple locations of deep repair needed on N. Madison, the City would be open to a quick full closure of N. Madison during working hours if needed but require a four (4) week advanced notice and a detailed traffic control plan that includes a detour. No other roads will be considered for full closure. Gore Road and Lucy Webb will still require detailed traffic control plans approved by the City of Raymore at least two (2) weeks prior to starting work.

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-483-204 and 26-497-201

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 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 warrantees shall be issued at point of final acceptance by the City of Raymore.

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under $75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 26-483-204 and 26-497-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) C.K. Smith having authority to act on behalf of (Company name) Tandem Paving Co, Inc. do hereby acknowledge that (Company name) Tandem Paving Co, 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: Tandem Paving Co, Inc.

ADDRESS: 617 SE Industrial Drive
Street

ADDRESS: Blue Springs, MO 64014
City State Zip

PHONE: 816.229.6398

E-MAIL: cksmith@tandempaving.com

DATE: 02-09-26 _____ VP
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 26-483-204 and 26-497-201

CONTRACTOR DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

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

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

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

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

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

PROPOSAL FORM C
RFP 26-483-204 and 26-497-201

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	Please see attached references.
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: 53

State the current number of personnel on staff: 42

TANDEM PAVING CO.
PAVING THE WAY FOR 50 YEARS

Reference List

Customer Reference:

Name	City of Lee's Summit, MO
Project	2025 Street Program
Contact	Vince Schmoeger
Title	Project Manager – Public Works
Phone	816.969.1800
Email	vince.schmoeger@cityofls.net

Name	City of Blue Springs, MO
Project	2023 Street Program & 2024 Street Program
Contact	Dennis Dovel
Title	Asst City Administrator
Phone	816.228.0265
Email	ddovel@bluespringsgov.com

Name	Platte County Public Works
Project	2025 Street Program
Contact	Bob Heim
Title	Director – Public Works
Phone	816.858.2223
Email	bheim@co.platte.mo.us

Name	City of Grain Valley, MO
Project	2023 Street Preservation
Contact	Partick Martin
Title	Community Development Director
Phone	816.847.6221
Email	pmartin@raymore.com

Name	City of Lake Winnebago, MO
Project	Various Roadways - Mill and Overlay
Contact	Steve Besermin
Title	Director of Public Works
Phone	816.507.6814
Email	lwpubworks@comcast.net

PO Box 1417
Blue Springs, MO 64013

Office: 816.229.6398
Fax: 816.229.3929

PROPOSAL FORM D

RFP 26-483-204 and 26-497-201

Proposal of Tandem Paving Co, Inc., organized and existing under the laws of the State of Missouri, doing business as (*) 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. 26-483-204 and 26-497-201 – 2026 Street Preservation and North Madison Reconstruction.

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

Residential Base Bid 26-483-204

Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance	Each	2	$8,750.00	$ 17,500.00
Full Width Milling	SY	53,610	$1.60	$85,776.00
2" Type 5 Recycled Overlay	Tons	6,043	$72.45	$437,815.35
Full Depth Patch, Recycled Type 5	Tons	490	$120.00	$ 58,800.00
Residential Traffic Control	LS	1	$12,250.00	$ 12,250.00
TOTAL BASE BID				$612,141.35

Maintenance of Thoroughfares Base Bid 26-483-204

Bid Items	Units	Estimated Quantities	$/Units	Total
Full Width Milling	SY	16,135	$1.60	$25,816.00
2" Type 5 Recycled Overlay	Tons	1,818	$72.45	$131,714.10
Full Depth Patch, Recycled Type 5	Tons	150	$120.00	$ 18,000.00
Striping- Gore and Lucy Webb	LS	1	$24,000.00	$ 24,000.00
Traffic Control	LS	1	$7,300.00	$ 7,300.00
TOTAL BASE BID				$206,830.10

North Madison Base Bid 26-497-201

Bid Items	Units	Estimated Quantities	$/Units	Total
Full Width Milling	SY	12854	$1.60	$20,566.40
2" Type 5 Recycled Overlay	Tons	1450	$72.45	$105,052.50
Full Depth Patch, Recycled Type 5	Tons	1360	$83.00	$ 112,880.00
Striping- N. Madison	LS	1	$12,500.00	$12,500.00
Traffic Control	LS	1	$8,400.00	$8,400.00
TOTAL BASE BID				$259,398.90

TOTAL BASE BID ALL THREE PROJECTS COMBINED:

Company Name Tandem Paving Co, Inc.

Total Base Bid for Project Number: 26-483-204 / 26-497-201

$ 1,078,370.35

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

(**$** One million seventy-eight thousand three hundred seventy and 35/100 dollars)

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

BID PROPOSAL FORM E – RFP 26-483-204 and 26-497-201
CONTINUED

Company Name Tandem Paving Co, Inc.

By _____
Authorized Person's Signature

C.K. Smith - Vice President
Print or type name and title of signer

Company Address _____

617 SE Industrial Drive, Blue Springs, MO 64014

_____

Phone 816.229.6398

Fax N/A

Email cksmith@tandempaving.com

Date 2/9/26

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

ADDENDUM NO. 1
2026 Street Preservation and N. Madison Reconstruction
Project #26-483-204/26-497-201

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. Revised Proposal Form and Map

1. Question: Vacuum truck or mechanical sweeper?

Response: Mechanical and vacuum street sweepers will be permitted on this project.

2. Question: Will a comparable tack oil be allowed on this project?

Response: Yes approved equal tack oils will be permitted on this project. Prior approval is required prior to use on the project.

3. Question: Is there a rate you will want the tack oil applied?

Response: Tack shall be metered and applied at the rate of 0.05 to 0.10 gal/SY and shall be applied between lifts, unless lifts are placed the same day.

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

Company Name: Tandem Paving Co, Inc.

By: C.K. Smith

Title: Vice President

Address: 617 SE Industrial Drive

City, State, Zip: Blue Springs, MO 64014

Date: 2/9/26 Phone: 816.215.1876

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Tandem Paving Co, Inc.

Company: Tandem Paving Co, Inc.

Address: 617 SE Industrial Drive, Blue Springs, MO 64014

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 # 26-483-201 and 26-497-201.
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.

Tandem Paving Co, Inc.
Company Name

Signature

Name: C.K. Smith

Title: Vice President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 9th day of February, 2026.

Notary Public:

My Commission Expires: JANUARY 27, 2029 Commission # 17469640

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.

NICHOLAS MATTHEW CALDRONE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: January 27, 2029
Commission Number: 17469640

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 200668

Approved by:

Employer Tandem Paving Co., Inc.	
Name (Please Type or Print) David D Smith	**Title**
Signature Electronically Signed	**Date** 03/25/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/25/2009

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 200668

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tandem Paving Co., Inc.
Company Facility Address	617 SE Industrial Drive Blue Springs, MO 64014
Company Alternate Address	P. O. Box 1417 Blue Springs, MO 64013
County or Parish	JACKSON
Employer Identification Number	430998849
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

PROPOSAL FORM A
RFP 26-483-204 and 26-497-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) C.K. Smith having authority to act on behalf of (Company name) Tandem Paving Co, Inc. do hereby acknowledge that (Company name) Tandem Paving Co, 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: Tandem Paving Co, Inc.

ADDRESS: 617 SE Industrial Drive
Street

ADDRESS: Blue Springs, MO 64014
City State Zip

PHONE: 816.229.6398

E-MAIL: cksmith@tandempaving.com

DATE: 02-09-26
(Month-Day-Year)

Signature of Officer/Title VP

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 26-483-204 and 26-497-201

CONTRACTOR DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

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

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

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

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

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

PROPOSAL FORM C
RFP 26-483-204 and 26-497-201

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	Please see attached references.
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: 53

State the current number of personnel on staff: 42

TANDEM PAVING CO.
PAVING THE WAY FOR 50 YEARS

Reference List

Customer Reference:

Name	City of Lee's Summit, MO
Project	2025 Street Program
Contact	Vince Schmoeger
Title	Project Manager – Public Works
Phone	816.969.1800
Email	vince.schmoeger@cityofls.net

Name	City of Blue Springs, MO
Project	2023 Street Program & 2024 Street Program
Contact	Dennis Dovel
Title	Asst City Administrator
Phone	816.228.0265
Email	ddovel@bluespringsgov.com

Name	Platte County Public Works
Project	2025 Street Program
Contact	Bob Heim
Title	Director – Public Works
Phone	816.858.2223
Email	bheim@co.platte.mo.us

Name	City of Grain Valley, MO
Project	2023 Street Preservation
Contact	Partick Martin
Title	Community Development Director
Phone	816.847.6221
Email	pmartin@raymore.com

Name	City of Lake Winnebago, MO
Project	Various Roadways - Mill and Overlay
Contact	Steve Besermin
Title	Director of Public Works
Phone	816.507.6814
Email	lwpubworks@comcast.net

PO Box 1417
Blue Springs, MO 64013

Office: 816.229.6398
Fax: 816.229.3929

PROPOSAL FORM D

RFP 26-483-204 and 26-497-201

Proposal of Tandem Paving Co, Inc., organized and existing under the laws of the State of Missouri, doing business as (*) 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. 26-483-204 and 26-497-201 – 2026 Street Preservation and North Madison Reconstruction.

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

Residential Base Bid 26-483-204

Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance	Each	2	$8,750.00	$ 17,500.00
Full Width Milling	SY	53,610	$1.60	$ 85,776.00
2" Type 5 Recycled Overlay	Tons	6,043	$72.45	$ 437,815.35
Full Depth Patch, Recycled Type 5	Tons	490	$120.00	$ 58,800.00
Residential Traffic Control	LS	1	$12,250.00	$ 12,250.00
TOTAL BASE BID				$612,141.35

Maintenance of Thoroughfares Base Bid 26-483-204

Bid Items	Units	Estimated Quantities	$/Units	Total
Full Width Milling	SY	16,135	$1.60	$ 25,816.00
2" Type 5 Recycled Overlay	Tons	1,818	$72.45	$ 131,714.10
Full Depth Patch, Recycled Type 5	Tons	150	$120.00	$ 18,000.00
Striping- Gore and Lucy Webb	LS	1	$24,000.00	$ 24,000.00
Traffic Control	LS	1	$7,300.00	$ 7,300.00
TOTAL BASE BID				$206,830.10

North Madison Base Bid 26-497-201

Bid Items	Units	Estimated Quantities	$/Units	Total
Full Width Milling	SY	12854	$1.60	$ 20,566.40
2" Type 5 Recycled Overlay	Tons	1450	$72.45	$ 105,052.50
Full Depth Patch, Recycled Type 5	Tons	1360	$83.00	$ 112,880.00
Striping- N. Madison	LS	1	$12,500.00	$ 12,500.00
Traffic Control	LS	1	$8,400.00	$ 8,400.00
TOTAL BASE BID				$259,398.90

TOTAL BASE BID ALL THREE PROJECTS COMBINED:

Company Name Tandem Paving Co, Inc.

Total Base Bid for Project Number: 26-483-204 / 26-497-201

$ 1,078,370.35

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

($ One million seventy-eight thousand three hundred seventy and 35/100 dollars)

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

BID PROPOSAL FORM E – RFP 26-483-204 and 26-497-201
CONTINUED

Company Name Tandem Paving Co, Inc.

By _____
Authorized Person's Signature

C.K. Smith - Vice President
Print or type name and title of signer

Company Address _____

617 SE Industrial Drive, Blue Springs, MO 64014

_____

Phone 816.229.6398

Fax N/A

Email cksmith@tandempaving.com

Date 2/9/26

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to more

ADDENDUM NO. 1
2026 Street Preservation and N. Madison Reconstruction
Project #26-483-204/26-497-201

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. Revised Proposal Form and Map

1. Question: Vacuum truck or mechanical sweeper?

Response: Mechanical and vacuum street sweepers will be permitted on this project.

2. Question: Will a comparable tack oil be allowed on this project?

Response: Yes approved equal tack oils will be permitted on this project. Prior approval is required prior to use on the project.

3. Question: Is there a rate you will want the tack oil applied?

Response: Tack shall be metered and applied at the rate of 0.05 to 0.10 gal/SY and shall be applied between lifts, unless lifts are placed the same day.

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

Company Name: Tandem Paving Co, Inc.

By: C.K. Smith

Title: Vice President

Address: 617 SE Industrial Drive

City, State, Zip: Blue Springs, MO 64014

Date: 2/9/26 Phone: 816.215.1876

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Tandem Paving Co, Inc.

Company: Tandem Paving Co, Inc.

Address: 617 SE Industrial Drive, Blue Springs, MO 64014

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 # 26-483-201 and 26-497-201.
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.

Tandem Paving Co, Inc.
Company Name

Signature

Name: C.K. Smith

Title: Vice President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 9th day of February, 2026.

Notary Public:

My Commission Expires: JANUARY 27, 2029 Commission # 17469660

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.

NICHOLAS MATTHEW CALDRONE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: January 27, 2029
Commission Number: 17469660

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 200668

Approved by:

Employer Tandem Paving Co., Inc.	
Name (Please Type or Print) David D Smith	**Title**
Signature Electronically Signed	**Date** 03/25/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/25/2009

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 200668

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tandem Paving Co., Inc.
Company Facility Address	617 SE Industrial Drive Blue Springs, MO 64014
Company Alternate Address	P. O. Box 1417 Blue Springs, MO 64013
County or Parish	JACKSON
Employer Identification Number	430998849
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Z:\GIS\depthprojects\publicworks\street_pres\2026\street_pres2026\street_pres2026.aprx

Bridgeshire Dr
N Madison St
Gore Rd
Madison Creek Dr
Granada Dr
N Darrowby Dr
Alexander Creek Ct
Crestview Ct
Windside St / Ct
W Walnut St
Meadowlark Dr
Shelby Dr
Cove Dr
Beau Dr
W Lucy Webb Rd
Yokely Dr
Corrington Dr
S Fox Ridge Dr

Date: 1/27/2026

LEGEND

- N Madison St
- Street Preservation
- Thoroughfare

N

0 0.25 Miles

RAYMORE
come home to more

2026 STREET PRESERVATION
public works

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/9/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Extraterritorial Municipal Sewer Service Agreement (pg 93)

STRATEGIC PLAN GOAL / STRATEGY

4.1 Support a proactive approach to the growth and expansion of the City.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4/1/2026	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 4023
2. Agreement
3. Connection Map - 1420 Hickory St

BACKGROUND / JUSTIFICATION

Gary and Cheryl Smither, owners of property located at 1420 Hickory St. in unincorporated Cass County, have requested to be allowed to connect to the City's sanitary sewer system.

The included extraterritorial sewer service agreement has been developed for residents who wish to use City sewer service outside of the City limits. The agreement outlines that applicants must agree that their property will be voluntarily annexed to the City at such time as the property becomes contiguous to the City limits and pay any applicable fees for connection to our sewer system. In addition, in accordance with City Code Section 710.35, properties outside of the City limits that are provided City sewer service shall pay an increased monthly rate as outlined in the schedule of fees.

BILL 4023 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, PROVIDING FOR SERVING OF A PROPERTY OUTSIDE THE CITY LIMITS WITH CITY SANITARY SEWER."

WHEREAS, Gary and Cheryl Smither have requested that their property, located at 1420 Hickory Street in unincorporated Cass County, Missouri, be connected to the City sewer system; and,

WHEREAS, the Raymore City Council consents to this connection; and,

WHEREAS, the City Code and precedent provide guidance regarding the terms under which properties outside the City limits may receive City sewer service.

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

Section 1. The Mayor is hereby directed and authorized to enter into an agreement with Gary and Cheryl Smither.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the agreement attached hereto as Exhibit A for and on behalf of the City of Raymore.

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

Document Title:	Extra-Territorial Municipal Sewer Service Agreement
Document Date:	February 20, 2026
Legal Description:	See Exhibit A
Grantor's Name:	City of Raymore, Missouri, a municipal corporation
Grantor's Address:	100 Municipal Circle, Raymore, MO 64083
Grantees' Names:	
Grantees' Address:	1420 Hickory Lane, Raymore, Cass County, Missouri 64083
Reference Document/Book/Page:	Service Parcel: Book 3007, Page 839 Parcel the sewer extends through: Book 6, Page 9

EXTRA-TERRITORIAL
MUNICIPAL SEWER SERVICE AGREEMENT

THIS EXTRA-TERRITORIAL MUNICIPAL SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 20th day of February, 2026, by and between the City of Raymore, Missouri ("City") and _____ ("Customer") for the purposes of memorializing the duties, obligations, conditions, and agreements between City and Customer for municipal sewer services provided by City to the property located at 1420 Hickory St. Raymore, Missouri (the "Property"). The City and the Customer are referred to herein collectively as the "Parties" and may be referred to generally herein in the singular as a "Party".

RECITALS

1. Customer is a resident of unincorporated Cass County, Missouri, and has applied to connect to the sewer system ("Sewer System") operated and maintained by the City to serve the Property.

2. The Property is owned by Customer and is currently utilized for residential purposes. The Property is legally described on Exhibit "A", attached hereto and incorporated by reference herein.

3. The Property lies outside of the current corporate boundaries of the City but is adjacent to a primary interceptor of the Sewer System and is located within the planned service area of the Sewer System.

4. The City has capacity now and in the foreseeable future for the addition of the Property to the Sewer System.

5. The City is willing to allow the connection of the Property, and the structures thereon, to the Sewer System, subject to the terms and conditions set forth herein.

6. The Property is not within the jurisdictional boundaries of any other municipality, water or sewer district, nor other governmental authority ("Alternate Provider") which has jurisdiction and/or capability of providing sewer services to the Property.

7. The Property is not subject to any current or threatened annexation or incorporation by an Alternate Provider which has the capability of providing sewer services to the Property. If the Property is within the jurisdictional boundaries of any Alternate Provider, such Alternate Provider has provided, or will provide prior to connection to the Sewer System, written from its authorized representative or governing board for Customer and City to enter into this Agreement.

TERMS & CONDITIONS

NOW THEREFORE, in consideration of the Mutual covenants contained herein, the Parties hereby agree as follows:

A. Provision of Service. The City agrees to permit the Customer to connect the Property, and any structures now, or hereafter constructed on such Property, to the Sewer System, subject to all applicable City standards, regulations, building codes, regulations, and permitting requirements of the City.

B. Responsibility for Costs. Customer shall be solely responsible for all costs associated with the design, permitting, construction, and connection of the Property and structures thereon, to the Sewer System including but not limited to: (a) engineering fees, (b) construction costs, (c) inspection fees, (d) tap fees, (e) line extension fees, (f) plan review fees, (g) service sewer inspection charges, (g) sanitary sewer inspection fees, and (h) any required permits or easements. The Customer agrees to pay the the minimum cost of $1,472 for the sewer connection fee as outlined in the adopted schedule of fees.

C. Service Rates for Sewer System Usage. Customer shall be charged standard monthly fees ("Standard Fees") for services provided to the Property by the City for use of the Sewer System. The Standard Fees shall be equal to the amounts imposed upon individuals and properties within the corporate limits and jurisdictional boundaries of the City for services and access to the Sewer System and in accordance with the Schedule of Fees as established annually by the City. In addition to the Standard Fees, Customer agrees to pay a monthly surcharge rate of *125% of the applicable inside City rate* ("Extra-Territorial Surcharge") above the Standard Fees The Extra-Territorial Surcharge shall remain in effect, and billed monthly until

such time as the Property is annexed into the City, after which time, the Property shall be subject only to the Standard Fees.

D. Annexation Agreement. (Choose one.)

☐ _____ (Signature of Customer.) The Property is currently compact, contiguous, and adjacent to the corporate boundaries and jurisdictional limits of the City and as such, Customer, or the successors, assigns, and heirs of Customer, shall undertake annexation proceedings according to Missouri law for inclusion of the Property into the corporate boundaries and jurisdiction of the City within one (1) year of the effective date of this Agreement at Customer's sole cost and expense.

☒ Gary C Smith (Signature of Customer.) The Property is not currently compact, contiguous, nor adjacent to the corporate boundaries and jurisdictional limits of the City. Customer, on behalf of themselves, their successors, heirs and assigns, hereby consents to, and shall not oppose, protest, or appeal, any future annexation of the Property into the corporate boundaries and jurisdictional limits of the City. Such annexation may be initiated by the City in accordance with Missouri. Such annexation shall be at the sole cost and expense of the City and may be initiated at the discretion of City when the corporate boundaries and jurisdictional limits of the City are compact, contiguous, and adjacent to the Property. The consent provided by Customer herein cannot, and shall not, be revoked by Customer, or the successors, heirs, and assigns of Customer, while the City is providing Sewer Services to the Property.

E. Alexander Creek Interceptor. (Choose one.)

☐ _____ (Signature of Customer.) Customer seeks to connect the Property to the "Alexander Creek Interceptor" as that term is identified within the Advance Financing Reimbursement Agreement ("Reimbursement Agreement") between the City and the Raymore Peculiar School District ("District") dated January 26, 2009. The Alexander Creek Interceptor is a part of the Sewer System. Under the Reimbursement Agreement, Customer is required to provide a reimbursement payable ("Reimbursement Payment") to the District. The Reimbursement Payment is equal to the proportion of the capacity that Customer has in the Alexander Creek Interceptor line (calculated pursuant to the terms of the Reimbursement Agreement). Connection to the Sewer System within the Alexander Creek Interceptor cannot occur until the District has notified the City that it is satisfied with the Reimbursement Payment. The Reimbursement Payment for the Property, as calculated and approved by the District is $_____. The Reimbursement Payment is in addition to City connection fees, or other permit fees in effect. Customer shall submit a copy of the District notification that it has been satisfied with the Reimbursement Payment shall be submitted by Customer prior to issuance of any permits for the Property.

☒ Gary C Smith (Signature of Customer.) Customer does not seek to connect the Property to the "Alexander Creek Interceptor" as that term is identified within the Reimbursement Agreement. No Reimbursement Payment required.

F. Binding Effect. This Agreement shall be recorded by the City at the sole cost and expense of Customer and the covenants, conditions, terms and obligations contained herein shall bind the Parties, their successors, heirs, and assigns, in interest and title. Any duties under this Agreement shall run with the land and the Customer's grantees, successors, heirs, and assigns shall be bound by the provision of this Agreement. Upon transfer of title of any portion of the Property, the Customer shall give written notice of the date of closing, description of the property and names of the purchasers to the City at least ten (10) days prior to closing.

G. City Obligations.

(i) City shall provide for the operation, repair, and maintenance of the entire Sewer System including conveyance and disposal of raw sewage, including any facilities or infrastructure constructed by the Customer ("Facilities") and conveyed/accepted by the City, provided however, that City shall not be obligated to maintain any laterals or individual home pumping systems serving any single connection at any time. City shall not be responsible for the Facilities constructed by the Customer, unless, and until, such time as the City and all other governing authorities shall have approved such Facilities and a written agreement is signed between Customer and City dedicating and accepting such Facilities, and provided further, that the Customer shall have properly conveyed such Facilities to the City. The responsibility of the City to repair and maintain the Facilities shall not operate to relieve Customer's warranty of construction in any manner.

(ii) City shall provide treatment sufficient for the building units covered hereby and comply with all rules and regulations of the Department of Natural Resources and all other agencies governing such Facilities and Sewer System.

(iii) City shall charge, and send notices of such charges, on a monthly basis according to its Standard Fees and the Extra-Territorial Surcharge provided for herein for the Sewer System services and shall comply with all other notices, policies, and procedures adopted by City in the administration of the Sewer System.

H. Customer Obligations.

(i) Construct all Facilities, laterals or individual home pumping systems serving any single connection and located within the Property to provide the Property with proper sewer service connection the Sewer System, at Customer's expense, in accordance with the plans and specifications which shall have been approved by the City and the Missouri Department of Natural Resources (if required). Said construction shall be inspected and supervised by such agencies, departments, and the City, and notice of the progress of such construction is to be given to the City to maintain adequate inspection. In the event that the Customer shall fail to give proper notice, or shall fail to construct said Facilities, laterals or individual home pumping systems serving any single connection and located within the Property, in accordance with such standards and plans, the City shall, and is hereby granted the right and authority to, order said construction to be halted, and order any

deficiency corrected to meet with the approval of such governing authorities and/or the City.

(ii) Furnish, at the sole expense of Customer, any easements to the City at least five feet (5') on either side of the centerline of any sanitary sewer lines or other Facilities conveyed to the City, plus an easement for any sewer appurtenances, together with the right of ingress and egress to construct operate and maintain said sanitary sewer lines or other Facilities conveyed to the City.

(iii) Convey title to all sewer collection lines and sewer appurtenances (excluding laterals or individual home pumping systems serving any single connection and located within the Property) presently in use and all sewer appurtenances constructed within the Property to the City and warrant all transfer to be free and clear of encumbrances or mechanic's liens and any defects.

(iv) Furnish, at the sole expense of Customer, an Ownership & Encumbrance Report as evidence of ownership of the Property, and if the Property is encumbered, furnish subordination to this Agreement from all secured parties.

(v) Insure that no roof drains, foundation drains, or stormwater from any source be permitted to enter any of the sewer lines or appurtenances thereto. Insure that no materials such as inorganic chemicals, gasoline, oil, lint, or other objectionable materials deleterious to the Sewer System be permitted to enter the Sewer System. In the event that any of the foregoing are introduced into the Sewer System, the City shall have the right to enter the premises of the offending Party and to discontinue sewer service, or access to the Sewer System until such time as full remediation, repair, and restitution has been provided by Customer.

(vi) Furnish reproducible "as-built" engineering drawings upon request of the City for all new sewer utility trunks, laterals, mains, and other appurtenances or Facilities constructed pursuant to this Agreement within ninety (90) days of completion of construction. If such plans are not furnished, the City shall have the right to terminate this Agreement, sewer services, and access to the Sewer System.

I. Mutual Obligations and Agreements.

(i) No septic tanks or other means of treating or disposing of sewage shall be permitted within the Property without the written consent of the City.

(ii) City, its employees, representatives, and authorized agents, are hereby granted the right to enter the Property at all reasonable times for the purpose of inspecting the Sewer System and Facilities.

(iii) If the Property is to contain multiple units serviced by the Sewer System, charges for each such unit shall commence upon the date that such unit shall be connected to the Sewer System and put in service. Service charges shall continue to run

with the land until service is terminated by physical disconnection. If not paid within thirty (30) days of due date, charges shall bear a delinquent late charge pursuant to the adopted Schedule of Fees. All unpaid charges of whatever nature including, but not limited to, connection, maintenance, and late fee charges shall become a first lien on the Property. Customer shall pay all costs of filing, recording, attorneys' fees, and late charges in addition to the cost of releasing the lien. Filing a lien shall not preclude service disconnection.

(iv) Customer shall have no rights, and the City shall be under no obligation, unless and until the Customer shall have fully complied with each and every term of this Agreement. The right to connect to the Sewer System, or to have the City take ownership of any Facilities constructed by the Customer shall exist only upon full and complete performance by the Customer as specified herein.

J. No Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the Licensor and the Licensee. No joint employment is intended or created by this Agreement for any purpose.

K. Definitions. Defined terms shall be as identified herein. As to the terms, "City" and "Customer", the following shall apply:

(i) "City" contemplates not only the City of Raymore, Missouri, but also its successors and assigns, and nay person, engineering firm, corporation, municipality, or other governmental agency taking over the performance of the obligations for which this instrument provides.

(ii) "Customer" contemplates all owners of the Property whether one or more, corporate or individual, and contemplates not only the present owner or owners of the Property, but also the successors, heirs, and assigns, who or which may take over the performance of the undertakings and the obligations for which this Agreement provides.

L. Severability. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

M. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Missouri.

N. Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

O. Dispute Resolution. Except as to payment of Standard Charges and Extra-Territorial Surcharges, if there is any default by a Party, or dispute/controversy between the Parties arising

out of or relating to this Agreement, the Parties agree that such default, dispute/controversy will be first mediated. The Parties agree to provide written Notice of such default, dispute or controversy with a fifteen (15) day opportunity of the opposing Party to cure such default. If mediation should fail to resolve the dispute or controversy, the Parties may seek further recourse through legal action in the Circuit Court of Cass County, Missouri, at Harrisonville. All costs and expenses, including reasonable attorneys' fees and experts' fees, of all Parties incurred in any dispute that is determined and/or settled by mediation pursuant to this Agreement will be borne by the Party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one Party, the Parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved. The mediation shall be held at a mutually agreed upon location. Agreements reached in mediation for the resolution of disputes shall be enforceable as settlement agreements in any court having jurisdiction thereof.

P. Additional Remedies for Non-Payment. In addition to any remedies available and outlined in Section O of this Agreement above, any disputes resulting from the failure of Customer to provide payment for sewer services as billed by the City may be resolved by the City pursuant to any and all adopted ordinances, fee structure and policies as adopted by the City at the time of default by Customer.

Q. Amendment. No modification, amendment, termination, or attempted waiver of this Contract, or any provision thereof, shall be valid unless in writing signed by the Party against whom the same is sought to be enforced, and approved by the governing body of the City.

R. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by the Party in breach.

S. Assignment. This Contract may not be assigned by either Party without the prior written consent of the other Party; provided. The benefits and obligations of this Contract shall be binding upon and inure to the Parties hereto, their successors and assigns.

T. Notices. Any notice required under the terms of this Contract shall be governed by the following provisions:

(i) Effective Notice. All notices required under this Agreement shall be in writing and shall be effective as set forth in this section.

(ii) Method of Delivery. Except as to monthly bills issued by the City (which shall be delivered pursuant to its adopted billing procedures and practices) all notices, requests, demands and other communications hereunder ("Notice") shall be deemed to have been duly given if the same shall be in writing and delivered via e-mail at approved e-mail addresses provided below, or by a nationally recognized overnight delivery service with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as

set forth below. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm/company/entity, or to an officer of the corporation for which it was intended.

(iii) City Notice. Notice to City shall be addressed to:

ATTN: City Manager
100 Municipal Cir
Raymore, MO 64083

(iv) Customer Notice. Notice to Customer shall be addressed to:

Gary & Cheryl Smither
1420 Hickory St
Raymore, MO 64083

E-mail: Cheryl@Primeaccounting.com

(v) Change of Notice. Any party shall have the right to change its respective address or email for receipt of Notice by written Notice to the other party.

U. Effectiveness. This Agreement shall become effective only after it has been; (a) authorized by the governing body of the City, (b) executed by the authorized representative on behalf of the City, and (c) executed by Customer, or their authorized representative.

V. Authorized Representatives. City warrants to Customer that they have followed all applicable statutory procedures required under Missouri law (including but not limited to the Open Records or "Sunshine" law contained in Chapter 610 RSMo), and its own enabling acts in connection with their respective authorization and approval of this Agreement. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of their respective entity which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

W. Indemnification. Customer will defend and indemnify City, its officers, elected representatives, and employees from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death to the extent caused by gross negligence, recklessness, or intentional wrongful conduct of Customer or its contractors arising from this Agreement; provided, however, that indemnification relating to personal injury of employees will not apply to any claims made by City employees

that are covered under applicable workers' compensation laws; and provided, further, that Customer's indemnification obligations will not extend to liability to the extent caused by the negligence or willful misconduct by any indemnitee or City

X. Insurance. During the construction of the Facilities, Customer agrees to obtain and keep in force commercial liability insurance, naming City as additional insureds, in an amount not below the sovereign immunity cap outlined in Section 537.610 RSMo and as increased by the Director of the Department of Commerce and Insurance. For convenience, the 20_ sovereign immunity cap as calculated by $2,000,000 for claims arising out of a single accident or occurrence and $ 300,000 for any one person in a single accident or occurrence.

Y. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Facsimile, computer formatted, copied, or electronically preserved copies of the original of this Agreement shall be enforceable and any party who receives a copy of this Agreement showing that it has been executed may rely upon the same with full force and effect as if it were an original.

Z. Cooperation. The parties agree to cooperate with one another at all times and to coordinate their activities as necessary during the term of this Agreement. The parties agree to cooperate with any other subcontractors or parties retained by the parties, and to ensure performance in an efficient and timely manner.

IN WITNESS THEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20_____.

CITY OF RAYMORE, a municipal corporation of Cass County, Missouri

Dated: _____

_____
Mayor

Approved in Form by:

Attest:

_____
City Attorney

_____
City Clerk

"CITY"

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____ _____, to me personally known, who, being by me duly sworn or affirmed, did say that they are the Mayor of the CITY OF RAYMORE, a Municipal Corporation of Cass County, Missouri, and that the foregoing instrument was signed on behalf of said entity, and said person acknowledged said instrument to be the free act and deed of said entity.

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

_____
Notary Public

_____
Printed Name

My Commission Expires:

[Remainder of page intentionally left blank.]

Dated: FEBRUARY 20, 2026

Gary C Smither
Signature

GARY C. SMITHER
Printed Name

"CUSTOMER"

STATE OF Missouri)
)ss.
COUNTY OF Cass)

On this 20th day of February, 2026, before me appeared Gary Smither to me personally known who being by me duly sworn did state that they are the customers in the foregoing instrument which was signed by them and acknowledged that it was signed of their free act and deed for the purposes provided for therein.

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

Emily Jordan
Notary Public

Emily Jordan
Printed Name

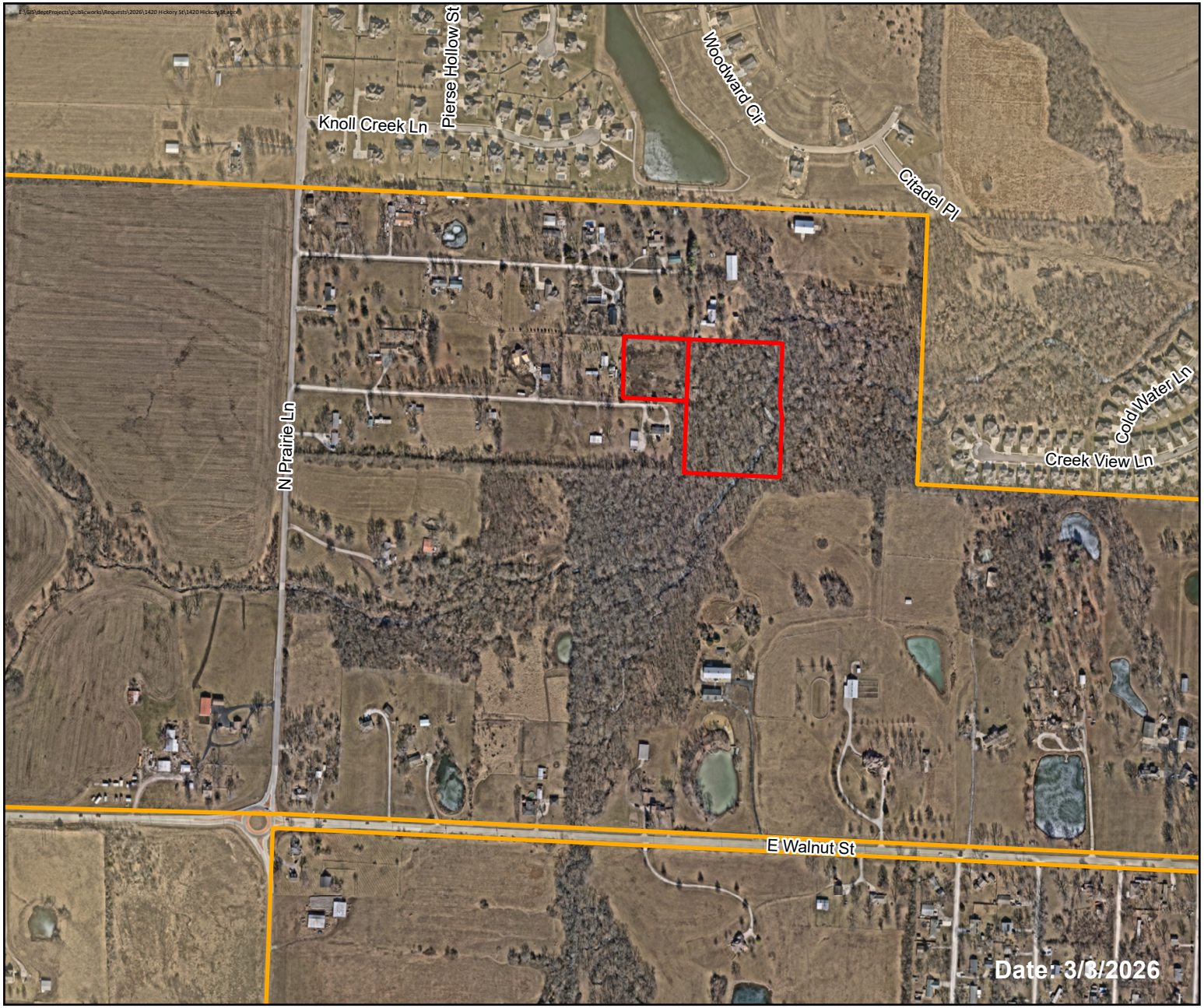
My Commission Expires: 03/08/2029

EMILY JORDAN
Comm. Exp. 03/08/2029
NOTARY PUBLIC NOTARY SEAL #21585454
Jackson County
STATE OF MISSOURI

Exhibit A

SERVICE PARCEL - All of a certain parcel of Real Estates commencing at a point in the West line of Section Thirteen (13), Township Forty-six (46), Range Thirty-two (32), Cass County, Missouri, said point bearing South 0°48'50" East a distance of 562.00 feet from the Northwest corner thereof; thence East 1389.50 feet to the trust point of beginning of the tract herein to be described; thence South 0°48'50' East a distance of 256.10 feet; thence East 227.00 feet, thence North 0°48'50" West a distance of 256.10 feet; thence West 277.00 feet to the point of beginning, containing 1.5/8 acres more or less, except a reservation in a deed filed in Cass County, Missouri at Book 3087, Page 839.

PARCEL THE SEWER WILL EXTEND THROUGH - Lot Two (2), Fulton Acres, a subdivision in Cass County, Missouri, according to the recorded plat thereof, filed with the Cass County Recorder of Deeds in Plat Book 6 at Page 9



LEGEND

Parcel

City Limit

N

0 0.25

Miles

RAYMORE

come home to more

SEWER CONNECTION

public works

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/9/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair (pg 110)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	JM Fahey Construction Company
Amount of Request/Contract:	$840,197.75
Amount Budgeted:	$1,400,000.00
Funding Source/Account:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4/13/2026	6/12/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4021
2. Signed Contract - 58 Highway Ramp Sidewalk

BACKGROUND / JUSTIFICATION

The 58 Highway Mill and Overlay Project primarily consists of 4,200 linear feet of 3-inch deep asphalt milling with a 3-inch asphalt overlay and curb replacement. Additional work

includes the repair or replacement of storm sewer lids, curbs and sidewalks as needed.

The City only received one bid on this project. City staff contacted two of the prospective bidders to ask why they did not place a bid and were told that due to some of the equipment and testing requirements, the prospective bidders did not feel that they could place a competitive bid. The bid that was received was consistent with the engineer's estimate for the work.

City staff recommends award of the project to JM Fahey Construction Company in the amount of $840,197.75

BILL 4021 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 58 HIGHWAY MILL AND OVERLAY PROJECT AND ADA RAMP/SIDEWALK/CONCRETE REPAIR, CITY PROJECT NUMBER 26-494-201/26-503-201 IN THE AMOUNT OF $840,197.75 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 18, 2026; and,

WHEREAS, JM Fahey Construction Company 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 $840,197.75 with JM Fahey Construction Company for the 58 Highway Mill and Overlay, Ramp and Sidewalk Project, attached as Exhibit A.

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

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
come home to more

CITY OF RAYMORE
CONTRACT FOR SERVICES

58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair

This Contract for 58 Highway Mill and Overlay Project and ADA Ramp/Sidewalk/Concrete Repair, hereafter referred to as the **Contract** is made this 23rd day of March, 2026, between JM Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview MO, 64030, 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 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 26-494-201/26-503-201 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 90 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 $840,197.75.

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)

JM FAHEY CONSTRUCTION COMPANY

By: _____

Title: Andrew Fahey, President

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

ANTICIPATED SCOPE OF SERVICES:

- The 58 Highway Mill and Overlay Project primarily consists of 3 inch deep Asphalt Milling with 3" Asphalt Overlay and Curb Replacement. The ADA Ramp/Sidewalk/Concrete Repair project primarily consists of various concrete replacement projects.

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

Contractor shall complete work within **90** 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

- **Full Width Milling:** Shall be paid for at the unit bid price per square yard (SY). The milling depth will be 3". The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings. Note: An asphalt paving fabric (Petrotac PV-4591 or similar material) approximately 6' wide was placed along the longitudinal joint of both the westbound and eastbound lanes during the previous mill and overlay project. The full width milling unit price shall include the removal and disposal of the fabric. The 3" full width milling unit price shall also include concrete milling at the intersection of Peace Drive and 58 Highway.

- **3" Type 5 VIRGIN Overlay:** 3" Type 5 Virgin Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment **including a Material Transfer Vehicle (MTV) and 20+ ton rollers** required to place and compact a 3" thick surface mat. Vacuum sweeping, testing and tack oil are subsidiary to this line item. UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project. Tack shall be applied at the rate of 0.05 to 0.10 gal/SY and shall be applied between lifts, unless lifts are placed the same day. 58 Highway shall not stay unsurfaced longer than seven (7) calendar days without the permission of the City. Night paving may be required by The City.

The line item cost of base and surface asphalt per ton will be indexed as per the following:

The adjustment applies only to the virgin asphalt cement actually placed. The percent AC on the job mix should be used for the calculation unless the

change in target AC meets the requirement for field mix design. The asphalt cement contribution of RAP is excluded.

The adjustment is calculated using the following formula

A=(B X C) X (D - E)

Where:
A = Adjustment for mix placed during monthly average index priced.
B = Tons of mix placed during the monthly average index period
C = % of virgin asphalt binder as listed in the job mix formula
D = Monthly average priced at time of mix placement
E = Monthly average price at time of bid

The baseline asphalt prices for the index are taken from the Asphalt Weekly Monitor published by Poten & Partners Inc. The average of the midpoint published prices for PG 64-22 in the St. Louis, Missouri and Kansas City area will be used. The monthly base price will be the price in the last published Asphalt Weekly Monitor prior to MODOT's monthly bid opening.

- **Full Depth Patching:** Full Depth Patching (12") shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing material and replace with compacted asphalt to the milled surface. Asphalt shall be Type 5 Recycled and not exceed 4" lifts when being installed. Temperature between asphalt lifts is 180°F and falling. Asphalt below 150°F will require tack oil to be applied. Asphalt exceeding 180°F will be required to naturally cool until the correct temperature is reached.

- **Curb Removal and Replacement:** The unit price named in the bid shall be for the linear feet of curb & gutter removed and replaced. The unit price named in the bid shall cover all costs in connection for removing and installing Straight Back (CG-1) curb. Weather permitting curbs shall be replaced within 24 hours of curb removal. Site restoration is subsidiary to the curb bid item. The site shall be restored to equivalent or better condition. Expansion joint material will be required at curb and sidewalk borders, expansion joint material shall be subsidiary to the curb removal and replacement 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 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 6" thick concrete 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. Site restoration is subsidiary to

the ADA ramp bid item. The site shall be restored to equivalent or better condition.

- **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 associated with the 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. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal. Site restoration is subsidiary to the Sidewalk bid item. The site shall be restored to equivalent or better condition.

- **Concrete Routing and Sealing:** The unit price named in the bid shall be for the Lump Sum (LS) to repair 25 cracks in existing concrete sidewalk panels. The unit price named in the bid shall cover all costs associated with routing existing concrete cracks, disposal of debris, and installing non-shrink grout.

- **Existing Utility Concrete Pad:** The unit price named in the bid shall be for Each 6" thick concrete pad placed. The unit price named in the bid shall cover all costs associated with the removal of existing material, disposal of material, expansion joint separating utility from concrete and installing 6" Thick KCMMB 4k Concrete. Water valves shall be centered within a 2'x2'x6" diamond pad. Manholes shall be centered when possible in a 5'x5'x6" diamond pad. The concrete pads shall be installed after the 3" asphalt surface has been placed.

- **Temporary Pavement Markings:** The unit price named in the bid shall be for (Each) Temporary Pavement Marking operation. The temporary pavement markings shall mark the existing lanes of traffic on 58 Highway, arrows and other marking will not be required. Temporary pavement marking will be required immediately after the milling and paving is completed each day. Use MoDOT section 1048.10 Temporary Pavement Marking Materials for additional information on materials and application. Only Temporary Raised Pavement Markers utilizing pressure sensitive adhesives shall be allowed on the new asphalt overlay, no temporary paint will be allowed.

- **Permanent Pavement Markings:** Permanent pavement markings shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required by manufactures specification to replace all of the existing traffic markings that were removed. The contractor shall record and note the existing pavement markings and measurements prior to the milling operation. **All pavement markings shall be Methyl methacrylate (98:2) for all white and yellow pavement markings.** Use *Utah Blend Coated T-13 glass beads* for

application on all pavement marking material. **All arrows shall be pre-formed thermoplastic**, the (24) arrows shall be inlaid. The required thickness for symbols is a minimum of ninety (90) mil at the edges and a maximum of 140 mil at the center. All pavement markings shall be installed per manufacture specifications. Striping on affected roadways shall commence within forty-eight (48) hours following completion of asphalt overlay, weather permitting. **Permanent Pavement Marking shall be applied between the hours of 7 pm and 7 am.**

- **Traffic Control:** The unit price named in the bid shall be for the Lump Sum (LS) to design, place and remove all required traffic control for all operations on the 2026 58 Highway Mill and Overlay Project and 2026 ADA Ramp/Sidewalk/Concrete Repair. The traffic control shall follow the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD). The City of Raymore will require the traffic control plan to be submitted and approved prior to construction. Publishable traffic control maps will be required. Lane closures will only be allowed while workers are on site. 58 Highway must remain open to traffic at all times. If the contractor chooses or is required to perform overnight work, appropriate traffic control and safety devices shall be provided with no change to the unit price.

- **12' x 4' Storm Box Lid Replacement:** Storm Box Lid Replacement shall be paid at the unit bid price per each. The unit price shall include all labor, equipment and materials to remove the existing lids, dispose of any debris and install the new lids. Lids will be allowed to be precast or cast in place. Any curb or sidewalk removal required to remove and replace the lid for this line item will be paid for under the respective line item.

- **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 curb into existing concrete. One end of each section of curb replacement shall also use ¾ 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*: The City of Raymore's working hours are 7 am to 7 pm, Monday through Saturday. The City may require overnight work on the 2026 58 Highway mill and overlay project which would take place between the hours of 7 pm to 7 am.

- *Signing*: The Contractor will furnish adequate signs, barricades, warning lights, arrowboards 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.

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10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-494-201/26-503-201

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 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 warrantees shall be issued at point of final acceptance by the City of Raymore.

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under $75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 26-494-201/26-503-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

ADDRESS: 408 High Grove Road
Street

ADDRESS: Gradnview MO 64030
City State Zip

PHONE: 816-763-3010

E-MAIL: bids@jmfahey.com

DATE: 02/18/2026
(Month-Day-Year)

Andrew M Fahey - President
Signature of Officer/Title

DATE: 02/18/2026
(Month-Day-Year)

- Kevin R Fahey - Secretary
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 26-494-201/26-503-201

CONTRACTOR DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

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

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

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

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

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

PROPOSAL FORM C
RFP 26-494-201/26-503-201

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	SEE ATTACHED
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 55

State the current number of personnel on staff: 100

J.M. FAHEY CONSTRUCTION COMPANY

ACTIVE PROJECTS IN EXCESS OF $1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Front St	$2,229,367.00	Active	Grain Valley - Patrick Martin - 816-847-6221
25-1 Mill & Overlay	$10,190,515.00	Active	KCMO - Garrett Ross - (816) 513-4701
25-2 Mill & Overlay	$9,486,892.50	Active	KCMO - Garrett Ross - (816) 513-4701
25-3 Mill & Overlay	$9,138,372.50	Active	KCMO - Garrett Ross - (816) 513-4701
Mill & Overlay K-92 in Jefferson County	$1,221,940.50	Active	KDOT - Amy Pope - (913) 942-3040
Truman Connected	$2,616,572.60	Active	Independence - Steven Maldonado - 816-325-7611

COMPLETED PROJECTS IN EXCESS OF $1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2021 Pavement Management	$1,266,297.13	Closed	Leavenworth - Mike Stephan - (913) 684-0392
Leavenworth Route 2	$1,287,259.00	Closed	Linaweaver Construction - Marcus Linaweaver - (913) 351-3474
Shawnee 2022 Mill and Overlay	$2,187,758.00	Closed	McAnany Construction - Eric Vossman - (913)915-5756
Leawood Lee Boulevard	$1,387,337.00	Closed	Leawood - John Westbrook - (913) 663-9135
Leawood 2022 Residential Program	$1,372,308.00	Closed	Leawood - John Westbrook - (913) 663-9135
2021 Projects	$381,083.70	Closed	Westwood Hills - John Sullivan - (913) 432-1550
Shawnee 75th Street Improvements	$493,216.00	Closed	Miles Construction - Eric Reents - (913)957-0792
Blue Rock Urban Outfitters	$737,283.00	Closed	Blue Rock - Dennis Vance - (215) 688-8385
Merriam West Frontage Road	$205,170.00	Closed	Miles Construction - Jane Miles-Breuer - (913) 957-0792
KDOT K7 & Hollingsworth Road	$228,242.00	Closed	Miles Construction - Jane Miles-Breuer - (913) 957-0792
2021 Street Resurfacing	$5,729,575.00	Closed	UG - Brandon Grover - (913) 573-5704
North Side Drainage Correction 40'	$294,929.00	Closed	Foley Equipment - David Doffing - (316)-665-2518
2022 PMP Mill & Overlay & Pavement Rehab Project	$832,682.50	Closed	Leavenworth - Mike Stephan - (913) 684-0392
Leavenworth 2nd & Chestnut Stone Arch Replacement	$290,573.00	Closed	LEXECO - Matt Kaaz - (913)-775-1200
KDOT Call 215 - 47th St from Rainbow to Mission	$240,880.00	Closed	Miles Construction - Eric Reents - (913)957-0792
22-2 Street Resurfacing	$9,682,941.00	Closed	KCMO - Garrett Ross - (816) 513-4701
22-3 Street Resurfacing	$8,988,267.00	Closed	KCMO - Garrett Ross - (816) 513-4701
2022 Street Preservation Project	$1,306,175.50	Closed	City of Raymore - Phil Becker - 816-331-1852
23-1 Street Resurfacing	$10,371,636.25	Closed	KCMO - Garrett Ross - (816) 513-4701
23-2 Street Resurfacing	$9,857,382.50	Closed	KCMO - Garrett Ross - (816) 513-4701
23-3 Street Resurfacing	$9,541,516.25	Closed	KCMO - Garrett Ross - (816) 513-4701
Red Bridge Road	$6,340,060.20	Closed	KCMO Parks & Recreation - James Wang - (816) 513-7622
Nieman Road Reconstruction - Shawnee Mission to 79th	$4,161,393.25	Closed	Shawnee - Jason DeWald - (913) 742-6234
2022-23 Street Resurfacing	$8,903,500.00	Closed	UG - Brandon Grover - (913) 573-5704
2024 Street Preservation	$1,040,582.50	Closed	Raymore - Phil Becker - 816-892-3072
Mill & Overlay K-92 in Leavenworth County	$3,869,854.00	Closed	KDOT - Amy Pope - (913) 942-3040
KC Streetcar - South Terminus/Mill & Overlay	$5,457,936.00	Closeout	KC Streetcar - Aaron Adams - (816) 233-9001
24-2 Street Resurfacing	$8,611,041.25	Closeout	KCMO - Garrett Ross - (816) 513-4701
24-3 Street Resurfacing	$8,300,416.25	Closeout	KCMO - Garrett Ross - (816) 513-4701
Mill & Overlay K-5 in Wyandotte County	$1,615,655.75	Closeout	KDOT - Amy Pope - (913) 942-3040
2023-24 Street Resurfacing	$12,913,200.00	Closed	UG - Brandon Grover - (913) 573-5704
2023 CARS - Nall Ave - 75th to 67th	$2,774,954.00	Closed	Prairie Village - Melissa Prenger - 913-385-4647
Raytown Road Maintenance	$1,204,812.20	Closed	Raytown - Damon Hodges - 816-737-6065
Mill & Overlay K-16 in Leavenworth County	$4,095,096.00	Closeout	KDOT - Amy Pope - (913) 942-3040
Nall Ave STP	$1,060,737.25	Closeout	Roeland Park - Donnie Scharff - 913-722-2600
Square Streetscape	$2,236,594.50	Closeout	Independence - Steven Maldonado - 816-325-7611
Blue Ridge Blvd	$1,618,997.75	Closeout	Grandview - Athena Hyun - 816-797-1878

PROPOSAL FORM D

RFP 26-26-494-201/26-503-201

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

as (*) 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. 26-494-201/26-503-201 58 Hwy Mill and Overlay and Ramp/Sidewalk/Concrete.

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. 26-494-201**

58 Highway Mill and Overlay Project
Base Bid

Curb Base Bid Items	Units	Estimated Quantities	$/Units	Total
Full Width Milling	SY	27535	$2.50	$ 68,837.50
3" Type 5 Virgin or Recycled Overlay	Ton	5018	$82.00	$ 411,476.00
Full Depth Patching	Ton	36	$155.00	$ 5,580.00
Curb Removal and Replacement	LF	3750	$42.00	$ 157,500.00
Existing Utility Concrete Pad	Each	7	$2,175.00	$ 15,225.00
Temporary Pavement Markings	Each	2	$775.00	$ 1,550.00
Permanent Pavement Markings	LS	1	$30,010.00	$ 30,010.00
Pavement Smoothness Testing	LS	1	$7,500.00	$ 7,500.00
Traffic Control	LS	1	$4,500.00	$ 4,500.00
Mobilization, bonds and insurance	LS	1	$17,000.00	$ 17,000.00
TOTAL BASE BID				$ 719,178.50

ADA Ramp/Sidewalk/Concrete Repair
Base Bid

Curb Base Bid Items	Units	Estimated Quantities	$/Units	Total
ADA Ramp	Each	9	$2,900.00	$ 26,100.00
4" Sidewalk Replacement	SF	5661	$14.25	$ 80,669.25
Concrete Routing and Sealing	LS	1	$3,250.00	$ 3,250.00
12' x 4' Storm Box Lid Replacement:	EA	4	$2,750.00	$11,000.00
TOTAL BASE BID				$ 121,019.25

TOTAL BASE BID BOTH PROJECTS COMBINED:

Total Base Bid for Project Number: 26-494-201 / 26-503-201

$ 840,197.75
In the blank above insert numbers for the sum of the bid.

($EIGHT HUNDRED FORTHY THOUSAND ONE HUNDRED NINTY SEVEN
DOLLARS AND SEVENTY FIVE CENTS.**)**
In the blank above write out the sum of the bid.

Company Name JM FAHEY CONSTRUCTION COMPANY

By _____
Authorized Person's Signature

ANDREW FAHEY - PRESIDENT
Print or type name and title of signer

Company Address _____

408 HIGH GROVE RD

GRANDVIEW MO 64030

Phone 816-763-3010

Fax _____

Email BIDS@JMFAHEY.COM

Date 2/18/26

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

RAYMORE
come home to more

ADDENDUM NO. 1
58 Highway Mill/Ramp/Sidewalk/Concrete
Project #26-494-201/26-503-201

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

Addendum No. 1 - Questions and clarification. Revised Proposal Form Attached

1. Question: Would the City of Raymore be interested in using Type 5 recycled mix instead of the APWA type 5-01 Virgin mix?

> **Response:** The City **will allow** Type 5-01 recycled asphalt in accordance with APWA Section 2205.4, C, 1. "Recycled Asphaltic Concrete shall be equal to that produced as new material. RAP, FRAP and RAM shall represent no more than 30% of the composition for all surface mixes."

2. Question: Will pavement smoothness testing be required?

> **Response:** Pavement smoothness testing **will be required** in accordance with the latest version of APWA section 2211. Bid Form E has been revised to include a line item for pavement smoothness testing. No additional or reduced payments will be made based on performance during the smoothness testing.

3. Question: In the spec book, under the working hours section, it says the working hours are 7am-7pm, Monday through Sunday. However, there is a caveat stating that the city may require overnight work. Requiring overnight work for the mill and overlay portion will drastically affect the cost of the work. I did see that the striping will have to be overnight, but will the asphalt and concrete work?

> **Response:** All work regarding pavement markings will be required during night time hours, 7 pm- 7 am.
>
> All other tasks that will take place listed in the RFP will be allowed during daylight or night time hours. However, we will operate with a time frame of **9 am- 6am** which will limit the disruption to morning traffic. In the event that the City solely deems night operations to be required (other than pavement markings) a contract change order will be allowed at that time. If the contractor elects to work at night a contract change order will not be considered. The City would encourage the consideration of night paving operations due to the limited traffic that the highway experiences.

4. Question: What about utilities? Will there be any conflicts?

> **Response:** The City doesn't expect and isn't aware of any serious utility conflicts. However, we recommend the Bidder do their due diligence that they feel is needed before bidding.

5. Question: In the RFP there is a 20 ton roller spec, will a 10 ton roller be acceptable as it is standard.

Response: 10 ton rollers are acceptable on this project.

6. Question: Is the MTV required?

Response: Yes, we are requiring the contractor to utilize the MTV.

7. Question: Tack requirements?

Response: We will allow an approved equal. We will want to review the equal at the time of the pre construction meeting.

8. **Question: Is a mechanical sweeper ok or does the City want a vacuum?**

Response: We will allow a mechanical sweeper.

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

Company Name: JM FAHEY CONSTRUCTION

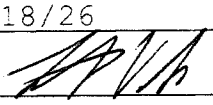
By: TATE VICKERS

Title: ESTIMATOR

Address: 408 HIGH GROVE RD

City, State, Zip: GRANDVIEW MO 64030

Date: 2/18/26 Phone: 816-763-3010

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Andrew M Fahey / JM Fahey Construction Company

Company: JM Fahey Construction Company

Address: 408 High Grove Road - Grandview, MO 64030

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 # 26-494-201/26-503-201.
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.

JM Fahey Construction Company
Company Name

Signature

Name: Andrew M Fahey

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 18th day of February, 2026.

Notary Public: Traci Brisbois

My Commission Expires: 2/19/2028 Commission # 02426603

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.

TRACI BRISBOIS
Notary Public, Notary Seal
State of Missouri
Cass County
Commission # 02426603
My Commission Expires 02-19-2028

Company ID Number: 178720

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 J. M. Fahey Construction Company (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: 178720

Approved by:

Employer J. M. Fahey Construction Company	
Name (Please Type or Print) Bridget K Fahey	Title
Signature Electronically Signed	Date 01/12/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/12/2009

Company ID Number: 178720

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	J. M. Fahey Construction Company
Company Facility Address	408 High Grove Road Grandview, MO 64030
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431029042
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/9/2026
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - T.B. Hanna Station Tree Maintenance and Removal (pg 158)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.7: Utilize existing trees, natural features and resources to enhance the Parks and Recreation System.

FINANCIAL IMPACT

Award To:	Arbor Masters
Amount of Request/Contract:	$24,800
Amount Budgeted:	$55,000
Funding Source/Account:	47-00-8430-0000 - Parks Sales Tax

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
3/25/2026	5/8/2026

STAFF RECOMMENDATION:

Award of Contract

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	February 24, 2026
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4022
2. TB Hanna Contract - Signed
3. Arbor Masters Proposal
4. Bid Tab

BACKGROUND / JUSTIFICATION

The FY26 Capital Improvement Plan includes a list of projects to prepare the park for expansion at T.B. Hanna Station, including tree maintenance. The general scope of work includes tree trimming, tree removal and stump grinding services for pre-identified trees that need maintenance.

Five complete proposals were received. Arbor Masters was the lowest, most responsive bid. The total bid tab is attached.

BILL 4022 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH ARBOR MASTERS IN THE TOTAL AMOUNT OF $24,800.00 FOR THE TRIMMING, REMOVAL AND STUMP GRINDING OF HAZARDOUS TREES AT T.B. HANNA STATION."

WHEREAS, the Parks and Recreation Board has approved the removal of hazardous trees, limbs and stump grinding at T.B. Hanna Station and the expanded park area west of Adams Street; and,

WHEREAS, City staff advertised and received bids for the tree maintenance at T.B. Hanna Station; and,

WHEREAS, City staff reviewed the proposals and found that Arbor Masters 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 MARCH, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
come home to more

CITY OF RAYMORE
CONTRACT FOR SERVICES

Tree Maintenance and Removal - T.B. Hanna Station

This Contract for Tree Maintenance and Removal, hereafter referred to as the **Contract** is made this 24th day of March, 2026, between Arbor Masters, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 8250 Cole Parkway, Shawnee, Kansas 66227, 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 24, 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 26-480-201 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 45 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of $24,800.00.

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

The City Manager has the authority for change orders.

ARTICLE IV
CONTRACT PAYMENTS

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Contractor's work. The City will be the sole judge as to the sufficiency of the work performed. 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 Contractor's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall h

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)

Arbor Masters
Company Name

By: _____

Title: President

Attest: _____

(SEAL)

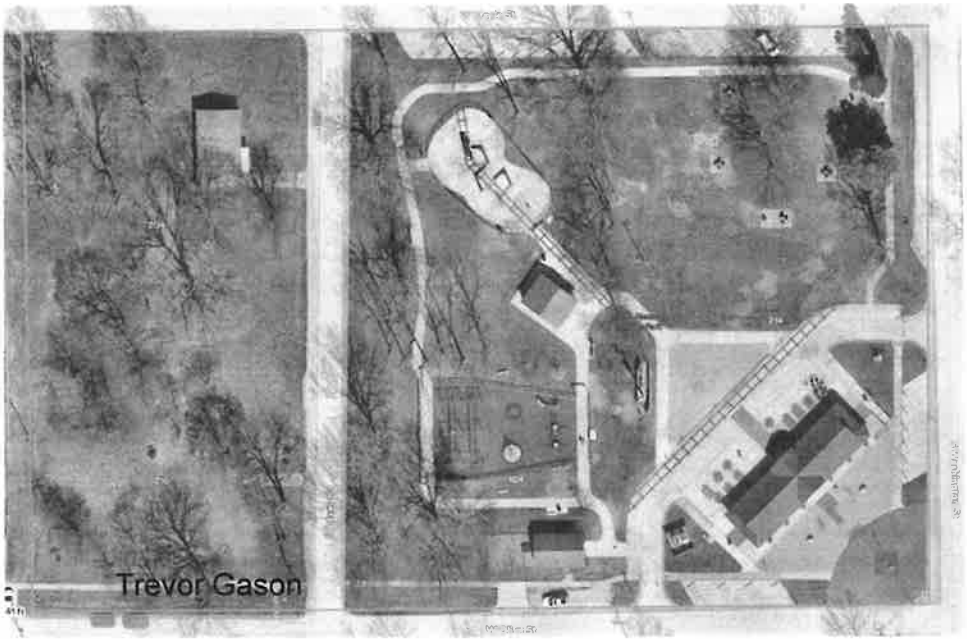
APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Tree Maintenance & Removal - T.B. Hanna Station

ANTICIPATED SCOPE OF SERVICES:

T.B. Hanna Station - Tree Maintenance, Removal and Stump Grinding

The general scope of work includes providing tree trimming, tree removal and stump grinding services for pre-identified trees located at T.B. Hanna Station, 214 South Washington Street, and two adjacent city park properties located at 204 and 216 South Adams Street.



A. **Tree Work** - Contractor will use the following method to identify work

Orange Ribbon - Trees marked with an orange ribbon are NOT to be removed. The Contractor is to assume each orange ribbon tree is scheduled for the following:

- Crown Lifting: Removing lower branches to provide clearance for pedestrians or vehicles.
- Deadwood Removal: Removing dead, dying, or diseased branches.
- Structural Pruning: Pruning to build a strong structure, especially in young trees, by removing crossing or weakly attached branches.

Additional work may be carried out at the direction of the Parks and Recreation Staff after award or during project. Additional work may include:

- Crown Reduction: Pruning to reduce the overall size of the tree while maintaining its natural appearance.
- Crown Thinning: Removing some secondary branches to reduce density and improve light and air circulation.

Pink Ribbon - Trees marked with a pink ribbon **ARE** to be removed. The Contractor is to assume each pink ribbon tree should be removed in its entirety and the stump removed according to specifications listed below.

NO Ribbon - Tree shall be protected from any damage that might occur, otherwise it is to remain untouched.

Existing Stumps - Existing stumps shall be identified by Park and Recreation Staff with spray paint and noted during the pre-bid meeting. Existing stumps are to be removed according to specifications listed below.

Stump Holes - Newly removed tree stumps and existing tree stumps that are removed shall be backfilled and seeded according to specifications listed below.

Wood Chips/Debris - All removed trees, limbs, branches and debris shall be mulched in a professional grade chipper with the mulch taken to the Park Maintenance facility at 909 South Madison to be used by Parks and Recreation Staff for future tree mulch. Logs unsuitable for chipping shall be disposed of by the contractor.

Trevor Geason

B. Additional Scope

1. Minimum Specifications:: All work shall be accomplished in accordance with the American National Standards Institute (ANSI) Z133 Safety Standards and the following minimum specifications:

Prior to commencing work, the Contractor shall contact Missouri One-Call (1-800-344-7483) and other potentially affected utility entities for location of underground utilities.

1.1 The Contractor shall remove the trees and stumps designated by the City. Removal of a tree includes removal of the stump.

1.2 Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract. Divots/low spots created by tree removal shall be filled prior to leaving the job site.

1.3 Work Productivity: If, in the opinion of the City, a contractor is not performing satisfactorily or is failing to prosecute the work with such diligence as will insure timely completion, the contract may be terminated.

1.4 Crew Size: Contractor must use due diligence in determining and placing sufficient crew members as the situation dictates.

1.5 Stump Removal:

1.5.1 Contractor shall also coordinate stump removal work with the Parks and Recreation Department for location of possible irrigation systems, underground cisterns and/or other points of concern.

1.5.2 Stumps, root flares, surface root laterals shall be removed to a minimum depth of six (12) inches below grade. Grade is defined as the elevation of surrounding soil that has not been displaced by the tree including its roots.

1.5.3 Should extra root removal be required, the Contractor may contact the City representative and, at the City's discretion, an allowance may be made for additional compensation. The City representative must approve additional payment in writing.

1.5.4 No soil or grass mounds, humps or depressions shall be left upon completion of stump removal. Page 10 of 25

1.5.6 Stump chips shall be removed from the site upon completion of stump grinding unless authorized otherwise by the City.

1.6 Stump hole backfill: Fill soil is to be tamped down and raked smooth to match grade as described in Paragraph 1.5.2 above. The contractor shall anticipate potential settling to reduce potential for future return to the site by crowning the affected area to a minimum depth of two (2) inches surrounding the existing grade. In no case shall the final grade be more than six (6) inches above the surrounding existing grade.

Soil shall be fertile, friable, and loamy of uniform quality without admixture of subsoil materials, and shall be free from materials such as hard clods, stiff clay, hardpan, partially disintegrated stone, stone larger than one (1) inch in diameter, and other impurities. Soil shall be relatively free from vegetation debris. Topsoil shall be free of noxious weeds and other objectionable, undesirable vegetation that will prevent establishment of suitable turf.

1.7 Seeding:

1.7.1 Seeding preparation work shall be performed prior to schedule seeding. Each site shall be raked to loosen the soil and any weeds shall be removed.

1.7.2 Apply seed mixture evenly and thoroughly over area at a rate equivalent to 8.0 lbs. per 1,000 S.F. Seed shall be a 3-way turf type fescue approved by the Parks Superintendent.

1.7.3 Evenly spread straw or biodegradable matting, suitable for lawn maturation, shall be used to seed and mulch disturbed areas or stump hole locations.

1.7.6 For tree or stump removals taking place outside of recommended seeding times (March 1-April 30 and September 1-October 31), reseeding and mulching can be completed during the next seeding time, unless otherwise directed by the City.

2. Public Protection: The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws. The Contractor shall erect temporary barriers and other protection necessary to protect persons and

property from injury or damages during all stages of work. The Contractor shall contact the City of Raymore prior to any work which may require full or partial street closure or blockage. City officials will coordinate with the contractor on street closures.

3. Signing and Barricades:

3.1 All traffic control signs and barricades shall be coordinated with the Parks and Recreation Department and the Raymore Public Works Department.

3.2 Work sites shall be confined to the smallest area possible, so maximum use of the street, sidewalk, and other byway is maintained and hazard to traffic is reduced to a minimum.

3.3 It is recommended that the contractor confine the work area to be within park property boundaries when possible.

4. Permission on Private Property: All work will be performed on City property. In the event that work may be required on private property, the Contractor must confer with Parks and Recreation staff prior to working with the owner or owners, agent or individuals, or Board having authority thereover of each tree, bush, or hedge intended to be trimmed or removed.

5. Project Meetings: Weekly Project meetings shall be scheduled between the contractor and Parks and Recreation Staff upon Notice to Proceed.

15.1 Pre-work Conference: As scheduled by the City. Attendance by the City and the Contractor.

15.2 Additional meetings may be scheduled at the discretion of the City in consultation with the Contractor.

6. Additional Time: Extra time may be allowed past the completion time stated in Contractor's bid for inclement weather conditions or other causes beyond the control of the Contractor, however, extensions are to be approved in writing by City representative.

1. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-480-201

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 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 warrantees shall be issued at point of final acceptance by the City of Raymore.

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under $75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 26-480-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Patrick Turley having authority to act on behalf of (Company name) Arbor Masters do hereby acknowledge that (Company name) Arbor Masters 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: Arbor Masters

ADDRESS: 8250 Cole Parkway
Street

ADDRESS: Shawnee KS 66227
City State Zip

PHONE: O: 913-441-8888 C: 913-579-1312

E-MAIL: tgleason@arbormasters.com

DATE: 1.26.2026
(Month-Day-Year)

President
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

_____
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 26-480-201

CONTRACTOR DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

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

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

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

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

PROPOSAL FORM C
RFP 26-480-201

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 Overland Park, Kansas
ADDRESS	8500 Santa Fe Drive
CONTACT PERSON	Bailey Patterson City Forester
CONTACT EMAIL	baileypatterson@opkansas.org
TELEPHONE NUMBER	913-895-6000
PROJECT, AMOUNT AND DATE COMPLETED	Ash Tree Removals $516K September 2025

COMPANY NAME	City of Kansas City, MO
ADDRESS	4600 E 63rd St, Kansas City, MO 64130
CONTACT PERSON	Kevin Lapointe - City Forester
CONTACT EMAIL	kevin.lapointe@kcmo.org
TELEPHONE NUMBER	816-513-7776
PROJECT, AMOUNT AND DATE COMPLETED	Tree maintenance and removals $1.5M Contract 2022-2024

COMPANY NAME	City of Lee's Summit, MO
ADDRESS	220 SE Green St, Lee's Summit, MO 64063
CONTACT PERSON	Tarah Daugherty
CONTACT EMAIL	tarah.daugherty@cityofls.net
TELEPHONE NUMBER	816-969-10185
PROJECT, AMOUNT AND DATE COMPLETED	Tree mainenance and removals $91.1K 2023

COMPANY NAME	Leawood Homes Association
ADDRESS	PO Box 26145, Overland Park, KS 66225
CONTACT PERSON	RJ Allen
CONTACT EMAIL	rjallen@hasolutions.com
TELEPHONE NUMBER	913-825-0001
PROJECT, AMOUNT AND DATE COMPLETED	Tree Maintenance $234.6K to date 2024-2027 - ongoing contract

COMPANY NAME	City of Jackson County, MO
ADDRESS	22807 SW Woods Chapel Rd, Blues Springs, MO 64015
CONTACT PERSON	John Konon
CONTACT EMAIL	jkonon@jacksongov.org
TELEPHONE NUMBER	816-881-3292
PROJECT, AMOUNT AND DATE COMPLETED	Tree removal Services for various county departments $75.1K Nov 2023-Nov 2024

State the number of Years in Business: 69

State the current number of personnel on staff: 210

PROPOSAL FORM D
RFP 26-480-201

Proposal of Shawnee Mission Tree Service, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business

as Arbor Masters (*)

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. 26-480-201 – Tree Maintenance & Removal - T.B. Hanna Station.

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. 26-480-201**

Tree Maintenance & Removal - T.B. Hanna Station

Base Bid

Bid Items	Units	Estimated Quantities	Total
Mobilization, Bonds and Insurance	LS		$ 0.00
			$
Orange Ribbon	LS	25	$ 9,400.00
Pink Ribbon Removal & Restoration	LS	15	$ 13,300.00
Stump Removal & Restoration	LS	7	$ 2,100.00
Wood Chips / Mulch	LS		$
TOTAL BASE BID			$ 24,800.00

Company Name Arbor Masters

Total Base Bid for Project Number: 26-480-201

$ 24,800.00

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

($ Twenty four thousand, eight hundred dollars and 00/100's **)**

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

REVISED BID PROPOSAL FORM E – RFP 26-480-201
CONTINUED

Company Name Arbor Masters

By _____
Authorized Person's Signature

Trevor Gleason, Regional Director
Print or type name and title of signer

Company Address 8250 Cole Parkway

Shawnee, KS 66227

_____

Phone O:913-441-8888 C:913-579-1312

Fax 913-441-8922

Email tgleason@arbormasters.com

Date 1.26.2026

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to more

ADDENDUM NO. 1
T.B. Hanna Tree Removal and Maintenance
Project #26-480-201

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: Could the trees be marked with paint?

Response: The Pink Ribbon (removal) trees will be sprayed at the bottom of the tree with paint. The Orange Ribbon trees will be ribbons only.

2. Clarification: Tree numbers will be confirmed and the proposal form numbers will be revised. See attached.

3. Clarification: Appendix A - Item B Additional Scope #1.5.2 should be worded as follows: Stumps, root flares, surface root laterals shall be removed to a minimum depth of six (6) inches below grade. Grade is defined as the elevation of surrounding soil that has not been displaced by the tree including its roots.

4. **Clarification:** On trees that are being trimmed up no spikes are allowed.

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

Company Name: Arbor Masters

By: Trevor Gleason

Title: Regional Director

Address: 8250 Cole Parkway

City, State, Zip: Shawnee, KS 66227

Date: 1.26.2026 Phone: O:913-441-8888 C: 913-579-1312

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Patrick M. Turley, President

Company: Arbor Masters

Address: 8250 Cole Parkway, Shawnee, KS 66227

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 # 26-480-201.

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.

Arbor Masters
Company Name

Signature

Name: Patrick M. Tuohey

Title: President

STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 26 day of January, 2026.

Notary Public: Sara L Rebel

My Commission Expires: Jan 22. 2029 Commission # 1226488

SARA L. REBEL
Notary Public-State of Kansas
My Appt. Expires 1-22-2029

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: 167944

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	SHAWNEE MISSION TREE SERVICE, INC. DBA ARBOR MASTERS
Company Facility Address	8250 COLE PKWY SHAWNEE, KS 66227
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	480833928
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 167944

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

KS	1

Company ID Number: 167944

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

Name	STEVE FRITZ
Phone Number	9134418888
Fax	9134418922
Email	SFRITZ@ARBORMASTERS.COM

Name	LAURA ORDAZ
Phone Number	9134418888
Fax	9134418922
Email	LORDAZ@ARBORMASTERS.COM

Name	RON KEITH
Phone Number	9134418888
Fax	9134418922
Email	SFRITZ@ARBORMASTERS.COM

City of Raymore
OCCUPATIONAL LICENSE

ARBOR MASTERS
8250 COLE PARKWAY
SHAWNEE KS 66227

PRINT DATE: 11/21/2025
LICENSE NUMBER: 08948
LICENSE FEE: $ 100.00
LICENSE LOCATION: 8250 COLE PARKWAY

City of Raymore
OCCUPATIONAL LICENSE

LICENSE YEAR:	2026
LICENSE NUMBER:	08948
LICENSE IS HEREBY GRANTED TO:	ARBOR MASTERS
AT LOCATION OF	8250 COLE PARKWAY

IS HEREBY AUTHORIZED TO CONDUCT BUSINESS IN SAID CITY, SUBJECT TO THE PROVISIONS OF ALL ORDINANCES NOW IN FORCE AND THAT MAY HEREAFTER BE PASSED BY SAID CITY OF RAYMORE.

AS CITY CLERK OF THE CITY OF RAYMORE, MISSOURI, I HAVE HERETO SET MY HAND AND THE CORPORATE SEAL OF THE CITY THIS 21st DAY OF November, 2025.

ATTEST: CITY CLERK

COUNTERSIGNED: FINANCE DIRECTOR

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Robert E Miller Group
903 E 104th Street, Suite 800
Kansas City MO 64131

License#: 959085

CONTACT NAME:
PHONE (A/C, No, Ext): 816-333-3000 **FAX (A/C, No):** 816-822-1634
E-MAIL ADDRESS: certs@millercares.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Ins Co. (AC)	16535
INSURER B : Navigators Insurance Company	42307
INSURER C : Ascot Specialty Insurance Comp	45055
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arbor Masters
8250 Cole Parkway
Shawnee Mission KS 66227

ARBOMAS-04

COVERAGES **CERTIFICATE NUMBER:** 2075094004 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		GLO581802212	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP581802312	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive: $250	$ 1,000,000 $ $ $ $ Collision: $500
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AZ25EXC799733IV	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC581802112	3/1/2025	3/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C C	Equipment Property Crime			IMMA251000235901 IMMA251000235901 IMMA251000235901	3/1/2025 3/1/2025 3/1/2025	3/1/2026 3/1/2026 3/1/2026	Blanket: $6,500,238 Contents Third Party	Leased: $275,000 $25,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Raymore, MO
100 Municipal Circle
Raymore MO 64083
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Matthew J Miller

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RAYMORE
come home to more

RFP 26-480-201

TB HANNA TREE REMOVAL AND MAINTENANCE
PRELIMINARY PROPOSAL TABULATION

BIDDER	BASE BID
Arbor Masters	$24,800.00
Custom Tree Care	$26,925.02
Outdoor Solutions	$49,859.40
True Vine Tree	$54,750.00
Monster Tree	$59,231.60

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/23/2026
SUBMITTED BY: David Gress DEPARTMENT: Development Services
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Prairie Acres Lot 1 Rezoning "A" to "RE" (public hearing) (pg 201)

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 4025
2. Rezoning Staff Report
3. Attachment 1 Rezoning Boundary Exhibit
4. Attachment 2 Site Photos

BACKGROUND / JUSTIFICATION

Kent Stark, owner of 707 N. Prairie Lane, is requesting rezoning approval for approximately 4.54 acres of land currently encompassing a residential home and

accessory agricultural buildings. The request seeks to transition the parcel from "A" Agriculture to "RE" Rural Estate to bring the tract into compliance with the City’s Zoning Code.

Mr. Stark proposes to subdivide this portion from his remaining 60 acres. Because the "A" Agriculture designation requires a minimum of 10 acres, the proposed 4.54-acre subdivision necessitates rezoning to "RE" Rural Estate.

This request is made in conjunction with the applicant's request to final plat the 4.54 acre parcel as Prairie Acres Lot 1. The applicant’s remaining land will remain unplatted and zoned "A" Agriculture.

The Planning and Zoning Commission reviewed this request during their February 17, 2026 meeting and voted 6-0 to recommend approval to the City Council.

BILL 4025 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURE DISTRICT TO "RE" RURAL ESTATE DISTRICT, FOR THE PROPERTY IDENTIFIED AS PRAIRIE ACRES, A SUBDIVISION OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on February 17, 2026, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and,

WHEREAS, the City Council held a public hearing on March 23, 2026, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "A" Agriculture District to "RE" Rural Estate District for Prairie Acres, described as:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1893 AT PAGE 128 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, AFORESAID, RUN THENCE SOUTH 02°13'26" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 330.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 1893 AT PAGE 128 AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 87°00'49" EAST ALONG THE NORTH LINE OF SAID TRACT AND BEING PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 948.02 FEET; THENCE SOUTH 02°13'26" WEST PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER, 220.00 FEET; THENCE NORTH 87°00'49" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 948.02 FEET TO SAID WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 02°13'26" EAST ALONG SAID WEST LINE, 220.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 4.79 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF N. PRAIRIE LANE ROAD AND ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

Commonly known as 707 N. Prairie Lane Road, Raymore, MO 64083

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 MARCH, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
development services

PLANNING APPLICATION

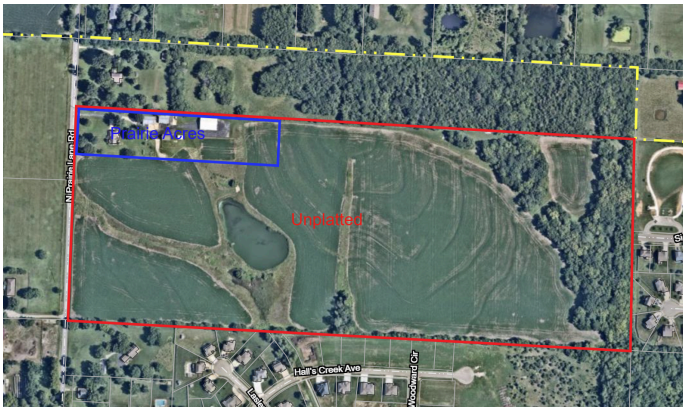
STAFF REPORT

CITY COUNCIL MEETING: 03/23/26

REZONING - PRAIRIE ACRES

APPLICANT -	**Kent Stark**
Property Owner:	Kent Stark
Engineering/Arch. Firm	Bowers Land Survey

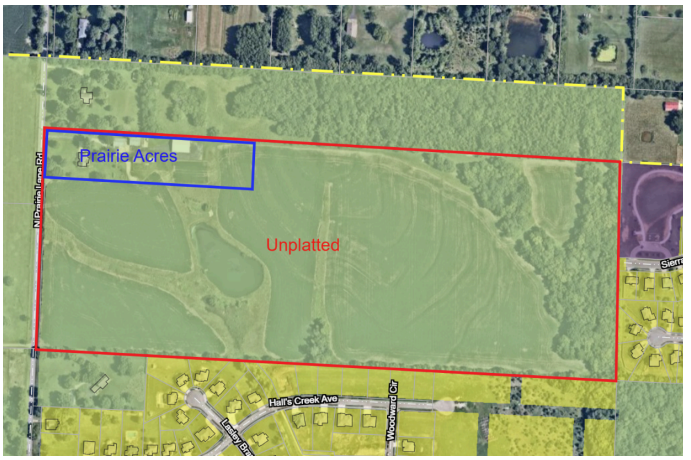
PROJECT LOCATION	REQUESTED ACTION
707 N Prairie Lane Road	Rezoning Approval



PROJECT NARRATIVE

An application was filed requesting approval of a Zoning Map Amendment (rezoning) from the "A" Agricultural District to "RE" Rural Estate District. The property consists of one (1) 4.54 +/- acre residential lot in the proposed Prairie Acres subdivision containing an existing single-family dwelling and accessory structures.

ZONING AND LAND USE SUMMARY



EXISTING ZONING	PROPOSED ZONING
"A" Agricultural District	"RE" Rural Estate District

SURROUNDING ZONING & LAND USE

North: "A" Agricultural District | Residential

South: "A" Agricultural District and "R-1" Single-family Residential District| Dwelling, Single-family Detached

East: "PR" Parks, Recreation and Public Use District and "R-1" Single-family Residential District | Government Buildings and Property and Dwelling, Single-family Detached.

West: Unincorporated Cass County | Residential

TOTAL LOT SIZE	NUMBER OF LOTS
4.54 +/- Acres	1

INFORMATIONAL NOTICES OR MEETINGS

NOTICE	NOTICE DATE	MEETING/HEARING DATE
Good Neighbor Meeting	December 17, 2025	January 8, 2026
Planning & Zoning Hearing	January 1, 2026	February 17, 2026
City Council Hearing	March 5, 2026	March 23, 2026

PAST PLANNING ACTIONS -

1. On April 8, 1979 the City of Raymore approved the "A" Agricultural District zoning for this property.

STAFF COMMENTS -

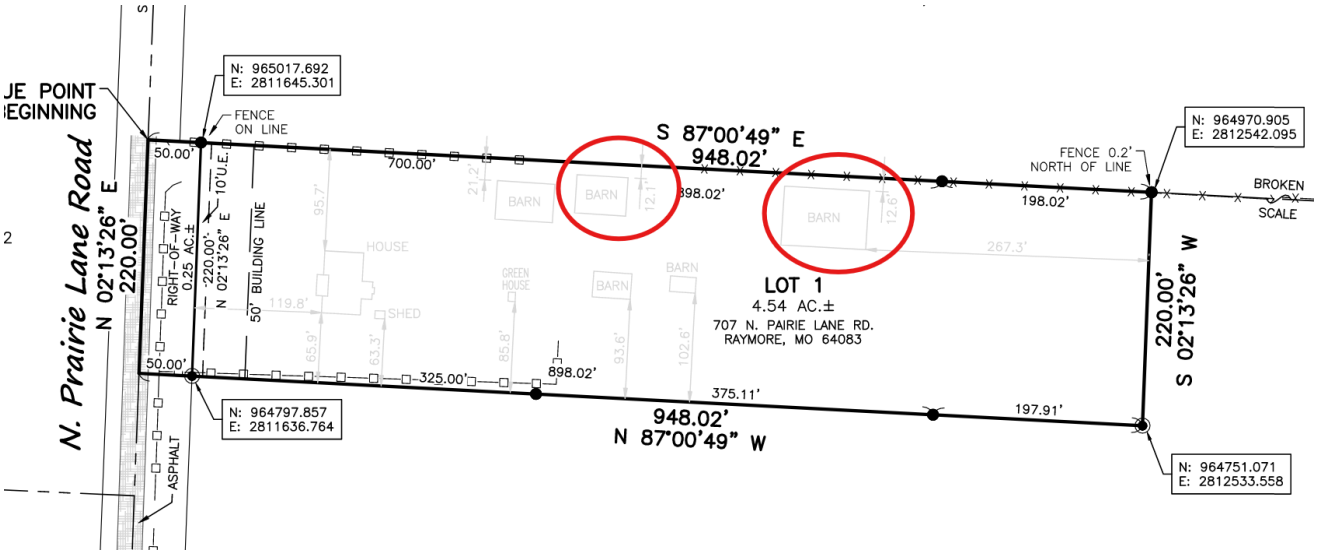
PLANNING AND ZONING - *The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:*

MINIMUM DIMENSIONAL STANDARD	EXISTING ZONING (A)	PROPOSED ZONING (RE)
Lot Size	10 Acres	3 Acres
Lot Size per Dwelling Unit	10 Acres	3 Acres
Lot Width x Lot Depth	330-ft X 100-ft	220-ft X 100-ft
Front-Yard Setback	50-ft	50-ft
Side-Yard Setback	15-ft	15-ft
Side-Yard Setback (Exterior)	50-ft	50-ft
Rear-Yard Setback	50-ft	40-ft
Building Height	35-ft	35-ft

Building Coverage	10%	30%

- Records of when the subject property was annexed into the City of Raymore have not been found, however, the property was zoned to "A" Agricultural District designation in 1979, which leads staff to believe it was likely annexed not long before then.

- There are currently two non-conforming structures/barns on the property. They are designated as non-conforming due to their setback from the north property line. The degree of non-conformity does not increase with a change in zoning from "A" Agricultural to "RE" Rural Estate District. The two structures, shown below, encroach beyond the side yard setback minimum of 15-ft with one at 12.1-ft and 12.6-ft to the property line.



ALIGNMENT WITH RAYMORE BLUEPRINT 2045 -

The comprehensive plan designates this property as the Low Density Residential future land use, which is more closely associated with a more typical residential subdivision development pattern. Due to the subject property being already developed, it is appropriate to consider a less dense residential zoning district, such as the "RE" Rural Estate District. The remaining unplatted area of the property under common ownership would likely be recommended for a residential district aligned with the Low Density Residential category if proposed for development in the future.

ECONOMIC DEVELOPMENT IMPACT -

There is no development proposed for the property with this request.

FINDINGS OF FACT -

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following in the deliberation of a zoning map amendment:

1. The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property

The surrounding neighborhoods and individual properties share similar characteristics in terms of their development form and land uses, excluding the single-family subdivisions to the south and east. The subject property, with the rezoning request, will remain consistent physically with many of the properties in the general area.

2. The physical character of the area in which the property is located.

The property is located in a semi-rural area on the north eastern fringe of the city. The surrounding infrastructure systems reflect the rural nature with uncurbed streets, no sidewalks and open ditches.

3. Consistency with the goals and objectives of the Raymore Blueprint 2045 and other plans, codes and ordinances of the City of Raymore.

The comprehensive plan designates this property as Low Density Residential, which is likely not to redevelop in the foreseeable future. Due to the physical development characteristics being more inline with the Rural Density Residential future land use category, staff believes rezoning to a zoning district, such as "RE", would be an appropriate consideration to make.

4. Suitability of the subject property for the uses permitted under the existing and proposed zoning districts

The property will remain developed as a single-family residential property.

5. The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district

The development trends in the immediate area of the subject property have begun to change since the mid-2000s. To the south and east of the property are single-family zoned subdivisions (Knoll Creek). The remaining 55 +/- acres of the property that would remain in the "A" Agricultural District zone will likely align with those surrounding subdivisions in the future as it pertains to built form and zoning classification - however, the remaining 55 +/- acres are not currently part of the applicant's request.

6. The extent to which the zoning amendment may detrimentally affect nearby property.

Staff does not believe the zoning amendment will be a detriment to nearby properties. The properties adjacent to the subject property are a mix of residential and agricultural zoning districts and current land uses.

7. Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment.

Public facilities and services will not be negatively impacted by the requested amendment. No new services will be extended for this proposed project.

8. The suitability of the property for the uses to which it has been restricted under the existing zoning regulations.

The current "A" Agricultural zoning district limits minimum lot sizes of 10 acres. Due to the applicant desiring a lot just below 5 acres in size and to better align with the comprehensive plan's residential future land use category, the "RE" Rural Estate zoning district is the most appropriate to consider.

9. The length of time (if any) the property has remained vacant as zoned.

The property has been occupied since it was constructed by the applicant.

10. Whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant.

Moving to the "RE" Rural Estate District would allow the property to be subdivided down below the 10 acre minimum of the "A" Agricultural District. The uses allowed in the proposed zoning district would be further restricted to those more similar in residentially zoned areas, but still allowing some agricultural activity on the property. The zoning allows the larger balance of the property, currently proposed to remain as the "A" Agricultural District, to be

developed for future residential growth, extending public services and infrastructure in a predominantly rural area.

11. The gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application

If denied, there would be no gain to public health, safety and welfare.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation (Public Hearing)	02/17/2026
City Council 1st Reading	Review (Public Hearing)	03/09/2026
City Council 2nd Reading	Decision	03/23/2026

STAFF RECOMMENDATIONS -

Staff recommends the Planning & Zoning Commission accept the Findings of Fact for Case No. 25044: Rezoning Prairie Acres and forward a recommendation of approval on to the City Council.

PLANNING AND ZONING COMMISSION RECOMMENDATION 2/17/26 -

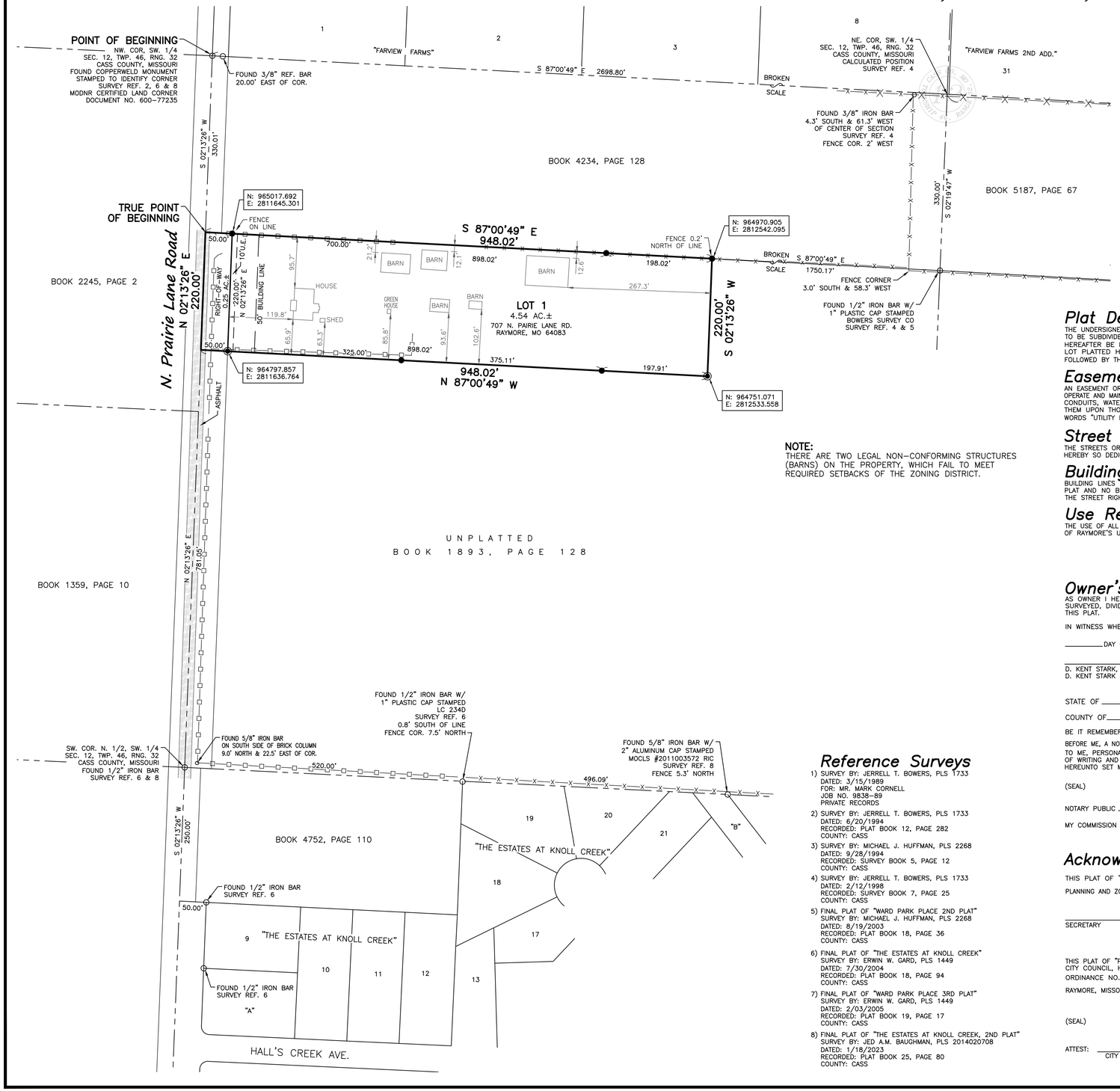
At their February 17, 2026 meeting, the Planning and Zoning Commission voted 6-0 to recommend approval of Case No. 25044 Rezoning Prairie Acres from "A" to "RE" to the City Council.

PROJECT ATTACHMENTS -

1. Plat Drawing
2. Site Photos

Final Plat
"Prairie Acres"

A SUBDIVISION OF LAND IN SECTION 12, TOWNSHIP 46, RANGE 32 IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI



NOTE:
THERE ARE TWO LEGAL NON-CONFORMING STRUCTURES (BARNS) ON THE PROPERTY, WHICH FAIL TO MEET REQUIRED SETBACKS OF THE ZONING DISTRICT.

Reference Surveys

1) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 3/15/1989
FOR: MR. MARK CORNELL
JOB NO. 9838-89
PRIVATE RECORDS

2) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 6/20/1994
RECORDED: PLAT BOOK 12, PAGE 282
COUNTY: CASS

3) SURVEY BY: MICHAEL J. HUFFMAN, PLS 2268
DATED: 9/28/1994
RECORDED: SURVEY BOOK 5, PAGE 12
COUNTY: CASS

4) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 2/12/1998
RECORDED: SURVEY BOOK 7, PAGE 25
COUNTY: CASS

5) FINAL PLAT OF "WARD PARK PLACE 2ND PLAT"
SURVEY BY: MICHAEL J. HUFFMAN, PLS 2268
DATED: 8/19/2003
RECORDED: PLAT BOOK 18, PAGE 36
COUNTY: CASS

6) FINAL PLAT OF "THE ESTATES AT KNOLL CREEK"
SURVEY BY: ERWIN W. GARD, PLS 1449
DATED: 7/30/2004
RECORDED: PLAT BOOK 18, PAGE 94
COUNTY: CASS

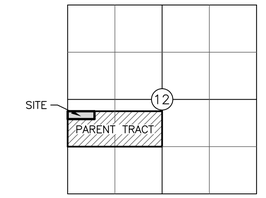
7) FINAL PLAT OF "WARD PARK PLACE 3RD PLAT"
SURVEY BY: ERWIN W. GARD, PLS 1449
DATED: 2/03/2005
RECORDED: PLAT BOOK 19, PAGE 17
COUNTY: CASS

8) FINAL PLAT OF "THE ESTATES AT KNOLL CREEK, 2ND PLAT"
SURVEY BY: JED A.M. BAUGHMAN, PLS 2014020708
DATED: 1/18/2023
RECORDED: PLAT BOOK 25, PAGE 80
COUNTY: CASS



Legend

- ○ = FOUND MONUMENT AS NOTED
- ● = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED BOWERS PLS 2616
- ◉ = SET 5/8" IRON BAR WITH 2" ALUMINUM CAP STAMPED BOWERS PLS 2616
- —X—X— = WIRE FENCE LINE
- —□—□— = PVC FENCE LINE
- N: 123456.789 E: 1234567.891 = STATE PLANE COORDINATE



LOCATION MAP
SECTION 12, TOWNSHIP 46, RANGE 32
CASS COUNTY, MISSOURI
SCALE: 1" = 2000'

Record Description:

PARENT TRACT BOOK 1893, PAGE 128

ALL OF THE NORTH 80 ACRES OF THE SOUTHWEST QUARTER IN SECTION 12, TOWNSHIP 46, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, EXCEPT THE NORTH 20 ACRES. SUBJECT TO RESERVATIONS, RESTRICTIONS, AND EASEMENTS, IF ANY, OF RECORD.

Survey Descriptions:

I, TROY S. BOWERS, BEING DULY LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MISSOURI AND HAVING PROFESSIONAL LAND SURVEYOR LICENSE NO. 2616, HAVE PREPARED THE WRITTEN DESCRIPTION DESCRIBED HEREIN AS:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1893 AT PAGE 128 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, AFORESAID, RUN THENCE SOUTH 02°13'26" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 330.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 1893 AT PAGE 128 AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 87°00'49" EAST ALONG THE NORTH LINE OF SAID TRACT AND BEING PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 948.02 FEET; THENCE SOUTH 02°13'26" WEST PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER, 220.00 FEET; THENCE NORTH 87°00'49" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 948.02 FEET TO SAID WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 02°13'26" EAST ALONG SAID WEST LINE, 220.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 4.79 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF N. PRAIRIE LANE ROAD AND ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

Plat Dedication:

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "PRAIRIE ACRES". IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "PRAIRIE ACRES".

Easement Dedication:

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, TO LOCATE, CONSTRUCT, OPERATE AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E).

Street Dedication:

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC ARE HEREBY SO DEDICATED.

Building Lines:

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

Use Restriction:

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS OF THE CITY OF RAYMORE'S UNIFIED DEVELOPMENT CODE.

Owner's Certificate:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____DAY OF _____, 20____.

_____
D. KENT STARK, TRUSTEE
D. KENT STARK INTER VIVOS TRUST DATED MARCH 16, 2000

STATE OF _____)
) SS
COUNTY OF_____)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ ,20___

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME, PERSONALLY KNOWN 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.

(SEAL)

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

Acknowledgments:

THIS PLAT OF "PRAIRIE ACRES" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ ,20___

_____
SECRETARY

THIS PLAT OF "PRAIRIE ACRES", 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 _____, 20___.

(SEAL)

_____
MAYOR

ATTEST: _____ _____
CITY CLERK CITY ENGINEER

Notes:

1. WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.
2. COORDINATES AND BEARINGS SHOWN ON THIS DRAWING ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE AND ESTABLISHED USING GPS OBSERVATIONS. ORIGINATING FROM MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION CA-08. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET. COORDINATES SHOWN ARE GRID COORDINATES IN FEET.
   CA-08
   NORTH 295023.772 M (967923.82 FT)
   EAST 857606.886 M (2813665.26 FT)
   GRID FACTOR: .999897
   DATE OF ADJUSTMENT: JANUARY 2003
3. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
4. RECORD DEED AND ADJACENT PARCEL DEED INFORMATION WAS NOT PROVIDED BY THE CLIENT. THIS INFORMATION WAS OBTAINED BY THE SURVEYOR FROM THE CASS COUNTY GIS MAP. THE RECORD DEED USED FOR THIS SURVEY IS A QUIT CLAIM DEED, BOOK 1893, PAGE 128, RECORDER OF DEEDS, CASS COUNTY, MISSOURI. IF OTHER DEEDS EXIST THAT AFFECT THIS TRACT THE CLIENT SHALL NOTIFY THE SURVEYOR AND PROVIDE A COPY OF SAID OTHER DEEDS TO THE SURVEYOR.
5. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC/PRIVATE SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.
7. OTHER INTERIOR FENCES MAY EXIST ON THE SUBJECT TRACT, ALL CROSS/PASTURE/FIELD FENCES MAY NOT HAVE BEEN SHOWN.
8. THE SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 29037C0035F, DATED JANUARY 2, 2013.
9. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER JURISDICTIONAL WATERS OF THE UNITED STATES ARE PRESENT ON THIS PROPERTY; WHETHER THIS SOIL IS SUITABLE FOR A SEPTIC SYSTEM; WHETHER THE SOIL IS SUITABLE TO SUPPORT A FOUNDATION OR INFRASTRUCTURE IMPROVEMENTS; WHETHER ANY EXISTING SEWAGE TREATMENT FACILITIES THAT SERVE THIS PROPERTY MEET APPLICABLE HEALTH DEPARTMENT OR MISSOURI DEPARTMENT OF NATURAL RESOURCES REGULATIONS; WHETHER ANY UNDERGROUND SEWAGE TREATMENT FACILITY LOCATION MEETS JURISDICTIONAL REQUIREMENTS; WHETHER THIS PROPERTY HAS DRIVEWAY ACCESS TO A STATE, COUNTY, OR CITY ROADWAY RIGHT-OF-WAY OR THAT ONE WILL BE GRANTED; THAT ANY EXISTING OR PROPOSED DRIVEWAY OR ROAD ACCESS TO A PUBLIC ROADWAY MEETS SAFETY CRITERIA OF THE STATE, COUNTY, OR CITY; WHETHER UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES OR UTILITIES OR WASTE MATERIALS MAY OR MAY NOT EXIST WHICH MAY AFFECT THIS PROPERTY.
10. FENCES SHOWN, OR REFERENCED HEREIN, MAY REPRESENT DIVISION LINES BETWEEN ADJOINING LAND OWNERS, AND EITHER ENCROACH UPON THE SUBJECT PREMISES, OR PROVIDE THE SUBJECT PREMISES WITH SURPLUS LAND BECAUSE SAID FENCES MAY NOT BE LOCATED ON THE DEED LINES. THESE FENCES MAY BE SUBJECT TO ADVERSE POSSESSION RIGHTS BY SAID ADJOINERS. NO FENCES SHOULD BE REMOVED OR REPLACED WITHOUT FIRST CONSULTING CHAPTER 272 OF THE MISSOURI REVISED STATUTES, AND FURTHER, LEGAL ADVICE SHOULD BE SOUGHT, WHICH IS BEYOND THE SCOPE OF SERVICES PROVIDED BY THE SURVEYOR.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT THE WITHIN PLAT OF "PRAIRIE ACRES" IS BASED ON AN ACTUAL SURVEY MADE BY HIM OR UNDER HIS DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON NOVEMBER 26, 2025.

REVISED 12/29/25 PER CITY OF RAYMORE REVIEW COMMENTS DATED 12/19/25.
REVISED 1/9/26 PER CITY OF RAYMORE REVIEW COMMENTS DATED 1/8/26.

FOR: MR. KENT STARK, TRUSTEE 912 SW. OLYMPIA CT, LEES SUMMIT, MO 64082
D. KENT STARK INTER VIVOS TRUST DATED MARCH 16, 2000

Bowers Land Survey Co. LLC SM
P.O. BOX 541
1000 W. MECHANIC STREET
HARRISONVILLE, MISSOURI 64701
TELEPHONE: 816.225.0160
WEBSITE: BOWERSSURVEY.COM

SITE ADDRESS: 707 N. PRAIRIE LANE RD, RAYMORE, MO 64083						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
12	46	32	CASS	MISSOURI	11/26/25	22159-25
DRAWING NO. 22159FP-R.DWG			DRAWN BY: TSB		CHECKED BY: TSB	

BOWERS LAND SURVEY CO. LLC, LAND SURVEYING, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. LS-2020010824

STATE OF MISSOURI
LS 2616
TROY S. BOWERS
REGISTERED LAND SURVEYOR

TROY S. BOWERS Digitally signed by TROY S. BOWERS Date: 2026.01.09 14:10:25 -06'00'

TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616

NW Corner Looking SE



SW Corner Looking NE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/23/2026
SUBMITTED BY: David Gress DEPARTMENT: Development Services
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Prairie Acres Lot 1 Final Plat (pg 214)

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 4026
2. Final Plat Staff Report
3. Attachment 1 Final Plat Drawing
4. Attachment 2 Site Photos

BACKGROUND / JUSTIFICATION

Kent Stark, owner of the property at 707 N. Prairie Lane, is requesting final plat approval for Prairie Acres Lot 1. This 4.54-acre tract is located east of N. Prairie Lane, just inside

the northern boundary of the Raymore city limits.

The purpose of this request is to subdivide the 4.54-acre parcel, which contains the property owner's residence and accessory agricultural structures, from a larger 60-acre parent tract currently used for agriculture purposes. This request is being made in conjunction with an application to rezone the 4.54-acre parcel from "A" Agriculture to "RE" Rural Estate to ensure compliance with the City’s Zoning Code.

The Planning and Zoning Commission reviewed this request during their February 17, 2026 meeting and voted 6-0 to recommend approval to the City Council.

BILL 4026 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR THE PRAIRIE ACRES SUBDIVISION, A SUBDIVISION OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, 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 Prairie Acres is hereby approved for the tract of land described below:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1893 AT PAGE 128 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, AFORESAID, RUN THENCE SOUTH 02°13'26" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 330.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 1893 AT PAGE 128 AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 87°00'49" EAST ALONG THE NORTH LINE OF SAID TRACT AND BEING PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 948.02 FEET; THENCE SOUTH 02°13'26" WEST PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER, 220.00 FEET; THENCE NORTH 87°00'49" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 948.02 FEET TO SAID WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 02°13'26" EAST ALONG SAID WEST LINE, 220.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 4.79 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF N. PRAIRIE LANE ROAD AND ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

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 MARCH, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE development services

PLANNING APPLICATION

STAFF REPORT

CITY COUNCIL MEETING: 03/23/26

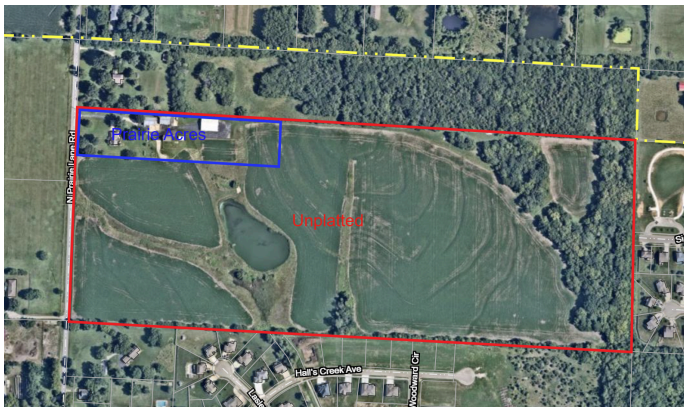
Final Plat - PRAIRIE ACRES

APPLICANT -	**Kent Stark**
Property Owner:	Kent Stark
Engineering/Arch. Firm	Bowers Land Survey

PROJECT LOCATION	REQUESTED ACTION
707 N Prairie Lane Road	Final Plat Approval

PROJECT NARRATIVE

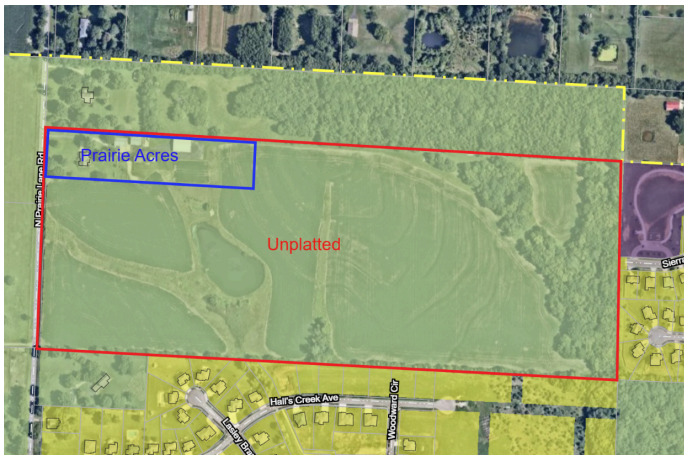
An application was filed requesting approval of the Prairie Acres Final Plat which involves one (1) residential lot. The existing 60 +/- acre property is being subdivided to create a single 4.54 +/- acre lot containing the existing home and accessory structures. The remaining balance of land will stay unplatted.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"A" Agricultural District



SURROUNDING ZONING & LAND USE

North: "A" Agricultural District/Single-family Detached Dwelling

South: "R-1" Single-family Residential District & "A" Agricultural District/Single-family Detached Dwelling

East: "R-1" Single-family Residential District & "PR" Parks, Recreation, and Public Use District/Single-family Detached Dwelling & Parks and Recreation

West: "AG" Agricultural District | Single-family

detached	

TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
4.54 +/- Acres	1	.22 du/ac.

PAST PLANNING ACTIONS -

1. On April 8, 1979 the City of Raymore approved the "A" Agricultural District zoning for this property.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing districts are as follows:

"A" Agricultural District

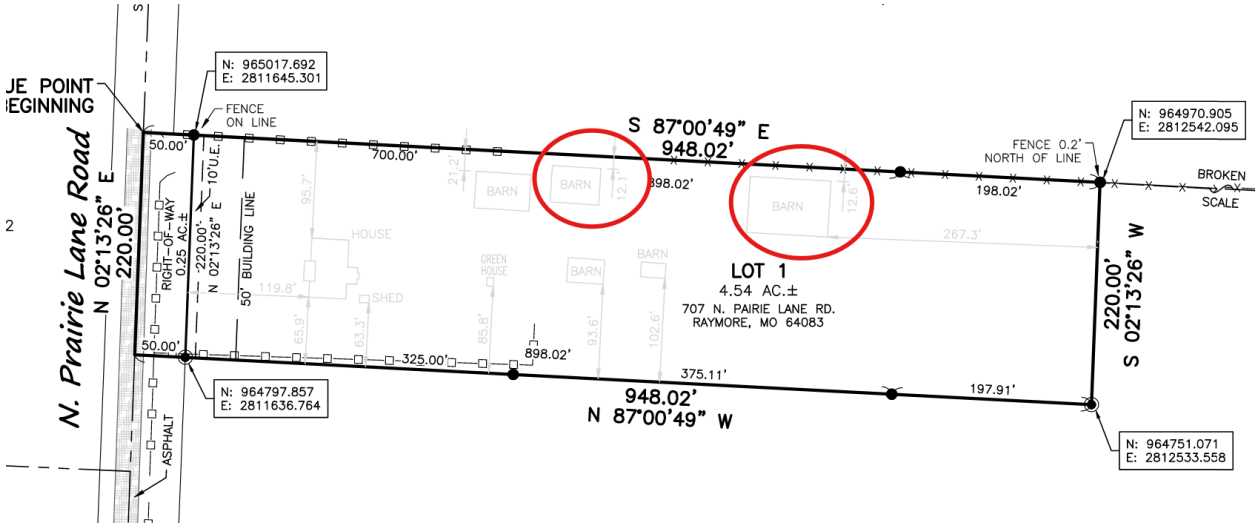
DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	10 Acres
Lot Size per Dwelling Unit	10 Acres
Lot Width x Lot Depth	330 X 100-ft
Front-Yard Setback	50-ft
Rear-Yard Setback	50-ft
Side-Yard Setback (interior)	15-ft
Side-Yard Setback (exterior)	50-ft
Building Height	35-ft
Building Coverage	10%

STAFF COMMENTS -

PLANNING AND ZONING -

- The property owner desires to subdivide and plat their property into a single lot for the purposes of preparing the remaining balance of land to sell. The proposed lot will encompass the existing home and accessory structures. The remaining balance of land will remain unplatted.
    - The applicant has also filed a request to rezone this proposed lot from its current "A" Agricultural designation to an "RE" Rural Estate designation (Case No. 25044)

- Two non-conforming accessory structures exist on the property in the form of barns. The non-conformity comes from the structures not meeting side yard setback minimums of 15-ft. These structures are 12.1-ft and 12.6-ft from the north property line.



PUBLIC WORKS & ENGINEERING -

- Right-of-way is being dedicated to the city for future road improvements to Prairie Lane Road.

ALIGNMENT WITH RAYMORE BLUEPRINT 2045 -

Future Land Use Framework - The Future Land Use Map designates this property as appropriate for Low Density Residential development, which is defined by single-family residences typically in the form of single-family homes within a residential subdivision.

- The proposed lot does not exactly meet the intent of the of the Low Density Residential designation, and is more in line with a Rural Density Residential designation, however, due to the existing home and accessory structures, the application positions the remaining balance of the land to be eventually rezoned to an appropriate residential zoning district that will produce development forms in line with the Future Land Use Framework designation.

Major Street Plan - The Major Thoroughfare Plan Map classifies N Prairie Road Lane as a Major Collector. An east-west extension of Sierra Drive is shown as a Minor Collector in the future.

- The future extension of Sierra Drive would likely occur through the larger balance of the unplatted portion of the property.

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.

A preliminary plat was not required for this property due to the nature of the application. Preliminary plats are required when new subdivisions of multiple lots and supporting infrastructure systems are proposed.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

Other than the two non-conforming structures on the property, due to not meeting the minimum side yard setbacks, the final plat complies with all other conditions, restrictions and requirements of the city code and all other applicable ordinances and design standards. The barns would be considered non-conforming regardless of the request to plat the property.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

There is no preliminary plat for this property due to the nature of the application.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	02/17/2026
City Council 1st Reading	Review	03/23/2026
City Council 2nd Reading	Decision	04/13/2026

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact for the Prairie Acres Final Plat and forward a recommendation of approval to the City Council.

The recommendation for approval is subject to the following conditions:

1. The final plat application approval will become void if the associated Zoning Map Amendment (rezoning) application Case No. 25044 is denied.

2. 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.

PLANNING AND ZONING COMMISSION RECOMMENDATION 2/17/26 -

At their February 17, 2026 meeting, the Planning and Zoning Commission voted 6-0 to recommend approval of Case No. 25043 Prairie Acres Final Plat to the City Council, subject to the conditions as provided.

1. The final plat application approval will become void if the associated Zoning Map Amendment (rezoning) application Case No. 25044 is denied.

2. 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.

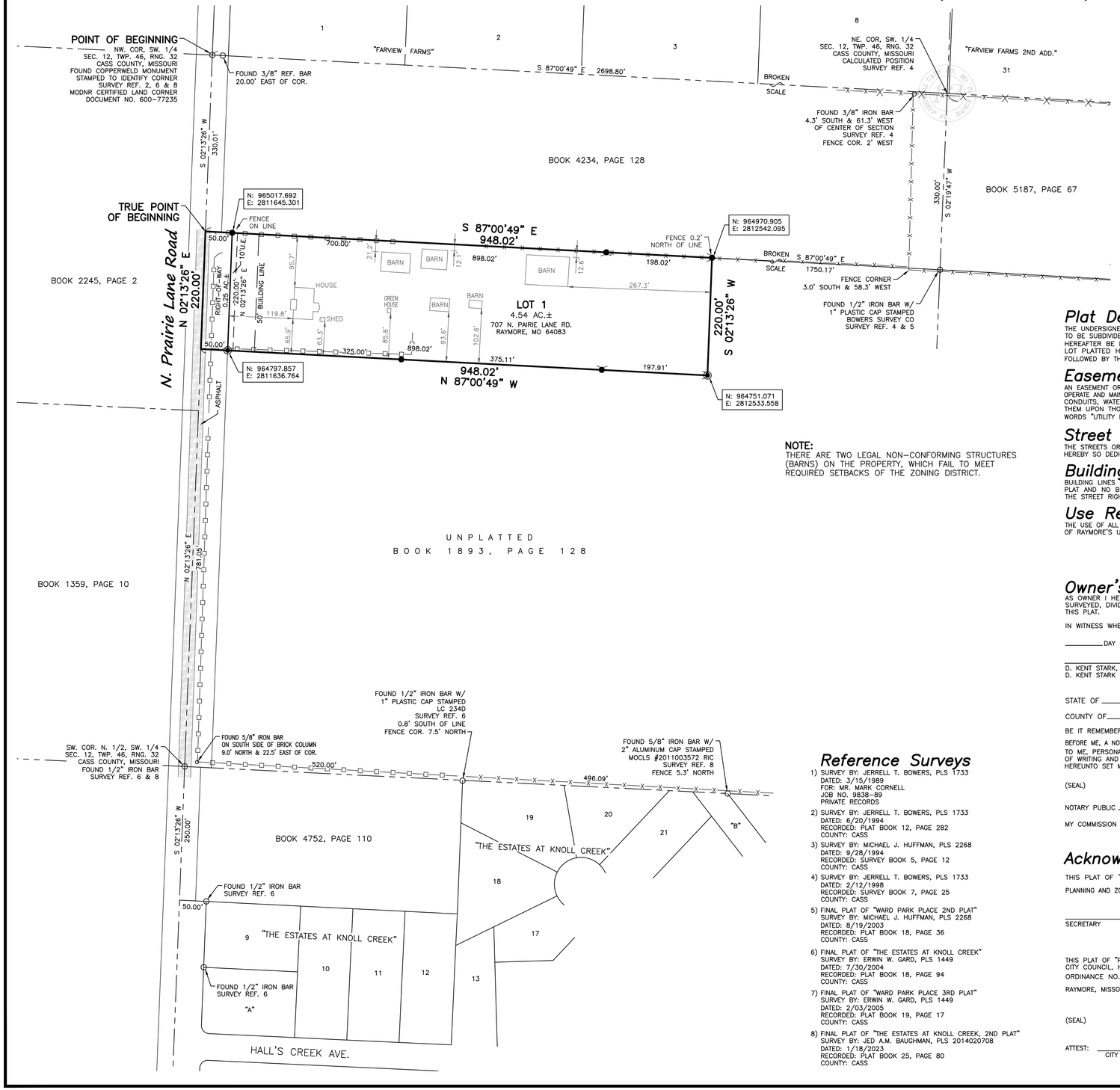
PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Site Photos

Final Plat

"Prairie Acres"

A SUBDIVISION OF LAND IN SECTION 12, TOWNSHIP 46, RANGE 32 IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI



NOTE:
THERE ARE TWO LEGAL NON-CONFORMING STRUCTURES (BARNS) ON THE PROPERTY, WHICH FAIL TO MEET REQUIRED SETBACKS OF THE ZONING DISTRICT.

Reference Surveys

1) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 3/15/1989
FOR: MR. MARK CORNELL
JOB NO. 9838-89
PRIVATE RECORDS

2) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 6/20/1994
RECORDED: PLAT BOOK 12, PAGE 282
COUNTY: CASS

3) SURVEY BY: MICHAEL J. HUFFMAN, PLS 2268
DATED: 9/28/1994
RECORDED: SURVEY BOOK 5, PAGE 12
COUNTY: CASS

4) SURVEY BY: JERRELL T. BOWERS, PLS 1733
DATED: 2/12/1998
RECORDED: SURVEY BOOK 7, PAGE 25
COUNTY: CASS

5) FINAL PLAT OF "WARD PARK PLACE 2ND PLAT"
SURVEY BY: MICHAEL J. HUFFMAN, PLS 2268
DATED: 8/19/2003
RECORDED: PLAT BOOK 18, PAGE 36
COUNTY: CASS

6) FINAL PLAT OF "THE ESTATES AT KNOLL CREEK"
SURVEY BY: ERWIN W. GARD, PLS 1449
DATED: 7/30/2004
RECORDED: PLAT BOOK 18, PAGE 94
COUNTY: CASS

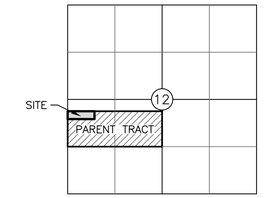
7) FINAL PLAT OF "WARD PARK PLACE 3RD PLAT"
SURVEY BY: ERWIN W. GARD, PLS 1449
DATED: 2/03/2005
RECORDED: PLAT BOOK 19, PAGE 17
COUNTY: CASS

8) FINAL PLAT OF "THE ESTATES AT KNOLL CREEK, 2ND PLAT"
SURVEY BY: JED A.M. BAUGHMAN, PLS 2014020708
DATED: 1/18/2023
RECORDED: PLAT BOOK 25, PAGE 80
COUNTY: CASS



Legend

- ○ = FOUND MONUMENT AS NOTED
- ● = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED BOWERS PLS 2616
- ◉ = SET 5/8" IRON BAR WITH 2" ALUMINUM CAP STAMPED BOWERS PLS 2616
- —X—X— = WIRE FENCE LINE
- —□—□— = PVC FENCE LINE
- N: 123456.789 E: 1234567.891 = STATE PLANE COORDINATE



LOCATION MAP
SECTION 12, TOWNSHIP 46, RANGE 32
CASS COUNTY, MISSOURI
SCALE: 1" = 2000'

Record Description:

PARENT TRACT BOOK 1893, PAGE 128

ALL OF THE NORTH 80 ACRES OF THE SOUTHWEST QUARTER IN SECTION 12, TOWNSHIP 46, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, EXCEPT THE NORTH 20 ACRES. SUBJECT TO RESERVATIONS, RESTRICTIONS, AND EASEMENTS, IF ANY, OF RECORD.

Survey Descriptions:

I, TROY S. BOWERS, BEING DULY LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MISSOURI AND HAVING PROFESSIONAL LAND SURVEYOR LICENSE NO. 2616, HAVE PREPARED THE WRITTEN DESCRIPTION DESCRIBED HEREIN AS:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1893 AT PAGE 128 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, AFORESAID, RUN THENCE SOUTH 02°13'26" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 330.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 1893 AT PAGE 128 AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 87°00'49" EAST ALONG THE NORTH LINE OF SAID TRACT AND BEING PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 948.02 FEET; THENCE SOUTH 02°13'26" WEST PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER, 220.00 FEET; THENCE NORTH 87°00'49" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 948.02 FEET TO SAID WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 02°13'26" EAST ALONG SAID WEST LINE, 220.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 4.79 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF N. PRAIRIE LANE ROAD AND ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

Plat Dedication:

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "PRAIRIE ACRES". IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "PRAIRIE ACRES".

Easement Dedication:

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, TO LOCATE, CONSTRUCT, OPERATE AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E).

Street Dedication:

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC ARE HEREBY SO DEDICATED.

Building Lines:

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

Use Restriction:

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS OF THE CITY OF RAYMORE'S UNIFIED DEVELOPMENT CODE.

Owner's Certificate:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____DAY OF _____, 20____.

_____
D. KENT STARK, TRUSTEE
D. KENT STARK INTER VIVOS TRUST DATED MARCH 16, 2000

STATE OF _____)
) SS
COUNTY OF_____)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ ,20___

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME, PERSONALLY KNOWN 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.

(SEAL)

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

Acknowledgments:

THIS PLAT OF "PRAIRIE ACRES" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ ,20___

_____
SECRETARY

THIS PLAT OF "PRAIRIE ACRES", 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 _____, 20___.

(SEAL)

_____
MAYOR

ATTEST: _____ _____
CITY CLERK CITY ENGINEER

Notes:

1. WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.
2. COORDINATES AND BEARINGS SHOWN ON THIS DRAWING ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE AND ESTABLISHED USING GPS OBSERVATIONS. ORIGINATING FROM MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION CA-08. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET. COORDINATES SHOWN ARE GRID COORDINATES IN FEET.
   CA-08
   NORTH 295023.772 M (967923.82 FT)
   EAST 857606.886 M (2813665.26 FT)
   GRID FACTOR: .999897
   DATE OF ADJUSTMENT: JANUARY 2003
3. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
4. RECORD DEED AND ADJACENT PARCEL DEED INFORMATION WAS NOT PROVIDED BY THE CLIENT. THIS INFORMATION WAS OBTAINED BY THE SURVEYOR FROM THE CASS COUNTY GIS MAP. THE RECORD DEED USED FOR THIS SURVEY IS A QUIT CLAIM DEED, BOOK 1893, PAGE 128, RECORDER OF DEEDS, CASS COUNTY, MISSOURI. IF OTHER DEEDS EXIST THAT AFFECT THIS TRACT THE CLIENT SHALL NOTIFY THE SURVEYOR AND PROVIDE A COPY OF SAID OTHER DEEDS TO THE SURVEYOR.
5. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC/PRIVATE SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.
7. OTHER INTERIOR FENCES MAY EXIST ON THE SUBJECT TRACT, ALL CROSS/PASTURE/FIELD FENCES MAY NOT HAVE BEEN SHOWN.
8. THE SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 29037C0035F, DATED JANUARY 2, 2013.
9. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER JURISDICTIONAL WATERS OF THE UNITED STATES ARE PRESENT ON THIS PROPERTY; WHETHER THIS SOIL IS SUITABLE FOR A SEPTIC SYSTEM; WHETHER THE SOIL IS SUITABLE TO SUPPORT A FOUNDATION OR INFRASTRUCTURE IMPROVEMENTS; WHETHER ANY EXISTING SEWAGE TREATMENT FACILITIES THAT SERVE THIS PROPERTY MEET APPLICABLE HEALTH DEPARTMENT OR MISSOURI DEPARTMENT OF NATURAL RESOURCES REGULATIONS; WHETHER ANY UNDERGROUND SEWAGE TREATMENT FACILITY LOCATION MEETS JURISDICTIONAL REQUIREMENTS; WHETHER THIS PROPERTY HAS DRIVEWAY ACCESS TO A STATE, COUNTY, OR CITY ROADWAY RIGHT-OF-WAY OR THAT ONE WILL BE GRANTED; THAT ANY EXISTING OR PROPOSED DRIVEWAY OR ROAD ACCESS TO A PUBLIC ROADWAY MEETS SAFETY CRITERIA OF THE STATE, COUNTY, OR CITY; WHETHER UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES OR UTILITIES OR WASTE MATERIALS MAY OR MAY NOT EXIST WHICH MAY AFFECT THIS PROPERTY.
10. FENCES SHOWN, OR REFERENCED HEREIN, MAY REPRESENT DIVISION LINES BETWEEN ADJOINING LAND OWNERS, AND EITHER ENCROACH UPON THE SUBJECT PREMISES, OR PROVIDE THE SUBJECT PREMISES WITH SURPLUS LAND BECAUSE SAID FENCES MAY NOT BE LOCATED ON THE DEED LINES. THESE FENCES MAY BE SUBJECT TO ADVERSE POSSESSION RIGHTS BY SAID ADJOINERS. NO FENCES SHOULD BE REMOVED OR REPLACED WITHOUT FIRST CONSULTING CHAPTER 272 OF THE MISSOURI REVISED STATUTES, AND FURTHER, LEGAL ADVICE SHOULD BE SOUGHT, WHICH IS BEYOND THE SCOPE OF SERVICES PROVIDED BY THE SURVEYOR.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT THE WITHIN PLAT OF "PRAIRIE ACRES" IS BASED ON AN ACTUAL SURVEY MADE BY HIM OR UNDER HIS DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON NOVEMBER 26, 2025.

REVISED 12/29/25 PER CITY OF RAYMORE REVIEW COMMENTS DATED 12/19/25.
REVISED 1/9/26 PER CITY OF RAYMORE REVIEW COMMENTS DATED 1/8/26.

FOR: MR. KENT STARK, TRUSTEE 912 SW. OLYMPIA CT, LEES SUMMIT, MO 64082
D. KENT STARK INTER VIVOS TRUST DATED MARCH 16, 2000

Bowers Land Survey Co. LLC SM
P.O. BOX 541
1000 W. MECHANIC STREET
HARRISONVILLE, MISSOURI 64701
TELEPHONE: 816.225.0160
WEBSITE: BOWERSSURVEY.COM

SITE ADDRESS: 707 N. PRAIRIE LANE RD, RAYMORE, MO 64083						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
12	46	32	CASS	MISSOURI	11/26/25	22159-25
DRAWING NO. 22159FP-R.DWG			DRAWN BY: TSB		CHECKED BY: TSB	

BOWERS LAND SURVEY CO. LLC, LAND SURVEYING, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. LS-2020010824

STATE OF MISSOURI
LS 2616
TROY S. BOWERS
REGISTERED LAND SURVEYOR

TROY S. BOWERS Digitally signed by TROY S. BOWERS Date: 2026.01.09 14:10:25 -06'00'

TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616

NW Corner Looking SE



SW Corner Looking NE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/23/2026
SUBMITTED BY: David Gress DEPARTMENT: Development Services
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

38th Amendment to Unified Development Code - Residential Design Standards (public hearing) (pg 227)

STRATEGIC PLAN GOAL / STRATEGY

Goal 5.4: Protect and preserve the neighborhood character of the community.
Goal 5.5: Encourage residential development that utilizes quality and distinct designs, agefriendly features, and or class-a amenities that set Raymore's housing stock apart.

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:	March 3, 2026
Action/Vote:	Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4024
2. 38th Amendment Staff Report
3. Executive Summary
4. Standards Detailed Summary (Non-Code Format)

BACKGROUND / JUSTIFICATION

In February 2025, the City Council tasked staff with the development of new standards that would discourage monotony across the City's growing residential subdivisions. Over the past several months, staff has conducted extensive research and held discussions with local builders to create regulations that improve new development while remaining mindful of the impacts on the building community.

Following several work sessions and a joint meeting with the Planning and Zoning Commission, staff has proposed the 38th amendment to the Unified Development Code. This amendment introduces new design standards for single and two-family residential construction aimed at increasing variation. Key requirements include:

- **Lot Widths:** Increased variation during the subdivision platting phase.
- **Entry Features:** Greater diversity in home entry features, such as porches, patios, and courtyards during the construction phase.
- **Landscaping:** Enhanced landscaping requirements for all new homes.

The Planning and Zoning Commission held a public hearing on the proposed amendment at their March 3, 2026 meeting and voted 7-0 to recommend approval to the City Council.

BILL 4024 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE 38TH AMENDMENT TO THE UNIFIED DEVELOPMENT CODE, ESTABLISHING DESIGN STANDARDS FOR NEW SINGLE AND TWO-FAMILY RESIDENTIAL DEVELOPMENTS."

WHEREAS, the City Council of the City of Raymore, Missouri adopted the Unified Development Code as Ordinance 28117 on December 8, 2008; and,

WHEREAS, the City of Raymore has adopted a Comprehensive Plan that establishes goals and strategies of promoting high-quality neighborhoods, long-term property values, and attractive residential environments for residents; and,

WHEREAS, the adoption of single and two-family residential design standards will help ensure new residential development contributes positively to the City's established and emerging neighborhoods through required variations in lot sizes, housing entry features, and enhanced landscaping requirements; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 38th amendment to the Unified Development Code on March 3, 2026 and is forwarding the amendment to the City Council with a recommendation of approval; and,

WHEREAS, the City Council held a public hearing on the proposed 38th amendment to the Unified Development Code on March 23, 2026, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. Section 405.030(B)1 Bulk and Dimensional Standards of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

1. Projections into Required Yards. Required yards must be unobstructed and unoccupied from the ground to the sky except that certain building features and structures are allowed to project into required yards to the extent expressly indicated in the following table: **[Amendment 8 – Ordinance 2011-9, 2-28-2011]**

Obstruction/Projection into Required Yards	Front	Side	Rear
Accessory detached garages, and carports, set back at least five (5) feet from side and rear property lines and subject to the	No	Yes	Yes

requirements of Section 420.050			
Air conditioning and other mechanical units projecting a distance of not more than five (5) feet	Yes	Yes	Yes
Arbors, trellises, pergolas and similar customary landscape and yard improvements, set back at least five (5) feet from any side or rear property line	No	Yes	Yes
Awnings and canopies projecting a distance of no more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Balconies projecting a distance of not more than thirty percent (30%) of the required yard dimension	No	Yes	Yes
Bay windows and dormers projecting a distance of not more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Breezeways	No	Yes	Yes
Chimneys projecting a distance of not more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Eaves and gutters projecting a distance of not more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Fences and walls, subject to Section 440.030	Yes	Yes	Yes
Flagpoles	Yes	Yes	Yes
Gazebos, setback at least five (5) feet from any side or rear property line	No	Yes	Yes
Laundry drying equipment	No	No	Yes
Ornamental and security lighting	Yes	Yes	Yes
Parking spaces, unenclosed	Yes	Yes	Yes
Patios and terraces, setback at least five (5) feet from any property line	Yes	Yes	Yes
Porches, stoops or structural features of a courtyard, shall not project closer than fifteen (15) feet from the front property	Yes	Yes	Yes

line and shall be set back at least five (5) feet from side and rear property lines.			
Decks less than thirty (30) inches above grade, open on at least three (3) sides, with no roof or cover, projecting a distance of not more than thirty percent (30%) of the required front yard dimension and set back at least five (5) feet from side and rear property lines.	Yes	Yes	Yes
~~Porches and decks less than thirty (30) inches above grade, open on at least three (3) sides, with no roof or cover, projecting a distance of not more than thirty percent (30%) of the required front yard dimension and set back at least five (5) feet from side and rear property lines.~~	~~Yes~~	~~Yes~~	~~Yes~~
~~Porches and d~~Decks greater than thirty (30) inches above grade, open on at least three (3) sides, with no roof or cover, projecting a distance of not more than thirty percent (30%) of the required yard dimension.	No	Yes	Yes
Recreation equipment including playground equipment, play houses, and sandboxes, setback at least five (5) feet from any side or rear property line	No	Yes	Yes
Satellite dish antennas, not exceeding 1 meter in diameter	Yes	Yes	Yes
Satellite dish antennas, over 1 meter but not exceeding 2.4 meters in diameter	No	No	Yes
Sheds or other accessory storage structures, setback at least five (5) feet from side and rear property lines	No	Yes	Yes
Sills, belt courses, cornices, buttresses and other architectural features projecting a distance of not more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Swimming pools and bathhouses, setback at least five (5) feet from side or rear	No	Yes	Yes

property line, subject to Section 420.050B			
Steps, stairs, stoops, landings and fire escapes (uncovered), projecting a distance of not more than thirty percent (30%) of the required yard dimension	Yes	Yes	Yes
Amateur radio antenna towers,	No	Yes	Yes
Utility poles and wires	Yes	Yes	Yes
Wheelchair lifts and ramps that meet federal, state and local accessibility standards	Yes	Yes	Yes

Section 2. Section 415.040 Planned District Overlay of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

415.040. P, Planned District Overlay.

A. General Purpose and Description.

1. The purpose of the P, Planned District is as an overlay district that will provide latitude and flexibility in the location of buildings, structures, open spaces, play areas and roads. The Planning and Zoning Commission and City Council will use the requirements and standards for the base zoning district as a guide in approving a "P" district and may permit deviations from these requirements where it is deemed that amenities or conditions in accordance with this section will be gained to the extent that a higher quality development is produced.

2. All R, C, BP and M districts may be designated as "planned districts,"(e.g. "RE-P or "M1-P"), as applicable, under this section. Upon approval, a planned district designation functions as an overlay zone in which standards and requirements specifically approved for the "planned district" rezoning and applicable approved site plan govern over conflicting requirements and standards of the base zoning district. Otherwise, requirements of the base zoning district remain in force.

B. Review Procedure. The procedure for review of applications for designation of a planned district will be the same as for amendments to the Unified Development Code as set forth in Section 470.020. Applications for C, BP and M planned districts must also be accompanied by a conceptual site plan.

C. Permitted Uses. Uses allowed in a planned district are those permitted in the applicable base zoning district.

D. Dimensional Standards. Dimensional standards will be the same as those for the base zoning districts unless deviations are granted pursuant to this section.

E. District-Specific Design Standards.

1. In exchange for the flexibility provided under planned district zoning, applicants are required to provide high-quality design elements and amenities. Each residential and nonresidential development must provide amenities in accordance with the following menu:

Menu of Planned District Design Elements and Amenities	
Housing Diversity. Developments that include a residential component shall meet the standards of Section 445.030(C) Single and Two-Family Residential Design Standards and must provide ALL of the following:	
~~Multiple Front Elevations~~	~~At least one (1) distinct front building elevation per ten (10) dwelling units for each housing type (detached single-family, attached single-family, two-family, and/or multi-family dwellings). The required number of distinct front elevations shall be rounded up to the nearest whole number (e.g. developments with 21-29 dwelling units must offer a minimum of three (3) different front elevations). The maximum number of required front elevations for each housing type within a development need not exceed six (6).~~
Variety in Building Materials	More than one (1) exterior building material must be offered for at least one (1) housing model for single and two-family homes (e.g. vinyl siding, brick, stone, stucco, etc.)

Variety in Garage Design	Where more than one (1) front elevation is required for developments that include detached single-family, attached single-family, and/or two-family dwelling units, a minimum of one (1) floor plan designed with at least one of the following garage designs: • Recessed, front-loaded (a minimum eight-foot setback from front façade) • Rear-loaded • Side-loaded, or • Detached garages
Residential Amenities. Developments that include a residential component must provide at least one (1) amenity from each group installed at the same time as the public improvements:	
Group 1 Active Recreation Amenities	Golf course
	Athletic fields, basketball court or tennis courts
	Swimming pool that is at least one thousand (1,000) square feet in surface area
	Club house or community building that includes exercise rooms, meeting rooms, and/or sheltered picnic facilities
Group 2 Passive Recreation Amenities	Playground/tot lot
	Historically significant buildings, structures or other historic resource
	Bike or pedestrian pathways in addition to required public sidewalks and bike paths, in compliance with the City's Transportation Plan and Park Master Plan. Credit will be given for trails required by the Growth Management Plan.
	Nature trails, boardwalks or piers that provide access to preserved natural areas and features or historically

	significant resources
	Gazebo
Group 3 Natural Features and Open Space Amenities	Preservation of natural features that exceed the size of those that would be required to be preserved by other local, County, State or Federal ordinances or requirements, by at least twenty-five percent (25%). Examples include wetlands, floodplains, stream corridors, steep slopes, grasslands and woodlands
	Open space in excess of one (1) acre in area that preserves native plant communities or wildlife habitat
	Natural stormwater detention design that utilizes native plant materials
	Widened landscape buffer widths of at least thirty (30) feet and a minimum of fifty percent (50%) increase in plant materials required by Section 445.030~~I~~K.4
	Public art such as sculptures located within common open space
	Street trees
Nonresidential Amenities. Developments that include a nonresidential component must provide at least three (3) of the following amenities:	
Public Enhancements and Streetscape Features	Public plaza that includes seating areas and is at least three thousand (3,000) square feet in area
	Public art such as sculptures or fountains
	Clock tower
	Bike pathways in addition to required public sidewalks and bike paths in compliance with the City's Transportation Plan and Park Master Plan

	Bike parking facilities
	Ornamental parking lot lighting
	Decorative pavers for pedestrian crosswalks

Section 3. Section 420.010 Use-Specific Standards, Residential Uses of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

420.010. Use-Specific Standards, Residential Uses.

A. Detached Single and Two-Family Dwellings.

1. All dwellings in zoning districts, except A, RE and RR shall meet the standards of 445.030(C) Single and Two-Family Residential Design Standards.

B. Single-Family Attached and Multiple-Family Dwellings.

1. Number of Buildings per Lot. Multiple buildings containing attached single-family and multiple-family dwellings are permitted on a single zoning lot.

2. Number of Units per Building.

   a. No more than eight (8) attached single-family dwelling units are permitted within a single building.

   b. There is no limit on the number of multiple-family dwellings permitted within a single building.

3. Minimum Separation Between Buildings. Single-family attached and multiple-family buildings situated around a courtyard will have the following minimum distance requirements as measured between exterior walls:

   a. Back to back, forty (40) feet;

   b. Front to front, forty (40) feet;

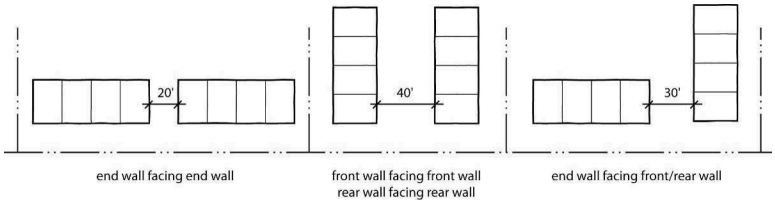
   c. End to end, twenty (20) feet;

   d. End to back, thirty (30) feet;

   e. End to front, thirty (30) feet;

   f. No dwelling unit will face directly upon the rear of a building; and

g. Service areas and vestibules, porches, balconies and canopies not extending more than ten (10) feet from the building, will be excluded from the distance requirements of this section.



4. Building Design. Attached single-family and multiple-family dwellings must:
[Amendment 33 - Ordinance 2020-068, 11-23-2020]

a. Be designed with windows and/or doors on all building facades that face a street to avoid the appearance of blank walls; and

b. Be designed with garage doors or carports facing an alley, where there is an alley serving the site, or facing an interior driveway, whenever possible. Where attached garages face a public street, they may not extend more than five (5) feet beyond the street-facing façade.

c. Any portion of the building that is within one hundred (100) feet of a less intense zoning district may not exceed one hundred twenty-five percent (125%) of the maximum height permitted in the less-intense zoning district.

d. Four-sided design, including entryways, windows and consistent materials along with architectural details shall be utilized on all elevations to add diversity and visual character to the building(s).

e. Front entrance features shall include pedestrian-scale design elements. This includes: side lights or transom windows, architectural ornamentation or single-story roofs or canopies that are then integral to the overall architectural design of the building.

f. Variety in exterior materials is encouraged. Composition of entirely one (1) material is prohibited. A brick, stone or similar material base is required up to at least three (3) feet of the front building facade.

g. Prohibited building materials include:

(1) Plywood sheathing, including oriented strand board (OSB)

and CDX plywood [fiber cement siding, T1-11 plywood, LP Smartsiding, and similar materials are allowed].

(2) Painted CMU.

(3) Corrugated metal.

(4) Painted metal.

(5) Wood shake roofing material.

(6) Plastic awning material.

h. Roof mounted equipment, including ventilators and satellite dishes, shall be completely screened from view using parapet walls at the same height as the equipment. Screening shall be of the same materials and design as the larger building to maintain a unified appearance.

5. Private Yards for Attached Single-Family Dwellings. All attached single-family dwelling unit developments must include private yards space in accordance with the following:

a. Attached single-family dwellings must have private yards consisting of a minimum of two hundred (200) square feet in area for each attached single-family dwelling unit;

b. A private yard may be located next to a front wall, rear wall or end wall, provided that it is immediately adjacent to the attached single-family dwelling unit it serves and is directly accessible from the unit by way of a door or steps;

c. Required private yards must be landscaped with turf, groundcover, shrubs, trees or other landscape improvements, such as walkways or patios; and

d. Private yards may be enclosed with fences.

6. Common Open Space for Multiple-Family Dwellings. In addition to the minimum lot area required per dwelling unit in the district, all multiple-family dwelling unit developments must include common open space in accordance with the following:

a. A minimum of one hundred fifty (150) square feet of common open space must be provided per dwelling unit;

b. Common open space must be accessible to all dwelling units and improved with landscaping, recreational facilities, and/or pedestrian walkways; and

c. Common open space must be maintained by the property owners association.

C. Cluster Residential Developments.

1. Description.

   a. The purpose of this section is to encourage subdivision design that is more efficient and provides more open space and greater natural resource protection than conventional subdivision designs. Cluster residential developments allow more compact and less costly road networks and utilities, and can also be used to preserve an area's semi-rural character.

   b. The standards of this section require that a specified portion of each cluster residential development be set aside and permanently reserved as open space. The required open space may be used to provide recreational opportunities for the development's residents and/or to protect significant natural resources on the site.

2. Bulk and Dimensional Standards.

   a. Cluster residential developments are expressly exempt from the lot area, lot width, building coverage and yard requirements of this code. Lots must be of size and shape to allow for compliance with applicable building codes and to provide for a high-quality living environment for subdivision residents. Lots abutting or within one hundred fifty (150) feet of an existing or approved subdivision may be no smaller than eighty percent (80%) of the average lot size within the adjacent subdivision.

   b. Cluster residential developments must comply with all other bulk and dimensional standards of Section 405.030.

   c. A minimum twenty-five-foot yard must be provided adjacent to all rights-of-way and the boundary of the development.

   d. All buildings within a cluster residential development must be separated by a minimum of fifteen (15) feet, except that single-family attached and multiple-family buildings must be separated according to the requirements of Section 420.010A.3.

3. Minimum Site Area. All cluster residential developments must contain a minimum of two (2) acres of land.

4. Maximum Density/Minimum Lot Area.

   a. The maximum number of dwelling units allowed within a cluster residential development is computed by dividing the overall area of the site by the applicable minimum lot area per dwelling unit standard of Section 405.030 (Bulk and Dimensional Standards).

   b. Individual lots in a cluster residential development are not

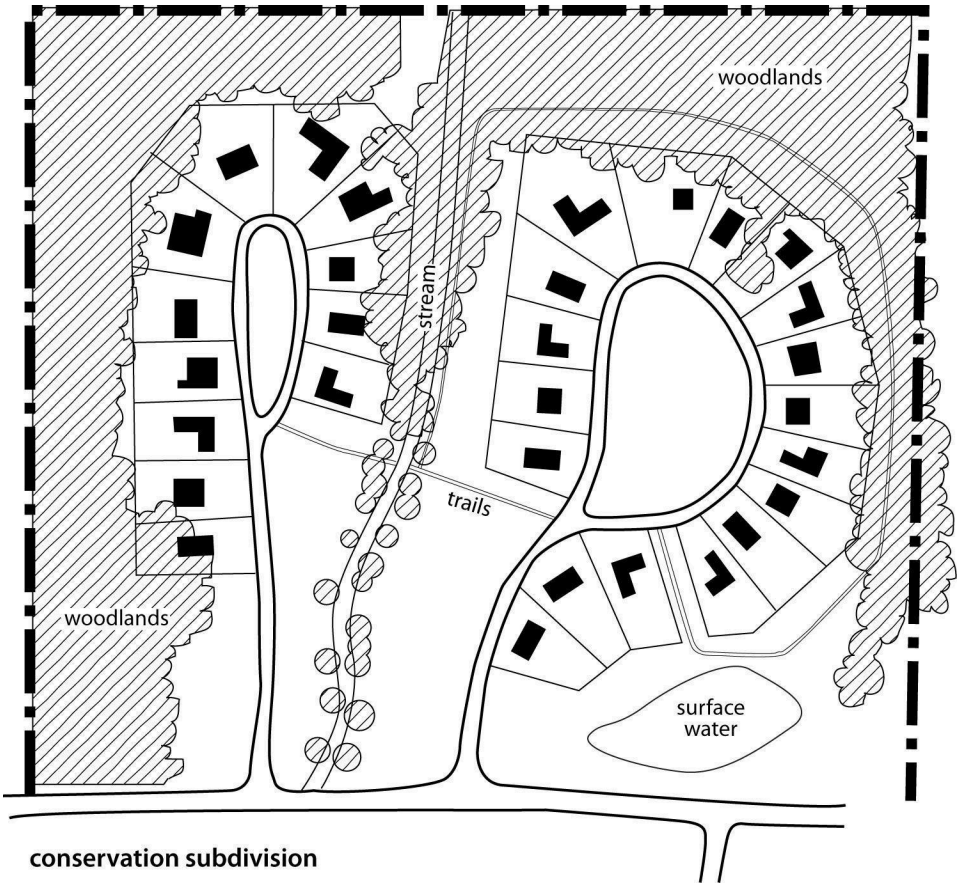
required to comply with the minimum lot area standards of Section 405.030.

c. If the cluster residential development is located in more than one (1) district, the maximum number of dwelling units must be calculated separately for each portion of the site lying within a different district.

5. General Design Principles.

a. Cluster residential developments are subject to all other subdivision design and improvement standards of this subdivision ordinance unless otherwise expressly stated.

b. Lots and development sites within cluster residential developments must, to the maximum extent practical, be located outside of areas containing woodlands, grasslands, surface waters, steep slopes, drainageways, rock outcroppings and other natural resource features.



6. Open Space.

a. Amount Required. All cluster residential developments must dedicate a minimum of thirty percent (30%) of the overall site

area as permanent, active or passive open space.

b. Use, Location and Design.

(1) Open space must be dedicated or reserved for one (1) or more of the following uses:

(a) Conservation of, and avoidance of development in, any areas that potentially pose a significant hazard to people or property such as drainageways, wetlands and lands whose soils or slopes make them particularly unsuitable for development or susceptible to erosion;

(b) Conservation and protection of any identified significant natural areas, including streams, rare plant communities, wildlife habitats, or other environmentally sensitive areas where development might threaten water quality or ecosystems; and

(c) Provision of active and/or passive outdoor recreation opportunities, either for the general public or for the development's residents or employees and their guests (this requirement is not intended to preclude a membership requirement or fee for use of recreation facilities such as golf, swim, or tennis clubs, as long as residents have an opportunity to join the club or pay to use club facilities).

(2) Highest priority for the location, design and use of open space must be given to conserving and avoiding development in any natural hazard areas or significant natural areas on the site.

(3) Open space may contain active recreation areas and only those buildings, structures, accessways and parking facilities that are necessary and accessory to its principal uses (e.g., parking lots, pedestrian paths, utility lines, driveways, and club houses). All such structures and surfaces must be designed to protect and enhance the natural character and function of the open space. All active recreation areas must comply with the following:

(a) Development of the area must include a tree and native vegetation preservation plan that protects mature vegetation areas and limits disturbance to the minimum required for construction;

(b) Landscaping must comply with the planting list; and

(c) The location, size, character and shape of required open space must be located on portions of the site that are

most appropriate for the intended use (e.g., open space proposed for ball fields must be located on land that is relatively flat, dry, and can be accessed conveniently and safely by intended users).

c. Boundary Markers.

(1) Boundary markers must be put in place clearly marking required open space areas before, during and after construction.

(2) Boundary markers must be installed at the intersection of private lot lines with the outer edge of the permanent open space area before receiving final City approval of plans for clearing, grading, or sediment and erosion control.

(3) Construction fencing must be placed at the outer edge of the existing vegetation to be preserved in the permanent open space area. This fencing must be maintained throughout the construction process.

(4) Permanent signs reading "Permanent Open Space Set-Aside—Do Not Disturb" must be placed at the edge of the permanent open space as follows:

(a) For single-lot developments, signs must be posted every one hundred
(100) feet along the open space boundary.

(b) For multiple lots located along an open space set-aside, signs must be located at the intersection of every other lot line along the open space.

d. Construction in Phases. A description of planned development phases must be included in the application for, and made a part of the approval of the final plat for the cluster housing development. Each scheduled phase of development must include a proportion of required common open space based on the proportion of dwelling units that are being constructed in each phase.

7. Ownership and Maintenance of Open Space.

a. The applicant must identify the owner of the open space. The designated owner and the owner's successors are responsible for maintaining the open space and any associated facilities. If a property owners association is the owner, membership in the association is mandatory and automatic for all property owners of the subdivision and their successors. If a property owners association is the owner, the property owners association must have lien authority to ensure collection of dues from all members.

b. The applicant must submit a management plan for the open space and all common areas. The management plan must:

(1) Allocate responsibility and guidelines for the maintenance and operation of the open space and any associated facilities, including provisions for ongoing maintenance and for long-term capital improvements;

(2) Estimate the costs and staffing requirements needed for maintenance, operation and insurance and outline the means by which necessary funding will be obtained or provided;

(3) Provide that any changes to the management plan be approved by the development review committee; and

(4) Provide for enforcement of the management plan.

c. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the City may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance, plus any administrative costs and penalties, may be charged to the owner, property owner association, or to the individual property owners that make up the property owners association. Unpaid costs will become a lien on all subdivision properties.

8. Legal Instrument for Permanent Protection. The open space must be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument for permanent protection must include clear restrictions on the use of the open space. These restrictions must include all restrictions contained in this section, as well as any further restrictions the applicant chooses to place on the open space. The legal instrument must be one (1) of the following:

a. A permanent conservation easement (RSMo. 67.880) in favor of either:

(1) A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization must be bona fide and in perpetual existence and the conveyance instruments must contain an appropriate provision for transfer in the event the organization becomes unable to carry out its functions; or

(2) A governmental entity (if the entity accepting the easement is not the City, then a third right of enforcement favoring the City must be included in the easement);

b. An open space tract protected by a permanent restrictive covenant for conservation purposes in favor of a governmental entity; or

c. An equivalent legal tool that provides permanent protection, as approved by the City attorney.

D. Manufactured Home Parks.

1. General Standards for Manufactured Home Parks.

a. Manufactured home parks must contain a minimum area of fifteen (15) acres.

b. The minimum width of a manufactured home park is three hundred (300) feet.

c. A manufactured home park must be entirely owned by an individual, firm, trust, partnership, public or private association or corporation. No lots may be individually sold.

d. Manufactured home parks can only be used for residential purposes, customary and incidental accessory uses common to residential districts, and service buildings as permitted in Section 420.010C.7. Manufactured homes may be offered for sale in the park by owners selling their individual units only.

e. No manufactured home may be located for occupancy or occupied unless on a designated lot within a manufactured home park, unless otherwise expressly permitted by this Code. No manufactured home may be parked within a public right-of-way for more than twenty-four (24) hours.

f. Recreational vehicles may not be occupied at any time.

2. Circulation System.

a. Internal Street System.

(1) Public and approved private streets must be constructed in accordance with City construction standards for primary residential streets.

(2) Manufactured home parks must have at least two (2) permanent vehicular entrances that are at least forty (40) feet in width.

b. Pedestrian Circulation. A sidewalk with a width of at least four (4) feet must be constructed along one side of each street within the manufactured home park, in accordance with City construction standards.

3. Lighting. The interior and exterior of all manufactured home parks must be constructed with sufficient exterior lighting that allow for safe movement of vehicles and pedestrians at night. Lighting of streets and community buildings must provide an average illumination level of one-half (1/2) foot-candles. All exterior lighting must be installed and maintained by the operator of the park.

4. Recreation Areas.

    a. A minimum of five hundred (500) square feet of recreation and/or open space area must be provided per manufactured home lot. Each recreational or open space area must contain a minimum of five thousand (5,000) square feet in area and be provided with adequate recreational equipment and facilities. These include suitable landscaping, fencing and seating areas.

    b. If a swimming pool is provided the pool must be constructed in accordance with City requirements. See Section 420.050B.

    c. Recreation and open space areas must be centrally located and connected to pedestrian walkways and sidewalks within the park.

    d. The required recreational or open space area must be fully developed before fifty percent (50%) of the lots are occupied.

5. Landscaping and Paving.

    a. Each manufactured home space must include on-lot landscaping consisting of at least two (2) shade trees with a caliper of at least one and one-half (1 1/2) inches.

    b. Exposed ground surfaces in all parts of every manufactured home park must be paved, covered with stone screenings or other solid materials, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating objectionable dust.

    c. All manufactured home parks and spaces shall be maintained in a neat and presentable manner. All landscaping, park and open space improvements required by the Unified Development Code must be maintained.

    d. All manufactured home parks must be surrounded by a screen and/or landscape buffer in accordance with Section 430.070C1.

6. Storm Shelters. A storm shelter which is adequate to accommodate three (3) persons per manufactured home must be provided and centrally located within the park.

7. Service Buildings and Community Facilities. Service buildings,

management offices, community storage areas, indoor recreation areas and/or laundry and similar facilities that serve park residents may be provided within a manufactured home park, provided they do not occupy more than five percent (5%) of the area of the park. Service buildings and community facilities must be located, designed and intended to serve the residents of the park and present no visible evidence of their commercial character from any area outside the park.

8. Individual Storage Areas. A community storage area with a minimum of two hundred fifty (250) square feet per manufactured home space must be provided within the park. This storage area must be fenced with a solid, visually obstructing wall or fence with a height of six (6) feet.

9. Sanitary Sewer and Water Supply.

    a. Every space within a manufactured home park must be provided with public sanitary sewer and water service with all utility lines constructed in accordance with City approved plumbing and sanitary codes. All utility lines, including electrical service must be placed underground.

    b. No manufactured home lot may be located farther than three hundred (300) feet from a fire hydrant.

    c. Sanitary conditions within any manufactured home park must be consistent with the regulations of the Missouri Board of Health, Clean Water Commission, other State regulatory agencies and ordinances of the City.

10. Drainage Requirements.

    a. Manufactured home parks must be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.

    b. No manufactured home park may be located in the one-hundred-year floodplain.

11. Standards for Individual Manufactured Homes and Park Spaces.

    a. Dimensional Standards.

        (1) All manufactured home park spaces must meet the following dimensional requirements:

Standard	Dimension
Minimum manufactured home space area	4,000 square feet

Minimum manufactured home space width	50 feet
Minimum manufactured home dimensions	10 feet x 50 feet
Minimum setback from perimeter property lines	30 feet
Separation between manufactured homes	30 feet
Separation between manufactured homes and unattached accessory structures, on the same or another home site)	10 feet
Separation between manufactured homes and accessory structures and other manufactured home park structures, including offices, service buildings, community buildings or laundry buildings	30 feet
Separation between manufactured homes and internal street pavement, parking areas or common areas	15 feet

(2) In measuring the minimum separation between manufactured homes, measurements will be taken from the outermost projection of the manufactured home or from any attached accessory structure, such as decks, stairs, stoops, porches, attached carports, and any other structure that is not separated from the manufactured home by at least ten (10) feet.

b. Construction Standards.

(1) All manufactured homes must be constructed according to applicable local building codes. Where the provisions of the building code conflict with the standards of this section, the more restrictive provision will control.

(2) Every manufactured home must be placed on a solid concrete slab under the entire home with a thickness adequate to support the structure.

(3) Every manufactured home must be securely skirted within fifteen (15) days after placement in a park by enclosing the

open area under the unit with a material that is comparable with the exterior finish of the manufactured home and must be adequately maintained.

(4) All manufactured homes must be supported at a maximum of ten-foot centers around the perimeter of each manufactured home and this blocking must provide sixteen (16) inches by sixteen (16) inches bearing upon the stand.

(5) Tie-downs and ground anchors must secure all manufactured homes to the ground, as required by the State of Missouri.

c. Design Standards.

(1) All manufactured homes must have frontage on a street within the manufactured home park.

(2) Each manufactured home lot must be provided with two (2) paved off-street parking spaces.

(3) Each manufactured home lot must be provided with a paved patio area other than a parking space of not less than two hundred (200) square feet.

(4) Each manufactured home must be provided with a weather-tight container with a tight fitting cover for garbage disposal. The park owner must insure that containers are emptied regularly, at least weekly, and maintained in a useable sanitary condition.

d. Electrical Connections. Each manufactured home lot must be provided with an electrical source supplying at least 220 volts, in accordance with City electrical codes.

E. Manufactured Home Residential Design. A manufactured home of residential design shall comply with the following criteria:

1. Minimum dimensions of twenty-two (22) feet in width and forty (40) feet in length;

2. The pitch of the roof of the manufactured home has a minimum vertical rise of four (4) feet for each twelve (12) feet of horizontal run and the roof finished with a type of shingle that is commonly used in standard residential construction in the City;

3. All roof structures provide an eave projection of no less than twelve (12) inches, exclusive of any guttering;

4. The exterior siding consists of vinyl or metal horizontal lap siding (whose reflectivity does not exceed that of low luster white paint), wood, or hardboard, comparable in composition, appearance and

durability to the exterior siding commonly used in standard residential construction in the City;

5. Is set up in accordance with the recommended installation procedures of the manufacturer and the standards set by the National Conference of States on Building Codes and Standards and published in "Manufactured Home Installations, 1987" (NCS BCS A225.1), and a continuous, permanent masonry foundation or masonry curtain wall, or poured concrete wall, unpierced except for required ventilation and access, is installed under the perimeter of the Residential-Design Manufactured Home;

6. Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home are installed or constructed in accordance with the standards set by the building code and attached firmly to the primary structure and anchored securely to the ground; and

7. Has substantially the appearance of an on-site, conventionally built, single-family dwelling.

F. Group Homes.

1. Group homes located within residential neighborhoods must maintain an exterior appearance in general conformance with the neighborhood.

2. Group homes must be located a minimum distance of one thousand (1,000) feet from any other group home, unless this distance requirement is waived by the City Council.

Section 4. Section 430.060 Site Trees of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

430.060. ~~Site Trees~~ Residential Landscaping.

~~A. One tree must be planted along street frontages between the front building line and the front lot line of each lot in a subdivision and shall not be located within the right-of-way. Said tree § 430.060 § 430.060~~

~~shall be of a size in accordance with Section 430.130B1 and be of a species type listed in Section 430.090A. On lots with two (2) street frontages, one (1) site tree is required on each frontage. Once planted, the maintenance of these trees is the responsibility of the property owner. Required site trees must be installed on an individual lot prior to issuance of a certificate of occupancy.~~ **~~[Amendment 35 - Ordinance 2022-076, 10-24-2022]~~**

~~B. To reduce the risk of disease and/or insect infestation, no more than fifty percent (50%) of the site trees in a subdivision may be of one (1) species.~~

A. Applicability. All new detached single and two-family dwellings shall provide lot landscaping in the form of ornamental grasses, shrubs, evergreens, ornamental and shade trees, each having their own point value. Attached single-family and multi-family dwellings are exempt from this code subsection, but shall meet all other standards of this chapter, including a landscape plan.

B. Plant Values.

1. Minimum Point Requirements.

Single-Family Lots	40 Points
Two-Family Lots	45 Points

2. Values By Type.

1-Gal. Shrubs or Grasses	1 Point
3-Gal. Shrubs or Grasses	3 Points
4-ft Evergreens	4 Points
6-ft Evergreens	6 Points
Ornamental Tree	8 Points
Shade Tree	10 Points Max. Per Lot

C. Required Street Frontage Shade Tree(s).

1. Each lot is required to have one (1) street frontage shade tree per street frontage. Lots with frontage of one hundred (100) feet in width or more shall provide one (1) per fifty (50) feet of street frontage. The tree(s) shall be planted in the front yard(s) and within fifteen (15) feet of the front property line. The street frontage shade tree(s) does not count towards the point totals for either the single or two-family requirement.

2. Lots along right-of-ways with street trees shall provide one (1) ornamental tree in the adjacent front yard(s) at no value towards the overall points required.

3. Cul-de-sac lots shall provide street frontage shade trees on every other lot. Those lots without a required street frontage shade tree shall provide an ornamental tree in the front yard area and said tree will count towards the overall required points.

D. General Shade Tree(s). Only one (1) shade tree, worth ten (10) points, counts

towards the minimum points required.

E. Front Facades/Entrances. Clustering of landscape materials, at minimum, shall be installed around the dwelling's pedestrian entrance and on the building's corners.

F. Two-Family Dwellings. Shall provide a general balance of landscaping across both sides of the lot.

G. To reduce the risk of disease and/or insect infestation, no more than fifty percent (50%) of the site trees in a subdivision may be of one (1) species.

H. Existing Shade Tree Preservation. Shade Trees that are deemed to be in good health and have been trimmed or pruned may count towards the point requirements of this section. No more than one (1) existing shade tree may be awarded points. The Development Services Director determines if a tree on a lot is eligible for points. Eligible trees that are at minimum fifteen (15) feet in height are worth twenty (20) points.

I. Inspections. The Development Services Department will inspect landscaping ahead of issuance of a Certificate of Occupancy. If necessary due to forces of nature, a Temporary Certificate of Occupancy may be issued with a defined expiration date. The builder is responsible for calling in this inspection. This should be done as part of the final inspection process.

Section 5. Section 430.130 Plant Materials of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

430.130. Plant Materials.

A. Plant Selection. All plant materials used to satisfy the requirements of this chapter must conform with the plant quality standards of the American Association of Nurserymen.

B. Minimum Planting Sizes at Time of Planting.

1. Trees.

a. Deciduous shade trees shall be two and one-half (2 1/2) to three-inch caliper as measured six (6) inches above ground.

b. Evergreen trees shall be four (4) ~~six (6)~~ to six (6) ~~eight (8)~~ feet in height.

c. Ornamental trees shall be one (1) to one and one-half (1 1/2) inch caliper as measured six (6) inches above ground. The smallest trunk of multi-trunk clusters (three (3) or more trunks) shall be three-quarters (3/4) inch.

2. Shrubs and Hedges.

a. Deciduous and evergreen shrubs must have a minimum container size of three (3) to five (5) gallons depending upon species and spacing.

b. Hedges, where required, must be planted and maintained to form a continuous, visual screen within a maximum of one (1) year after time of planting.

3. Vines. Vines must be a minimum of thirty (30) inches in height immediately after planting and may be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified.

4. Ground Covers. Ground covers used in lieu of grass in whole or in part must have a finished appearance and reasonably complete coverage within three (3) months after planting.

5. Grass.

a. Land Disturbance Activities. When a land disturbance permit has been issued, seeding may be utilized for erosion and sediment control when completed in accordance with Chapter 455. Seeding is also an acceptable grass cover for any land awaiting development.

b. Building Permits. When a building permit has been issued for a principal structure upon a lot, the lot must either have sod or hydroseeding installed wherever grass is required to be installed. The hydroseeding or sod must be installed prior to the issuance of any permanent certificate of occupancy.

C. Installation. The Development Services Department ~~Building Inspector~~ will inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping is completely installed in compliance with the approved landscape plan and this chapter.

1. All landscaping materials must be installed according to current accepted good planting procedures and in compliance with all applicable ordinances and code requirements.

2. Plant materials must be free from disease and installed in a fashion that ensures the availability of sufficient soil and water to sustain healthy growth.

D. Maintenance.

1. All landscaping materials must be maintained in good condition so as to present a healthy, neat and orderly appearance and must be kept free from refuse and debris.

2. All landscaping must be periodically trimmed so that it does not obstruct a public right-of-way.

3. Diseased and dead landscape material and damaged non-living

materials must be replaced within sixty (60) days of receipt of notice from the City by materials equal in size, density and appearance as originally required at the time of site plan approval.

4. The owner, tenant and their agent, if any, will be jointly and severally responsible for the maintenance of all landscaping.

5. Irrigation systems for all areas of turf, trees, shrubs, annual gardens or perennial gardens are required in the R-3B, C-1, C-2, C-3, PO, and BP districts and must be shown on the landscape plan. All irrigation systems must be maintained in proper working condition.

Section 6. Section 445.030 Subdivision Design and Layout of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

445.030. Subdivision Design and Layout.

A. Compliance with Growth Management Plan. Subdivider's shall refer to the Growth Management Plan when designing a new subdivision layout. Land use, transportation connectivity, and location of trails and park land as indicated in the Growth Management Plan shall be considered in the design and layout of the subdivision. **[Amendment 25 – Ordinance 2017-051, 8-28-2017]**

B. Conditions. The subdivision of land is a privilege conferred upon the developer by the laws of the State of Missouri and through these subdivision regulations. It is the developer who is seeking to acquire the advantages of lot subdivision and upon him/her rests the duty of compliance with reasonable conditions laid down by the Planning and Zoning Commission and the City Council for design, dedication, improvement and restrictive use of the land so as to conform to the physical and economical development of the City and to the safety and general welfare of the future plot owners in the subdivision and of the community at large.

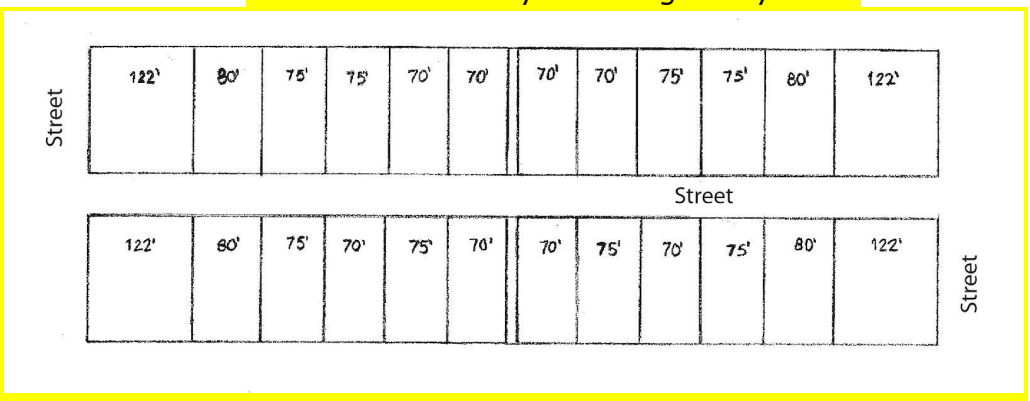
C. Single and Two-Family Residential Design Standards.

1. Purpose. The following standards shall apply to all new detached single and two-family residential lots within any residential district, except A, RE and RR. To discourage monotony, there shall be diversity in lot widths, unique front facades through material and form, and landscaping that accentuates building entries and corners with trees that provide a generous canopy.

2. Applicability. Subdivision plats/phases consisting of ten (10) or more lots shall be subject to these standards. The standards shall be considered a minimum, and additional requirements may apply as part of the rezoning or subdivision review process.

3. Lot Widths. Lot widths throughout a subdivision shall vary and no more than two (2) of the same dimension shall be used next to each other. The variation in dimensions shall be no less than five (5) feet. There shall be at least three (3) different lot widths fronting the street along the length of a block.

Basic Lot Width Layout Along a City Block



* The diagram shown above is for illustrative purposes only and not meant to be prescriptive.

4. Entry Features. An entry feature is designed to increase architectural variation along a block, provide an inviting usable outdoor space, highlight the home's entrance, and activate the streetscape. While each entry type shares these commonalities they also have distinct purposes.

a. Entry Feature Type.

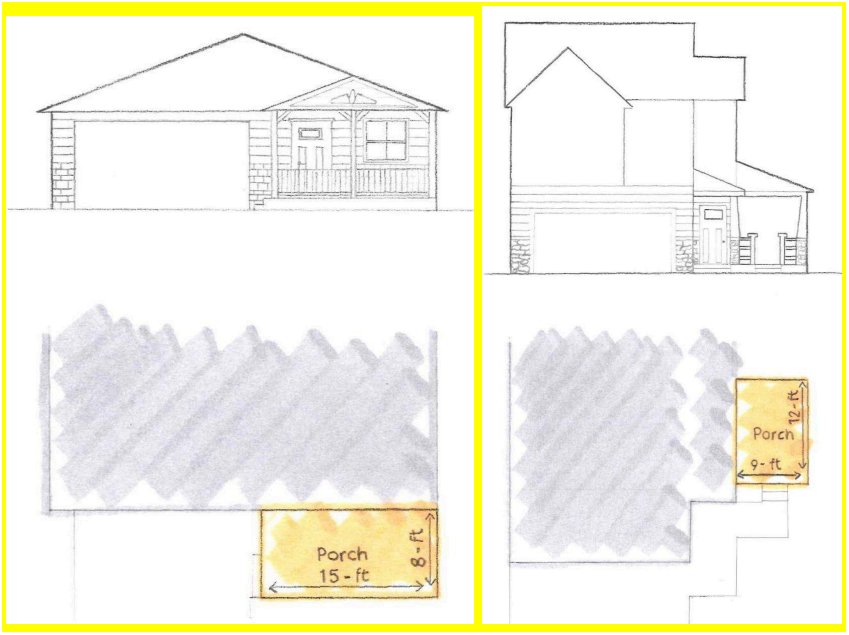
(1) Front or Side Porches

(a) Purpose. Comfortable, Inviting, Social

(b) Form. All porches shall have a minimum depth of 8feet and a width of 10feet. The minimum dimension does not include steps or the landing leading to the porch. Covered porches should feature different roof designs, i.e. flat, shed, gable, hip, arched, no roof, etc. and locations on the facade i.e. center, left, right, wrapped, etc. Side porches can serve as part of the primary entrance to the home or as a more private space with limited access.

(c) Detail. Ornamentation in the form of pediments, transom windows, enlarged trim, mouldings or corbels

are required over the entry feature's pedestrian entrance or front door, if uncovered. Decorative railings or short walls up to four (4) feet in height shall wrap at least 50% of the porch perimeter.



*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

(2) Stoops.

(a) Purpose. Transitional, Practicable, Approachable

(b) Form. Stoops shall be at least one (1) feet wider on either side of the front door and six (6) feet in depth. The minimum dimension does not include steps leading to the stoop. Covered stoops should feature different roof designs, i.e. flat, shed, gable, hip, arched, no roof, etc.

(c) Detail. When projecting, the perimeter of the stoop not along a building facade shall be established with decorative railings or short walls up to four (4) feet in height. Ornamentation is required over the front entry feature's pedestrian entrance or front door, as listed in subsection (a.)(i.) of this section.



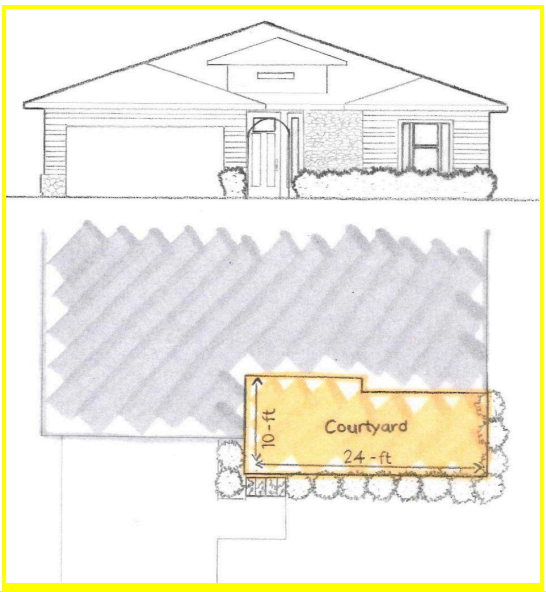
*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

(3) Courtyards

(a) Purpose. Welcoming, Elegant, Buffer

(b) Form. Shall be designed within a recessed area of the front facade and be a minimum of one hundred (100) square feet. Up to fifty (50) percent of the courtyard may extend beyond the Primary Front Facade.

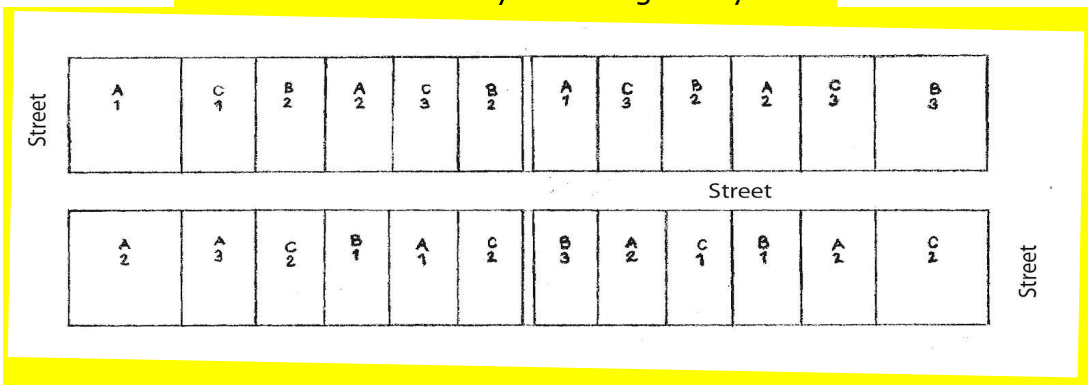
(c) Detail. The perimeter of the courtyard not along a building facade shall be established with short walls or decorative fencing and or landscaping up to four (4) feet in height. The courtyard shall either provide vertical landscaping no less than six (6) feet in height, pillars, an arched trellis, or other ornamental features that define the pedestrian entrance into the courtyard.



*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

5. Front Facades of Abutting Lots. A minimum of three (3) entry features, as outlined in subsection four (4.), shall be provided for the homes of the subdivision. No two (2) of the same entry feature may be located next to or directly across from one another. An entry feature is considered the same when the type, projection or recession from the primary facade, and the facade materials used on the feature are alike or the same. As an example, two projecting front porches can be on neighboring lots if the materials differ.

Basic Front Facade Layout Along a City Block



* The diagram shown above is for illustrative purposes only and not meant to be prescriptive.

Entry Type			Materials		
A	-	Covered Projecting Front Porch	1	-	Brick Masonry
B	-	Covered Projecting Side Porch	2	-	Stone Masonry
C	-	Uncovered Projecting Stoop	3	-	Wood

* Additional materials other than what is listed above may be considered. The list is intended as an example.

Two-family Buildings. Both entrances may utilize the same entry feature on a singular building. The required entry feature shall vary from building to building.

6. Submittal Requirements. The following items shall be submitted with any preliminary plat, final plat or building permit application.

a. Lot Diversity Table - Lists lot widths and percentages of each across the plat/ phase. The table shall be provided on the Preliminary and Final Plats.

b. Preliminary and final plats shall include the following note:

Single and Two-Family Residential Design Standards - The lots and buildings within this proposed subdivision plat shall meet the standards of Raymore's Unified Development Code Section 445.030(C), including lot widths and entry features. Entry features are to be reviewed with each building permit.

c. A front building elevation and plot plan shall be submitted with the building permit for each home and reviewed by the Planning Division of Development Services as part of the permit review process.

D. Definitions.

Primary Front Facade. The facade which faces nearest the front property line.

Projection. Entry features that extend more than fifty (50) percent past the Primary Front Facade towards the front property line.

Recession. Entry features that are positioned fifty (50) percent or more behind the Primary Front Facade.

E. Design Principles and Guidelines.

1. Traffic Movement and Pedestrian Circulation.

    a. Subdivisions shall be designed to create an integrated system of lots, streets, trails, and infrastructure that provides for efficient movement of people, bicycles, and automobiles within the subdivision and to and from adjacent development.

    b. Subdivisions shall provide for the efficient movement of through traffic by providing a completely interconnected hierarchy of streets and roads in order to avoid isolation of residential areas and over-reliance on arterial roads.

    c. All subdivisions shall be designed to provide safe and attractive pedestrian routes to nearby commercial centers, as well as nearby public/civic, employment and recreation uses.

    d. Street layouts shall be uncomplicated, so that emergency services, public services, and visitors can find their way to their destinations.

    e. Residential driveways shall not directly access arterial or collector roads.

    f. Residential subdivisions involving three (3) or more lots shall be served by internal street systems rather than relying on direct access from existing arterial and collector streets. When direct access from arterial and collector streets is allowed, the City Council shall be authorized to require shared access drives and other mitigation measures to reduce the number of access points on major roads and thereby promote public safety and efficient movement of traffic.

2. Open Space.

    a. Open spaces shall be integrated into and throughout subdivisions, should be connected with one another and with open spaces in adjacent developments, and should include trails that connect to pedestrian routes in the subdivision and to regional trail systems.

    b. Open spaces anticipated for use as active or developed parks shall be located on relatively flat, well-drained terrain.

    c. Open spaces not anticipated for use as active or developed parks shall be located on prominent high points with significant views or along significant and interesting geological features or wooded areas or along significant drainage areas.

    d. Open spaces that are anticipated to serve as trail corridors shall be continuous with anticipated trail corridors on adjacent properties.

e. Subdivisions shall be designed and laid out in a manner that creates the least damage to the natural environment and avoids to the maximum extent feasible significant natural resources such as prime agricultural lands, wooded areas and wetlands.

3. Natural Hazards. Lands subject to flooding, excessive erosion, and subsidence because of soil types or groups, water courses and other drainageways, steep slopes or other natural hazards may not be platted for residential or other uses in such a way as to present a danger to life or property or to the public health, safety or general welfare.

4. Natural and Cultural Resources.

a. Subdivisions shall be designed to preserve trees and native vegetation, ponds, streams, rivers, lakes, hillsides and other natural resources that exist on a site.

b. Subdivisions shall be designed to preserve cultural and historic resources.

F. Blocks.

1. The lengths, widths, and shape of blocks must be suited for the planned use of the land, zoning requirements, and need for convenient access, control and safety of street traffic and the limitations and opportunities to the terrain.

2. Blocks shall have sufficient width to provide for two (2) tiers of lots of appropriate depth except where otherwise required to separate residential development from through traffic.

3. Blocks may not exceed one thousand (1,000) feet in length. Pedestrian ways of not less than ten (10) feet in width must be provided near the center of any block that is six hundred (600) feet or more in length where deemed necessary in the opinion of the Planning and Zoning Commission to provide adequate pedestrian circulation or access to schools, shopping center, churches, parks or transportation facilities.

G. Lots.

1. The lot size, width, depth, shape and orientation, and the minimum setback lines must be appropriate for the location of the subdivision and for the type of development and use contemplated.

2. Lot dimensions, including width, depth, area and setbacks, must conform to the requirements of the Unified Development Code unless otherwise expressly stated in this section.

3. Corner lots for residential use must have extra width to permit

appropriate building setback from, and orientation to both streets.

4. The area of the street right-of-way shall not be included and calculated in the area of the lot with respect to minimum lot area requirements of the Unified Development Code.

5. Double frontage and reverse frontage lots may be approved at the time of preliminary plat approval where necessary to provide separation of residential development from through traffic or overcome specific disadvantages of terrain and orientation. No access shall be allowed onto a collector or arterial road.

6. The depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

7. Unless otherwise approved by the Director of Public Works, the minimum finished floor elevation for the garage slab shall be one and one-half (1 1/2) feet above the top of curb. The maximum finished garage floor elevation shall be such as to provide a maximum driveway slope of eight ~~eighty~~ percent (8%) ~~(80%)~~.

8. When land is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged in such a manner as to allow for the opening of future streets and logical further re-subdividing of the parcel.

9. All subdivision lots in an applicable zoning district shall conform to the standards of 445.030(C).

H. Subdivision Adjacency Standards. The following subdivision adjacency standards are intended to provide adequate transition between new single-family and two-family developments adjoining recorded platted single-family subdivisions in the City.

1. Applicability. For preliminary or final plat applications, if the median lot area per dwelling unit of proposed lots is less than seventy-five percent (75%) of the median lot of the adjacent existing platted lots, the requirements of this section shall apply.

2. Exempted Subdivisions.

   a. New subdivisions separated from existing recorded platted subdivisions in the City by a right-of-way for the entire length of the new subdivision shall be exempt from the requirements of this section. If the right-of-way only extends for a portion of the distance between the two (2) subdivisions, then one (1) of the adjacency options shall be utilized along the remaining common lot line.

b. An application for final plat approval that is part of a subdivision that obtained preliminary plat approval prior to January 22, 2007 shall be exempt from the provisions of this section.

c. An application for preliminary plat or final plat approval that is part of a subdivision that has an approved Memorandum of Understanding regarding development of the entire subdivision shall be exempt from the requirements of this section.

3. Standards. New residential subdivisions subject to the requirements of this section must provide one (1) of the following lot compatibility techniques along the common property line:

a. Landscape Buffer with Berm.

(1) Shall have a minimum width of twenty-five (25) feet;

(2) Shall have a minimum height of four (4) feet;

(3) Evergreens shrubs, trees or other landscape plantings shall be utilized to create a Type A opaque buffer as defined in Section 430.080C1;

(4) Perimeter barriers, including fencing or walls, may be utilized within the landscape buffer; and

(5) The buffer shall be part of an open space or landscape tract.

b. Landscape Buffer without Berm.

(1) Shall have a minimum width of thirty (30) feet;

(2) Evergreens, shrubs, trees, or other landscape plantings shall be utilized to create a Type A opaque buffer as defined in Section 430.080C1;

(3) Perimeter barriers, including fencing or walls may be utilized within the landscape buffer; and

(4) The buffer shall be part of an open space or landscape tract.

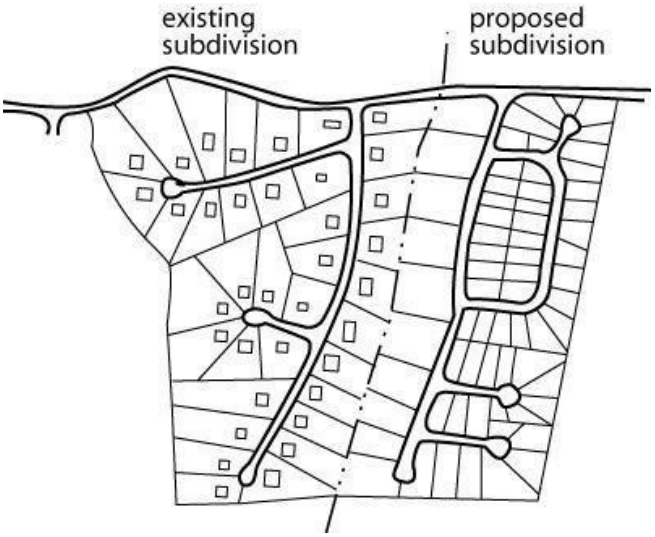
c. Open Space Buffer.

(1) Shall have a minimum width of fifty (50) feet;

(2) Shall contain a ten-foot wide trail, pedestrian or bike path that provides pedestrian connectivity; and

(3) The buffer shall be part of an open space or landscape tract.

d. Yard Matching. The rear yard widths of the proposed development shall match the rear yard widths of the existing adjacent development.



e. Parkland. Dedication of City parkland accepted by the Raymore Parks and Recreation Board.

4. Combination of Options. A combination of options may be utilized to fulfill the adjacency requirement along the entire length of the common property line between the proposed lots and existing platted lots.

I. Monuments.

1. The subdivider shall cause a registered land surveyor to install permanent reference points on all perimeter corners of the property.

2. All required monuments disturbed, destroyed, obliterated or lost during construction shall be replaced upon completion of the work by the developer or his/her contractors at the cost of the developer.

J. Easements. **[Amendment 13 – Ordinance 2012-074, 9-24-2012; Amendment 24 - Ordinance 2017-004, 2-13-2017]**

1. Utility Easements. The Director of Public Works may require general utility easements of adequate width along lot lines where necessary or advisable for poles, wires, conduits, sanitary sewers, gas, water, power, and other utility lines as dictated by the plans of the developer to provide utility connections. The following are established as minimum width for any general utility easements on all lots:

a. Front line easements--ten (10) feet;

b. Side line easements--five (5) feet;

c. Rear line easements--seven and one-half (7 1/2) feet if adjacent to a general utility easement of at least five (5) feet in width otherwise, ten (10) feet.

2. Drainage Easements.

a. Suitable drainage easements as required by the Director of Public Works must be dedicated on the subdivision plat to provide for the natural drainage of storm water through the plat and in consideration of proposed improvements.

b. The minimum width for drainage easements shall not be less than fifteen (15) feet for closed conduits and twenty (20) feet for open channels, but, in any case, must provide for conveyance of a one-hundred-year storm flow with additional width of not less than ten (10) feet for construction and maintenance equipment and operations. Any variations to these standards should be noted on the final plat certified by the Director of Public Works.

c. These drainage ways must be improved to the extent necessary to properly accommodate storm flows in a manner to eliminate erosion and possible loss and damage to life, land and property. The location, width and alignment of such drainage easements and the improvements shall be subject to the approval of the Director of Public Works.

3. Private Easements.

a. A proposed subdivision plat shall not dedicate any private utility easement in the public rights-of-way.

b. Dedication of rights-of-way as part of a subdivision plat shall be free and clear of private easements.

4. Restriction of Use.

a. No building or structure shall be constructed, installed or placed in an easement area.

b. See Section 440.030A2 regarding fence location in an easement.

K. Streets. **[Amendment 28 – Ordinance 2018-066, 9-10-2018; Amendment 33 - Ordinance 2020-068, 11-23-2020]**

1. Street Access. All lots located in any subdivision must provide direct access to a dedicated public street, except that private streets may be permitted as a part of a Planned Unit Development or as otherwise permitted by this chapter.

2. Arrangement, Width and Location. In any new subdivision, the street

layout must conform to the arrangement, width, and location indicated on the Transportation Plan. Streets shall be designed and located in proper relation to existing and proposed streets; to the terrain; to natural features such as streams and tree growth; to public convenience and safety; to the proposed use of the land served by such streets; and to the most advantageous development of the adjoining area.

3. Connectivity.

    a. Proposed streets must extend to the boundary line of the tract being subdivided unless prevented by topography or other physical conditions; or unless in the opinion of the Planning and Zoning Commission such extension is not necessary or desirable for the coordination of the layout of the subdivision or for the advantageous development of the adjacent tracts.

    b. Streets within new subdivisions shall be connected with existing streets in adjacent subdivisions to provide connectivity between subdivisions.

4. Buffer Strips.

    a. Whenever a proposed residential subdivision contains lots that back onto an arterial or major collector, a buffer strip must be provided, according to one (1) of the following two (2) options:

	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

    b. All trees and shrubs must be set back from the right-of-way line at least five (5) feet.

c. The buffer may not be a part of the platted lots and must have the following restriction lettered on the plat:

"This buffer reserved for the planting of trees or shrubs by the developer; the building of structures and fences hereon is prohibited."

d. At the time of final plat, the developer must provide a landscape plan for the buffer strip area.

e. A wall or fence consisting of a unified and consistent design and materials may be installed within the buffer area. The wall or fence must be included in the landscape plan submitted to the Planning and Zoning Commission.

5. Intersections. Streets must intersect at right angles unless otherwise dictated by topography or other factors of good design.

a. The number of intersections along arterial and collector streets shall be held to a minimum. Wherever practical the distance between such intersections shall not be less than one thousand (1,000) feet.

b. Property lines at street intersections shall be rounded with a minimum radius of fifteen (15) feet. A greater radius may be required by the Director of Public Works where anticipated traffic justifies such a requirement.

c. Streets parallel to a limited access highway shall, when intersecting an arterial or collector street, highway or a collector street be located at a minimum distance of two hundred fifty (250) feet from said right-of-way, highway or collector street. Such distance, when desirable and practical, shall be determined with due consideration of the minimum distance required for the future separation of grades by means of appropriate approach gradients.

d. Local streets need not continue across arterial or collector streets; but, if the centerline of such local street approach the arterial or collector streets from opposite sides thereof within one hundred fifty (150) feet, however, the Director of Public Works may require an appropriate easement to accommodate drainage facilities, pedestrian traffic or utilities.

6. Street Dimensions. All streets must conform to the requirements contained in the City of Raymore Technical Specifications and Design Criteria Manual. **[Amendment 33 - Ordinance 2020-068, 11-23-2020]**

7. Half Streets. **[Amendment 25 - Ordinance 2017-051, 8-28-2017]**

a. Where an existing dedicated or platted half street is adjacent to the tract being subdivided, the other half of the street right-of-way must be dedicated by the subdivider. Half street dedications are not permitted, unless there is satisfactory agreement with the City that all adjacent property owners agree to dedicate and construct the one-half (1/2) of the street that is adjacent to their property.

b. When a collector or arterial road is adjacent to the subdivision, one-half (1/2) of the applicable right-of-way for the road shall be dedicated to the City as part of the subdivision plat.

8. Suburban Estate Streets. Streets in subdivisions with lots two and one-half (2 1/2) acres in area or larger and with frontages of two hundred (200) feet or greater, or any streets in subdivisions in the RE district, may be designed in accordance with the cross section as shown in the City specification for streets, subbase and base for residential lots larger than two and one-half (2 1/2) acres.

9. Cul-de-sac Streets. **[Amendment 22 – Ordinance 2015-068, 9-14-2015]**

   a. Cul-de-sac streets may not be longer than six hundred (600) feet, measured from the centerline of the cul-de-sac to the centerline of the connecting street. In subdivisions with lots one-half (1/2) acre or larger, cul-de-sac streets may be up to eight hundred (800) feet in length. Exceptions may be made where topographic or other unusual existing conditions so require, subject to the approval of the Director of Public Works and the Planning and Zoning Commission.

   b. Turnaround design must be submitted to and approved by the Director of Public Works in accordance with the City of Raymore Technical Specifications and Design Criteria Manual.

   c. A decorative island shall be required at the center of a cul-de-sac turnaround to provide for stormwater treatment. Decorative islands must be designed and maintained in accordance with Section 450.020 of the Unified Development Code.

10. Private Streets. Private streets are permitted subject to the approval of the City Council. A homeowner’s association or business district association must be formed to maintain any private street.

11. Street Classification. Street classification in new subdivisions must first be determined by the Director of Public Works when the Preliminary Plat of a subdivision is submitted. The final classification will be determined by the City Council as approval of the final plat is made by that Council.

12. Street Names and Signs. **[Amendment 25 - Ordinance 2017-051, 8-28-2017]**

    a. Street names must be suggested by the developer and approved by the Planning and Zoning Commission at the time of the preliminary plat approval.

    b. Street names must comply with the City Addressing and Street Naming Policy.

    c. Reflective street signs, approved by the Director of Public Works, will be provided and installed by the subdivider at all street intersections at the subdivider's expense.

L. Street Lighting. **[Amendment 8 – Ordinance 2011-9, 2-28-2011; Amendment 24 - Ordinance 2017-004, 2-13-2017]**

1. The subdivider shall be responsible for installation of all required street lights associated with any new subdivision at the time public improvements are installed. Street lights shall be required as follows:

    a. On any collector or arterial street immediately adjacent to the subdivision wherein street lights are not currently installed; and

    b. On any street within the subdivision in accordance with a street light plan designed by an engineer registered in the State of Missouri, submitted by the subdivider, and approved by the Director of Public Works.

2. Street lights required to be installed on adjacent collector or arterial streets shall be installed in accordance with a street light plan already approved by the City or a plan designed by an engineer registered in the State of Missouri, submitted by the subdivider, and approved by the Director of Public Works.

3. The subdivider shall take the necessary steps to secure placement of required street lights. Street lights shall be installed and be operational prior to acceptance of any public improvements in the subdivision.

M. Sidewalks. **[Amendment 17 – Ordinance 2014-005, 2-10-2014; Amendment 24 - Ordinance 2017-004, 2-13-2017; Amendment 29 - Ordinance 2019-003, 1-14-2019]**

1. Requirement.

    a. Residential Developments.

        (1) Sidewalks shall be installed on both sides of all public streets except upon lots greater than three (3) acres in size,

or in the case of a residential subdivision, when the average lot size is greater than three (3) acres.

(2) Sidewalks shall be installed in the right-of-way, on the property line adjacent to the street, along the street frontage of all lots.

(3) Sidewalks along private streets shall be determined as part of preliminary plat review.

(4) Corner lots that do not contain an ADA curb ramp shall have the ramp installed at the time sidewalk is installed upon the lot.

b. Commercial, Industrial and All Other Developments.

(1) Sidewalks shall be installed on both sides of all public streets.

(2) Sidewalks shall be installed in the right-of-way, on the property line adjacent to the street, along the street frontage of all lots.

(3) Sidewalks shall be provided along one side of access drives and shall connect to sidewalks along all public streets adjacent to the development.

(4) Corner lots that do not contain an ADA curb ramp shall have the ramp installed at the time sidewalk is installed upon the lot.

2. Installation of Sidewalks.

a. Residential Developments. **[Amendment 8 – Ordinance 2011-9, 2-28-2011; Amendment 12 – Ordinance 2012-050, 6-25-2012; Amendment 22 - Ordinance 2015-068, 9-14-2015; Amendment 23 - Ordinance 2015-091]**

(1) Sidewalks on an individual lot shall be installed along all public streets adjacent to the lot prior to the issuance of a certificate of occupancy for the structure on the lot.

(2) Sidewalks in common areas that are not adjacent to any lot(s) shall be installed at the time public improvements are installed. All other sidewalk in common areas shall be installed by the owner of the common area at the time adjacent lot(s) are developed.

(3) Sidewalks along local roads adjacent to land not included in the subdivision phase shall be installed at the time public improvements are installed.

(4) Sidewalks along arterial or collector streets shall be installed

at the time public improvements are installed.

(5) The owner of any undeveloped lot within the subdivision or subdivision phase shall be required to construct a sidewalk on that lot when:

(a) Sixty-six percent (66%) or more of the lots on the same side of the street in the same block already have a sidewalk; and

(b) It has been three (3) years from the date the first Certificate of Occupancy was issued in the subdivision or subdivision phase that contains the undeveloped lot.

(6) If any portion of a corner lot has frontage along a street that meets the threshold of sub-section 5 above then sidewalk is required to be installed on all street frontages of the corner lot.

(7) Should any sidewalk not be completed within the required time period, the city may, after holding a public hearing, proceed with constructing the sidewalk and levy a special assessment against the property owner for the costs thereof.

(8) Any final plat approved after the effective date of this Code shall include a note on the plat that includes the language stated in Section 445.030K2a5.

(9) After holding a public hearing, the City Council shall consider the following factors in its deliberation to determine if the City is to install a sidewalk on an undeveloped lot and levy a special assessment against the property owner for the costs thereof:

(a) Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.

(b) Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.

(c) Whether installation of the sidewalk segment eliminates a safety concern.

(d) The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.

(e) The likelihood that the lot would be developed within the next year.

(f) Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.

(g) Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.

(h) Whether the sidewalk was required under a previously adopted City Code provision.

b. Commercial, Industrial and all Other Developments.

(1) All required sidewalks shall be installed upon the lot under development prior to the issuance of a certificate of occupancy for any building upon the lot.

c. Construction Standards. All sidewalks shall be constructed according to the Kansas City Metro Materials Board (KCMMB) 4K concrete material specification and City of Raymore Standard Specifications and Design Criteria. **[Amendment 11 – Ordinance 2011-52, 8-08-2011]**

3. Sidewalk Width. **[Amendment 29 - Ordinance 2019-003, 1-14-2019]**

a. Sidewalks shall be a minimum width of five (5) feet.

b. Sidewalks constructed in a residential subdivision with a final plat recorded prior to February 1, 2019 may be four (4) feet in width.

c. Sidewalks along any access drive shall be at least five (5) feet in width.

N. Trails. Trails shall be provided in accordance with Section 445.040C.

O. Dedications of Rights-of-Way.

1. When a land use permit or building permit is requested on a lot or tract abutting a public street, the Development Services Director must determine that adequate right-of-way exists on that portion of the public street abutting the property. The minimum right-of-way, measured from the centerline of the street of the property line of the lot or tract, will be determined based upon the classification of the abutting street. Classification of the abutting street shall be determined by reference to the Transportation Plan; or, if the classification is not designated on any of such documents, the Director of Public Works shall determine the street classification by reference to existing or planned land uses of abutting properties and the Transportation Plan.

2. Once the street classification has been determined, right-of-way

requirements shall be calculated in an amount equal to one-half (1/2) of the total right-of-way requirement established for such street classification in the Transportation Plan. Where the property lies on both sides of the public street, the right-of-way requirement must equal the amount set forth in the plan.

3. No land use permit or building permit will be issued for any lot or tract where the abutting right-of-way does not clearly comply with the right-of-way requirements until title for the additional required right-of-way has been conveyed to the City by plat or deed and accepted by the City Council.

4. Any requirement for dedication of right-of-way pursuant to this section may be waived by the Development Services Director where the permit being requested does not result in a change or expansion of use of the property or an increase in the square footage of any building.

5. Where development or construction will require easements and right-of-way dedications outside subdivision plat boundaries, no approval of construction plans for developments will be granted until verification of the recording of all easements and right-of-way dedications has been received.

P. Exceptions for Existing Improvements.

1. Where the proposed subdivision is a resubdivision or concerns an area presently having any or all required improvements as previously set out, and where such improvements meet the requirements of this section and are in good condition as determined by the City Council upon its consideration of the opinion of the Director of Public Works, no further provision need be made by the subdivider to duplicate such improvements. However, where such existing improvements do not meet said requirements as determined by the City Council upon its consideration of the opinion of the Director of Public Works, the subdivider shall provide for the repair, correction or replacement of such improvements so that all final improvements will then meet said requirements as determined by the City Council upon its consideration of the opinion of the Director of Public Works.

2. Where the proposed subdivision is a resubdivision or concerns an area presently abutting or continuing any existing public street of less than the minimum required right-of-way width or roadway width, land shall be dedicated so as to provide a minimum street right-of-way width established by this Code or by the policy of the City Council; and the subdivider of such proposed subdivision shall provide an additional roadway pavement meeting the minimum standards set by this Code and the City Council. The City Council shall determine what adjustment to make where the aforesaid

widening merges with existing streets which are of smaller width at the boundary of such proposed subdivision. The City Council may reduce the minimum roadway system in the proposed subdivision if the extension of such roadway is already improved at each end of such roadway in the subdivision and the roadway in the proposed subdivision is two (2) blocks or less in length.

Q. Street Trees. Where street trees are provided within a subdivision, they must comply with the requirements of Section 430.070.

R. Stormwater Drainage Systems.

1. Storm drainage systems must be designed by a registered professional engineer, approved by the Director of Public Works and installed by the subdivider.

2. Reinforced concrete pipe (RCP) must be installed at street crossings for storm sewers.

S. Sewage Disposal Systems.

1. Sanitary sewers must be designed by a registered professional engineer, approved by the Missouri Department of Natural Resources, approved by the Director of Public Works and installed by the subdivider.

2. The minimum requirement for sewer lines is the installation of eight-inch sewer line and service connection to all adjacent lots.

3. Sewage treatment plants and pumping stations, if approved, must be constructed according to the specifications and standards of the Missouri Department of Natural Resources.

4. All new homes shall be connected to a public sanitary sewer system.

   a. In the RE district, any new subdivision development not connecting to a public sanitary sewer system shall utilize a common sewage collection and treatment system, with provisions made for future connection to a public sanitary sewer system.

   b. Existing lots that are a minimum of three (3) acres in size and are not within three hundred (300) feet of a public sanitary sewer system may utilize an individual sewage disposal system.

5. Existing residences with an individual sewage disposal system that is properly functioning are not required to connect to a public sanitary sewer system. Should the individual sewage disposal system fail, connection shall be made to a public sanitary sewer system. If no public sanitary sewer system is available within three hundred (300) feet of the primary structure, then the individual sewage disposal system may be repaired or replaced.

T. Water Distribution Systems.Water distribution system, including the number and location of fire hydrants, shall be designed by a registered professional engineer and approved by the Missouri Department of Natural Resources and Director of Public Works and installed by the subdivider.

1. The minimum requirement for water systems is the extension of eight-inch water distribution mains and service connections to all adjacent lots according to the City's minimum specifications.

Section 7. 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 8. 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 MARCH, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
development services

PLANNING APPLICATION

STAFF REPORT

CITY COUNCIL MEETING: 03/23/2026

38TH UNIFIED DEVELOPMENT CODE AMENDMENT

APPLICANT	REQUESTED ACTION
City of Raymore, MO	38th Amendment to the Unified Development Code (UDC), creating new standards for single and two-family subdivisions of ten (10) or more lots aimed at creating better diversity in architecture and form by discouraging monotony in residential subdivisions. The proposed action would amend sections 405.030(B)(1): Agriculture and Residential Districts, 415.040: Overlay & Special Purpose Districts, 420.010: Use-Specific Standards, Residential Uses, 430.060 & 430.130: Landscaping & Screening and 445.030: Subdivision Design and Layout.

GENERAL INFORMATION

ADVERTISEMENT	DATE
Planning and Zoning Commission	February 12, 2026 North Cass Herald Newspaper
City Council	March 5, 2026 North Cass Herald Newspaper

PUBLIC HEARING	DATE -
Planning and Zoning Commission	March 3, 2026 Planning and Zoning Meeting
City Council	March 23, 2026 City Council Meeting

TEXT AMENDMENT REQUIREMENTS -

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states: "…text amendments may be initiated by the City Council or the Planning and Zoning Commission".

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) establishes the findings of fact that the Planning and Zoning Commission and City Council must take into consideration.

STAFF COMMENTS -

1. In February of 2025, the City Council held a worksession where staff presented ideas on how to address the concerns of the community regarding monotony in residential subdivisions. Staff was directed to continue researching the topic and to bring their findings back to the Council at a future worksession where the Kansas City Home Builders Association (HBA) would be invited to provide feedback.

2. Between March and September of 2025, staff met with the HBA, local and national commercial real estate lenders, an architecture, design and planning professional that does work locally and nationally, to better understand how communities across the country have addressed residential monotony and how new regulation can impact the private market.

3. A second worksession was held with the City Council in October of 2025. With representatives of the HBA present, staff presented proposed updates to the Unified Development Code (UDC), which were titled Anti-monotony Development Standards and focused on single and two-family residential subdivisions of ten (10) or more lots including new landscape standards. During the worksession, the City Council directed staff to schedule a meeting with the local builders that regularly work in Raymore to share the standards and gather feedback.

4. On November 5, 2025, an open house was held by city staff for the local building community to review the proposed changes to the UDC. Follow up surveys were sent out to allow attendees of the meeting to provide written comments.

5. Following the open house, staff met back with the City Council in November of 2025 during a worksession to share the feedback from the building community. Staff was directed to begin preparing a draft ordinance of the proposed UDC amendment to be heard by the Planning & Zoning Commission and City Council.

6. In January of 2026, the City Council held a joint worksession with the Planning & Zoning Commission where staff presented the draft standards and fielded questions from both bodies. Direction was given to look into how the landscaping standards could be modified to potentially lessen the minimum landscape point values for both single and two-family lots.

7. The proposed standards consist of three (3) separate design strategies and are summarized below:

    a. **Variation of Lot Widths** - Lots widths may only repeat for two consecutive lots before a minimum variation of five (5) feet shall occur. The variation of lot widths along a block face will provide a more diverse set of building envelopes, which can encourage a wider assortment in home types. Furthermore, the rhythm of the block can benefit from a wider range of spacings between buildings, as compared to many new subdivisions that create the same side yard dimensions on nearly every lot. The minimum lot width shall still meet the standards of the applicable zoning district.

    b. **Variation of Entry Features** - A minimum of three (3) entry features, porch, stoop or courtyard, shall be provided for the homes of the subdivision. No two (2) of the same entry feature shall be located next to or directly across the street from one another. However, changes in materials, projections or recessions from the primary facade may allow the same entry feature to repeat on adjacent lots. As an example, two projecting front porches can be on neighboring lots if the materials differ or if one is a projecting porch while the other is a recessed porch.

    c. **Landscape Standards** - Currently, the city's landscape standards require one (1) front yard tree for interior lots and two (2) for corner lots. While some subdivisions of the city can far exceed the minimum requirements, many are meeting the minimum. To lift the floor of what's required across the board, the new landscape standards take a different approach. A point value system has been developed to require each lot to meet a minimum of forty (40) points for single-family dwellings and forty-five (45) for two-family dwellings. The front yard tree is still a base requirement, however, builders will have to choose from an assortment of plant types, in the form of grasses, shrubs, evergreens, ornamental and shade trees, to collect enough points to meet the minimum required.

        During the January 2026 joint worksession with the City Council and Planning & Zoning Commission, staff was asked to reexamine the minimum point values required for the single and two-family lots. Staff

reviewed the standards and after some discussion, made a modification to the point system by creating different values for shrubs or grasses depending on their size/maturity at the time of planting. Shrubs or grasses, which were originally valued at one (1) point each, are now based on their size. One (1) gallon plants are worth one (1) point while three (3) gallon plants are worth three (3) points. Staff believes the small modification will allow builders to meet the standards quicker by encouraging the installation of more mature plants, which better fill in landscape beds and increase their rate of survival.

FINDINGS OF FACT -

1. Whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore

The proposed text amendment is consistent with the intent and purpose of the Unified Development Code (UDC) and plans adopted by the City of Raymore. The proposed regulations are intended to create diversity in architecture and form by discouraging monotony in residential subdivisions.

2. Whether the proposed text amendment corrects an error or inconsistency in the code.

The amendment proposes changes to various sections of the UDC that set new standards for residential subdivision design. This is a change based out of the need to make improvements to the code and not due to an error or inconsistency.

3. The areas which are most likely to be directly affected by such change and in what way they will be affected.

New single and two-family subdivisions of ten (10) lots or more in residential zones, except "A" Agricultural, "RE" Rural Estate and "RR" Rural Residential Districts, shall comply with the proposed standards for lot widths and entry features. The landscape requirements apply to all zoning districts where single and two-family dwellings are permitted.

Developments subject to the proposed standards will be required to vary lots widths along the face of a block, provide multiple front entry (pedestrian entries) types throughout the subdivision and from lot to lot and meet new landscape standards.

4. Whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it.

The proposed amendments are necessary due to changing conditions in the local and national housing markets.

5. Whether the proposed text amendment is in the best interests of the City as a whole.

In response to trends in the local and national housing markets, the proposed text amendments aims to encourage better architecture and lot diversity in new single and two-family residential subdivisions. Additionally, new landscaping standards will apply to all new single and two-family dwellings.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review/Hearing/Recommendation	March 03, 2026
City Council	Review/Hearing Approval or Denial	March 23, 2026 (1st Reading) April 13, 2026 (2nd Reading)

STAFF RECOMMENDATIONS -

Staff recommends a motion to accept the proposed findings of fact and to forward Case No. 26002 - 38th Amendment to the Unified Development Code to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION ACTION 3/3/2026 -

The Planning and Zoning Commission, at their March 3, 2026 meeting, voted to recommend approval of Case No. 26002 - 38th Amendment to the Unified Development Code.

PROJECT ATTACHMENTS -

1. Executive Summary
2. Draft Standards Detailed Summary (Non-code Format)
3. Amended Code Sections (Code Format)

Single and Two-Family Residential Design Standards
Executive Summary

The Single and Two-Family Residential Design Standards are designed to create diversity in architecture and form by discouraging monotony in residential subdivisions. The standards ensure there is a variety in lot widths, unique front facades through assortments of entry features, and landscaping that accentuates building entries and corners with trees that provide a generous canopy.

Amendments to the following UDC Code Sections are required to accomplish the adoption of Single and Two-Family Residential Design Standards:

- **Section 405.030 B. 1.: Agriculture and Residential Districts** - Amending this section to allow front-yard encroachments of front entry features (Porches, Stoops and Courtyards). Currently, the code prohibits any portion of a structure from encroaching past the platted front build line. This allows better flexibility to accommodate the variety of new entry features. (See pages 1-4 of Bill)

- **Section 415.040: Overlay & Special Purpose Districts** - Minor changes to the "P" Planned District Overlay section related to facade elevations to reflect changes in the Single and Two-Family Residential Design Standards. The two sections, while independent from one another, will work in tandem to accomplish both the "P" Planned District and the Single and Two-Family Residential Design Standards. (See pages 4-8 of Bill)

- **Section 420.010: Use-Specific Standards, Residential Uses** - Establishes subsection (A.) identifying standards (Lot Width + Entry Feature) for single and two family developments when located within certain zoning districts. (See pages 8-21 of Bill)

- **Sections 430.060 & 430.130: Landscaping & Screening** - Establishes improved landscaping requirements for new single and two-family construction. (See pages 21-25 of Bill)

- **Section 445.030: Subdivision Design and Layout** - Adds subsection (C.) Single and Two-Family Residential Design Standards, detailing standards for single and two-family residential developments in specific zoning districts as it pertains to lot widths and front entry feature variation requirements.
  (See pages 25-46 of Bill)

City of Raymore, Missouri

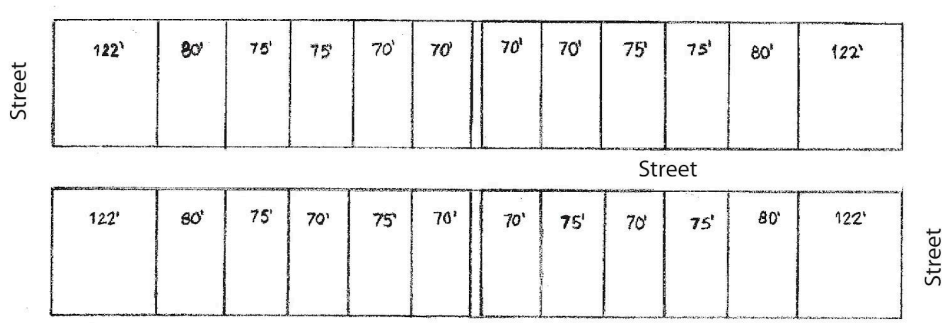
Single & Two-Family Residential Design Standards

A. **Purpose.** The following standards shall apply to all new detached single and two-family residential lots within any residential district, except A, RE and RR. To discourage monotony, there shall be diversity in lot widths, unique front facades through material and form, and landscaping that accentuates building entries and corners with trees that provide a generous canopy.

B. **Applicability.** Subdivision plats/phases consisting of ten (10) or more lots shall be subject to these standards. The standards shall be considered a minimum, and additional requirements may apply as part of the rezoning or subdivision review process.

C. **Lot Widths.** Lot widths throughout a subdivision shall vary and no more than two (2) of the same dimension shall be used next to each other. The variation in dimensions shall be no less than five (5)-ft. There shall be at least three (3) different lot widths fronting the street along the length of a block.

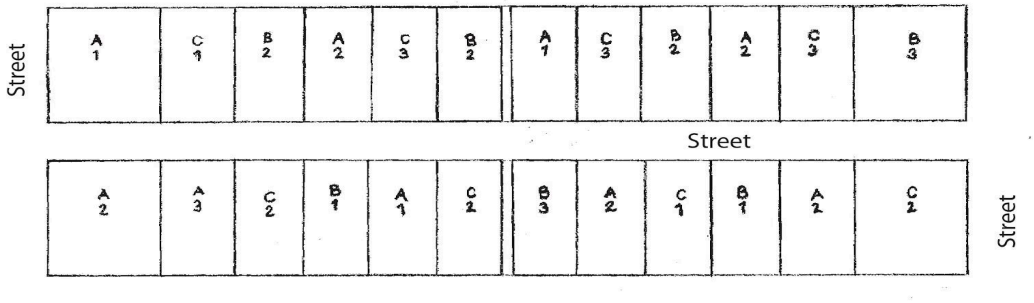
Basic Lot Width Layout Along a City Block



* The diagram shown above is for illustrative purposes only and not meant to be prescriptive.

D. **Front Facades of Abutting Lots.** A minimum of three (3) entry features, as outlined in Subsection (E.), shall be provided for the homes of the subdivision. No two (2) of the same entry feature may be located next to or directly across from one another. An entry feature is considered the same when the type, projection or recession from the primary facade, and the facade materials used on the feature are alike or the same. As an example, two projecting front porches can be on neighboring lots if the materials differ.

Basic Front Facade Layout Along a City Block



* The diagram shown above is for illustrative purposes only and not meant to be prescriptive.

Entry Type			Materials		
A	-	Covered Projecting Front Porch	1	-	Brick Masonry
B	-	Covered Projecting Side Porch	2	-	Stone Masonry
C	-	Uncovered Projecting Stoop	3	-	Wood

* Additional materials other than what is listed above may be considered. The list is intended as an example.

Two-family Buildings. Both entrances may utilize the same entry feature on a singular building. The required entry feature shall vary from building to building.

E. **Entry Features.** An entry feature is designed to increase architectural variation along a block, provide an inviting usable outdoor space, highlight the home's entrance, and activate the streetscape. While each entry type shares these commonalities they also have distinct purposes.

a. **Entry Type**

i. **Front or Side Porches.**

Purpose. Comfortable, Inviting, Social

Form. All porches shall have a minimum depth of 8-ft and a width of 10-ft. The minimum dimension does not include steps or the landing leading to the porch. Covered porches should feature different roof designs, i.e. flat, shed, gable, hip, arched, no roof, etc. and locations on the facade i.e. center, left, right, wrapped, etc. Side porches can serve as part of the primary entrance to the home or as a more private space with limited access.

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Detail. Ornamentation in the form of pediments, transom windows, enlarged trim, mouldings or corbels are required over the entry feature's pedestrian entrance or front door, if uncovered. Decorative railings or short walls up to 4-ft in height shall wrap at least 50% of the porch perimeter. (see graphic below)



*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

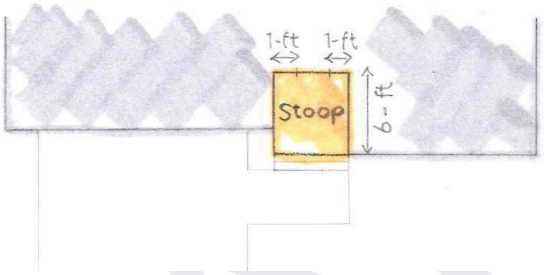
ii. **Stoops.**

Purpose. Transitional, Practical, Approachable

Form. Stoops shall be at least 1-ft wider on either side of the front door and 6-ft in depth. The minimum dimension does not include steps leading to the stoop. Covered stoops should feature different roof designs, i.e. flat, shed, gable, hip, arched, no roof, etc.

Detail. When projecting, the perimeter of the stoop not along a building facade shall be established with decorative railings or short walls up to 4-ft in height. Ornamentation is required over the front entry feature's pedestrian entrance or front door, as listed in subsection (a.)(i.) of this section. (see graphic on next page)





*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

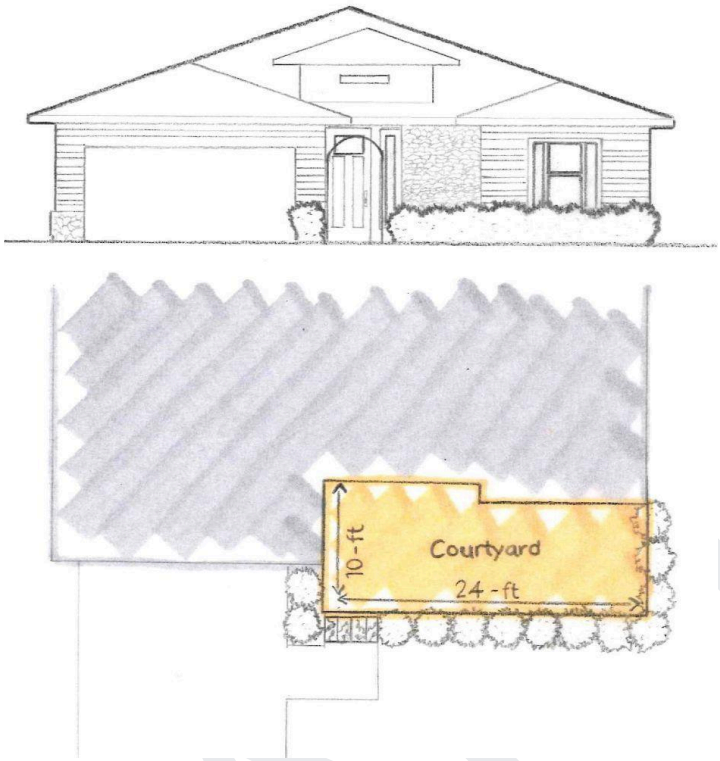
iii. **Courtyards.**

Purpose. Welcoming, Elegant, Buffer

Form. Shall be designed within a recessed area of the front facade and be a minimum of 100 sq ft. Up to 50% of the courtyard may extend beyond the Primary Front Facade.

Detail. The perimeter of the courtyard not along a building facade shall be established with short walls or decorative fencing and or landscaping up to 4-ft in height. The courtyard shall either provide vertical landscaping no less than 6-ft in height, pillars, an arched trellis, or other ornamental features that define the pedestrian entrance into the courtyard. (see image on next page)

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*Graphics are intended to convey form and may reflect dimensions beyond the minimum requirements.

F. Submittal Requirements.

The following items shall be submitted with any preliminary plat, final plat or building permit application.

Lot Diversity Table - Lists lot widths, average, and percentages of each across the plat/phase. The table shall be provided on the Preliminary and Final Plats.

Preliminary and final plats shall include the following note:

> *Single and Two-Family Residential Design Standards - The lots within this proposed subdivision plat shall meet the standards of Raymore's Unified Development Code Section XXX.XXX including lot widths, entry features and materials. Entry features and materials for each lot are to be reviewed with each building permit.*

A front building elevation and plot plan shall be submitted with the building permit for each home and reviewed by the Planning Division of Development Services as part of the permit review process.

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G. Definitions

Primary Front Facade	The facade which faces nearest the front property line.
Projection	Entry features that extend more than 50% past the Primary Front Facade towards the front property line.
Recession	Entry features that are positioned 50% or more behind the Primary Front Facade.

(Amendment to existing Section 430.060) - This section will include a handout version to be included with the approved building permit for each new single or two-family home.

Single and Two-Family Dwelling Lot Landscaping. All new single and two-family dwellings shall provide lot landscaping in the form of ornamental grasses, shrubs, evergreens, ornamental and shade trees, each having their own point value.

Single-Family Lots - Minimum of 40 points
Two-Family Lot - Minimum of 45 points

1-Gal. Grass or Shrub = 1 Point
3-Gal Grass or Shrub = 3 Points
4’ Evergreen = 4 Points
6’ Evergreen = 6 Points
Ornamental Tree = 8 Points
Shade Tree = 10 Points Max. Per Lot

Required Street Frontage Shade Tree(s)
Each Lot is required to have one (1) shade tree per street frontage per dwelling. Lots with frontage of 100-ft in width or more shall provide one (1) per fifty (50) feet of street frontage. The tree(s) shall be planted in the front yard(s) and within fifteen (15) feet of the front property line. The street frontage shade tree(s) do not count towards the point totals for either the single or two-family requirement.

Lots along right-of-ways with street trees shall provide one (1) ornamental tree in the adjacent front yard(s) at no value towards the overall points required.

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Cul-de-sac Lots
Street frontage shade trees for lots on the bulb of a cul-de-sac shall only be required on every other lot. Those lots without a required street frontage shade tree shall provide an ornamental tree in the front yard area and said tree will count towards the overall required points.

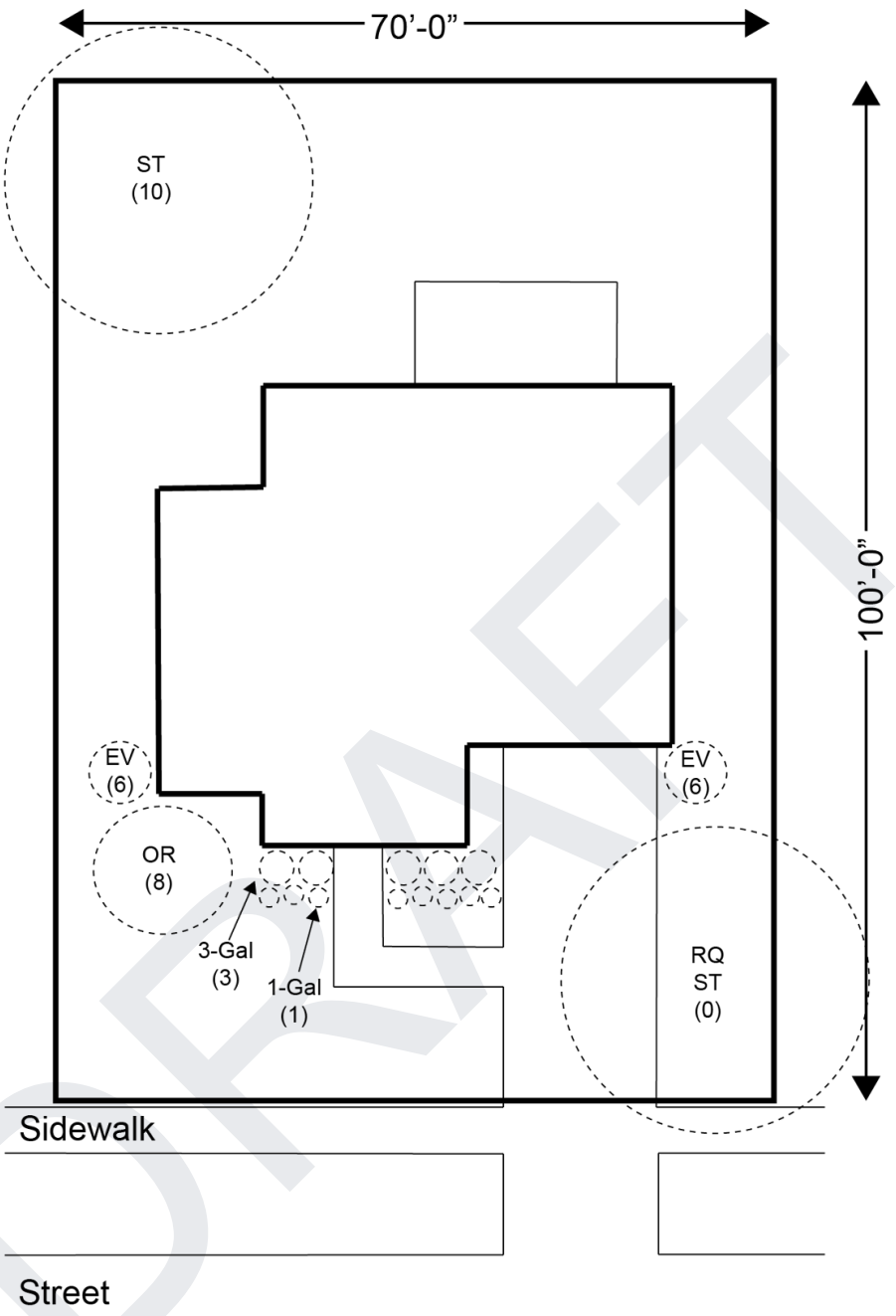
General Shade Tree(s)
Only one (1) shade tree, worth ten (10) points, counts towards the minimum points required.

Front Facades/Entrances
Clustering of landscape materials, at minimum, shall be installed around the dwelling's pedestrian entrance and on the building's corners.

Two-Family Dwellings
Two-Family Dwellings shall provide a general balance of landscaping across both sides of the lot.

Inspections
As part of the final inspection process, the Development Services Department shall be contacted to schedule a landscape inspection. Landscape inspections will be conducted by the Planning Division prior to the issuance of a Certificate of Occupancy. If necessary due to forces of nature, a Temporary Certificate of Occupancy may be issued with a defined expiration date.

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Example Layout	
1 X ST - Shade Tree	10 PTS. *Max. Per. Lot*
1 X RQST - Required Shade Tree	0 PTS.
1 X OR - Ornamental Tree	8 PTS.
2 X EV - 6-ft Evergreen	12 PTS
5 X S/G - 3-Gal Shrub	15 PTS.
8 X S/G - 1-Gal Grass	8 PTS.
SF Min. Req.	40 PTS.
Total	53 PTS.

Existing Shade Tree Preservation

Shade Trees that are deemed to be in good health and have been trimmed or pruned may count towards the point requirements of this section. No more than one (1) existing shade tree may be awarded points. The Development Services Director determines if a tree on a lot is eligible for points, including the amount.

A minimum of 15-ft in height = 20 PTS

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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/23/2026
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - City Hall Lawn and Landscape Services (emergency reading) (pg 291)

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

Award To:	Outdoor Solutions, LLC
Amount of Request/Contract:	
Amount Budgeted:	28,000.00
Funding Source/Account:	01-07-6430-1020

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
3/23/2026	3/22/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4027
2. Contract

BACKGROUND / JUSTIFICATION

As part of the City's goal to enhance first impressions and create environments that inspire a sense of pride, staff recommends approval of the contract for lawn and landscape services to Outdoor Solutions, LLC. This contract will cover mowing of City properties at Municipal Circle, Animal Control, and Public Works facilities. The contractor will also provide landscaping and maintenance services to more than a dozen street medians and

islands as detailed in the contract. Services are billed at a weekly rate and are anticipated to begin March 23, 2026 and run through March 22, 2027.

BILL 4027 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OUTDOOR SOLUTIONS, LLC FOR 2026 LAWN AND LANDSCAPE SERVICES AT IDENTIFIED LOCATIONS THROUGHOUT THE CITY, AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

WHEREAS, the physical appearance of City facilities is an integral part of the City and should inspire a sense of pride; and,

WHEREAS, the City advertised a bid for mowing and landscaping services for various city facilities and roadway flowerbeds/medians and received four bids for services; and,

WHEREAS, Outdoor Solutions, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is authorized to enter into a contract with Outdoor Solutions, LLC, attached as Exhibit A.

Section 2. The City Manager is authorized to make changes within budget constraints.

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

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

Section 5. Emergency Reading. In order to assure timely services and avoid additional costs related to this contract, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

DULY READ THE FIRST TIME THIS 23RD DAY OF MARCH 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
come home to more

CITY OF RAYMORE
CONTRACT FOR SERVICES

LAWN AND LANDSCAPE SERVICES

This Contract for Lawn and Landscape Services, hereafter referred to as the **Contract** is made this 23rd day of March, 2026, between Outdoor Solutions, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 16701 Kentucky Rd, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 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 26-003 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

Services would start approximately April 1, 2026 and end about Oct. 31, 2026 with weekly mowing required. Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately March 23, 2026 and ending March 22, 2027. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III
CONTRACT SUM AND PAYMENT

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

ARTICLE IV
CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

Contractor and/or their sureties will be liable to the City for any cost for labor, 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.

ARTICLE VII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the Assistant City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approval 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 29) 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 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
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 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

(SEAL)

OUTDOOR SOLUTIONS

By: _____

Title: President

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

LAWN AND LANDSCAPE SERVICES

Scope of Service

The City of Raymore is seeking a lawn and landscape contractor to mow and manicure the City's non-park facilities.

Starting about April 1 and ending about Oct. 31, we are seeking a proposal for weekly mowing of property at:

- 100 Municipal Circle (City Hall)
- 227 Municipal Circle (Centerview)
- 217 & 219 Municipal Circle (Empty Lots, 2.2 acres)
- 1021 S. Madison St. (Public Works Operations/Animal Shelter, parking lot area only)
- Remington Neighborhood Island (North side of 58 Highway and Johnston)

This weekly service **will** include:

- professional mowing of grass to roughly 3 inches
- trimming/edging of grass along all sidewalks and other concrete/hard edges
- blowing or removal of all grass clippings from parking areas, sidewalks and walkways
- Broadleaf weed spray at 217 & 219 Municipal Circle (Empty Lots, 2.2 acres) as a **one-time spring application**.

The contractor is allowed to begin work as early as 7 a.m. on weekdays. The contractor will provide all equipment and materials for the work. Preference will be given to those contractors who could specify a day or establish a regular schedule for all work to be done.

When completed the mowed area should be free of grass clumps or mounds and free of any tire ruts that may be caused by equipment. Alternating patterns should be used each week to ensure that ruts do not form.

It is illegal to blow or dump grass clippings into a stormwater inlet.

The contractor will also need to pick up any litter before mowing. Dumpsters are located at each facility to dump any trash or debris that is found during the course of work.

This contract will be for one year, with provisions to automatically renew for an additional two years.

Landscaping services for street medians

The City will also consider an optional bid from contractors for the maintenance of nine street medians:

1) Spring clean-up and three-inch mulch
2) Fall clean-up, vegetation trim and three-inch mulch
3) Weeding and spraying of weeds throughout - 2x per month

Medians

- 58 Highway and Huntsman
- 58 Highway and Skyline
- Lucy Webb and Canter
- Dean and Lucy Webb (roundabout)
- N. Sunset Lane (between Town Center and N. Walker Drive)
- N. Walker Drive (between Sunset and Town Center)
- E. Maple Street and S. Monroe Street
- (2) N. Foxridge Dr and 58 Hwy (between Walgreens and Creekmoor entrance)

ADDITIONAL INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-003

Appendix B
General Terms and Conditions

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

B. *Contract Period*
Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately March 15, 2026 and ending March 14, 2027. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*
The 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.

Insurance requirements are minimums required for a City Occupational License. General Liability $300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*
The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any

claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

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

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

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

G. *Invoicing and Payment*
The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. 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.

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 Workplace*
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 Assistant City Manager or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Raymore.

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

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

P. *Prevailing Wage Requirement (Public Projects under $75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 29). 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 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.

R. *Bid Bond*
A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of $500.00 must accompany each proposal. Prior approval 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 sixty (60) days after the date of opening of bids.

S. 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.

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

U. 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: 3/23/2026
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Justice Center Conceptual Design Services (pg 309)

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

Award To:	PGAV Architects
Amount of Request/Contract:	$175,000.00
Amount Budgeted:	
Funding Source/Account:	04-00-8440-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4/14/2026	11/4/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4028
2. RFQ Contract

BACKGROUND / JUSTIFICATION

Over the course of the last four years, staff has undertaken an exhaustive process to determine the needs and feasibility for the Raymore Justice Center that will accommodate our growing community and provide exceptional customer service. To reach this point, staff conducted a personnel study, a space needs analysis, purchased the necessary land for the facility at 58 Highway and Pine Street, and passed the Public Safety Sales Tax in

April 2025. At a recent work session of the City Council, staff was directed to take the next step toward the Justice Center by issuing an RFQ for concept design services. Staff interviewed all firms who submitted proposals and found PGAV Architects to be the most qualified firm for this project.

BILL 4028 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PGAV ARCHITECTS FOR CONCEPT DESIGN SERVICES FOR THE RAYMORE JUSTICE CENTER AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGES WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City of Raymore conducted a staffing study indicating a need to increase the number of police officers within the City; and,

WHEREAS, the City conducted a space needs analysis in 2022 that culminated with a 2023 report on the future needs for a Justice Center; and,

WHEREAS, voters in the City of Raymore approved the public safety sales tax in April 2025, in order to increase the number of sworn officers within the police department; and,

WHEREAS, following a work session with the City Council outlining the processes necessary for the Justice Center, staff was directed to solicit proposals through the RFQ process for design concepts of a future Justice Center; and,

WHEREAS, the City of Raymore publicly advertised the RFQ and received five complete proposals; and,

WHEREAS, staff evaluated all written proposals and interviewed each firm and found PGAV Architects to be the most qualified bidder for this project.

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

Section 1. The City Manager is authorized to enter into a contract with PGAV Architects attached as Exhibit A.

Section 2. The City Manager is authorized to make changes within budget constraints.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF MARCH 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE, MISSOURI

REQUEST FOR QUALIFICATIONS AND QUOTE

PROFESSIONAL DESIGN SERVICES RAYMORE JUSTICE CENTER

SUBMITTAL DEADLINE

February 25th, 2026 2:00 p.m.

RFQu NUMBER

26-500-301

CITY OF RAYMORE
RFQu 26-500-301
NOTICE

Sealed qualifications/quote will be received by the Purchasing Specialist of the City of Raymore, 100 Municipal Circle, Raymore, Missouri, 64083, **until 2:00 p.m. on February 25th, 2026,** for:

DESIGN SERVICES FOR:

Raymore Justice Center

Requests for Qualification documents can be downloaded electronically for a non-refundable fee of $22.00 at www.questcdn.com by inputting Quest Project Number 10055060 on the Project Search Page. You can contact QuestCDN at 1-952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading and working with the electronic documents.

Bidder must be a plan holder with QuestCDN in order to respond to the RFQu.

On all requests and correspondence, please reference RFQu Number 26-500-301.

TENTATIVE SELECTION SCHEDULE

Notices mailed:	February 5th, 2026
Submittal Closing Date:	February 25th, 2026 2:00 p.m.
Council Approval	March 2026

Requests for information related to this RFQu should be directed to:

Ryan Murdock, Assistant City Manager
Telephone: (816) 892-3109
E-Mail: rmurdock@raymore.com

Instructions

1. **Qualification/Quote Forms**: Qualifications must be submitted utilizing the forms attached herein and all information and certificates called for thereon must be furnished and must be written in ink or typewritten. Qualifications submitted in any other manner or which fail to furnish all information or certifications required may be rejected.

2. **Qualification Envelope**: Envelopes containing the qualifications must be sealed and addressed to:

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

   Quote Form D must be placed in a separate sealed envelope within the main bid envelope with the following label:

   Form D - Quote
   RFQu: 26-500-301
   Raymore Justic Center
   Firm Name

3. **Late Qualifications**: A late qualification is one received after the 2:00 p.m. local time, at the time and place of the opening as stated. The decision as to the correct time for the openings shall be made by the Finance Director of the City of Raymore, and that decision shall be final. Qualifications received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a qualification to assure themselves that their qualification has been received by the Purchasing Specialist for the City of Raymore.

4. **Waiver of Informalities**: The City may, at its election, waive any minor informalities or irregularities in qualifications received or reject any or all qualifications.

5. **Receipt of Qualifications**: Sealed qualifications/quote will be received by the City of Raymore, Purchasing Specialist, 100 Municipal Circle, Raymore, Missouri, 64083, until 2:00 p.m., local time, February 25th, 2026.

6. **Determination and Notification of Sealed Qualification**: At a City Council meeting after the date on which qualifications are received, the Council will consider the recommendation of City Staff for award of this design contract. The City purchasing department will notify all firms of the determination of the Council in this matter.

RAYMORE JUSTICE CENTER DESIGN

OPPORTUNITY - The City of Raymore completed a space needs analysis in early 2023 and identified a need for a Justice Center to serve the City's growing population. Additionally, as a result of the Police Department possibly moving to a new building, the vacancy at City Hall will also need to be addressed to better serve the residents of Raymore. This request for qualifications and quote is only for conceptual drawings, floor plans, and exterior renderings of the Justice Center and surrounding properties.

The Raymore Justice Center will be located at 58 Highway and Pine, on approximately 11 acres of land already owned by the City.

Elements to be included in this conceptual design include:

- A one or two floor Justice Center building, encompassing the Raymore Police Department, Raymore Municipal Court, and Raymore Emergency Management.
- A building utilizing the 2023 final space needs analysis report which will be provided to the winning firm. Discussions on downsizing the final square footage will occur with the selected firm.
- At least 4 sally-port bays for vehicle maintenance, vehicle storage, IT installations, and other uses
- A conceptual rendering refurbishing a current on-site steel-framed building (to be used for a command vehicle storage area)
- A courtroom that could hold between 150-200 people.
- Safety and security features for the Justice Center
- Basic floor plans utilizing the specific room requirements in the space needs final report.
- Kitchen/Break Rooms or other additions deemed necessary by the City
- Parking lots, entrances, exits

The conceptual design work (phase one) for this project will be completed prior to July 3rd, 2026. This RFQu does not include nor contemplate the final design, plans, engineering and construction contracts required for the Raymore Justice Center that would occur with the successful passage of a general obligation bond.

This conceptual design work will be used in informational sessions with the public regarding an upcoming bond election.

This project will be funded through available fund balances of the City of Raymore.

The conceptual design incorporating the above elements along with all other project deliverables will be submitted to the City by July 3rd, 2026. Regular meetings will be expected to monitor progress between the City and the selected firm.

The second phase which includes all final plans, designs, specifications, and engineering will be authorized upon a successful bond election. Phase two is a separate and independent RFP/RFQu with the City.

If you have any questions, please contact Ryan Murdock at (816) 892-3109.

EXAMPLE DOCUMENT

CITY OF RAYMORE
CONTRACT FOR DESIGN SERVICES

RAYMORE JUSTICE CENTER

Appendix A will be negotiated/finalized with the successful consultant and included at a later date.

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this_____, 2026 between_____, an entity organized and existing under the laws of the State of _____, with its principal office located at_____, 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 _____and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I

THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #26-500-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #26-500-301 including insurance and termination clauses as needed or required. The work as

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

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums.

ARTICLE III
CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, _____which is "not to exceed" _____dollars for completion of the work, subject to the provisions herein set.

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

In the event of the Consultant's failure to perform any of his duties as specified in this contact 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 shall 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 such delay or cancellation of performance and execute this agreement in writing.

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 the Consultant fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Consultant fails to

correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the 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
ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

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 deem 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 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

(*CONSULTANT'S NAME*)

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

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

Appendix B
General Terms and Conditions

A. *Procedures*
The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Assistant City Manager 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 Assistant City Manager 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 March with final design completed by July 3, 2026.

C. *Insurance*
The Consultant shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the 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 in force 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 upon 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 her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

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

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

L. *Drug/Crime Free Work Place*
The 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 Assistant City Manager 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. *Release of Information*
Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

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

Q. *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.

PLEASE NOTE: The following affidavit needs to be completed and returned with RFQu response.

AFFIDAVIT

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

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

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

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

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

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

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

Name/Consultant:

_____

Company: _____

Address: _____

1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #26-500-301
3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Company Name)

Signature:_____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2026.

STATE OF _____ COUNTY OF _____

Notary Public: _____

My Commission Expires:_____

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

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

INSTRUCTIONS

Raymore Justice Center Design Services

RFQu #26-500-301

Five (5) QUALIFICATION SETS WHICH INCLUDE:

- Cover/Transmittal Letter
- Company Information
- Qualification Forms A-C
- E-Verify Document

Plus one (1) QUOTE ENVELOPE (Form D)

MUST BE RECEIVED BY: **February 25th, 2026 2:00 p.m.**

Qualification Envelope: Envelopes containing the qualifications must be sealed and addressed to:

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

Quote Form D must be placed in a separate sealed envelope within the main bid envelope with the following label:

Form D - Quote
RFQu: 26-500-301
Raymore Justice Center Design
Firm Name

QUALIFICATION FORM A
RFQu: 26-500-301

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
City State Zip

PHONE: _____

E-MAIL: _____.

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

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

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:
_____ MBE (Minority Owned Enterprise)
_____ WBE (Women Owned Enterprise)
_____ Small Business

QUALIFICATION FORM B
RFQu: 26-500-301

DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

10. Has the Firm been the subject to any bankruptcy proceeding?

Yes ___ No ___

Legal Matters

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

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

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

   ____ Yes ____No *If yes, provide details in an attachment.*

Required Representations

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

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

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

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

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

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

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

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

QUALIFICATION FORM C
RFQu 26-500-301

EXPERIENCE / REFERENCES

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

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

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

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	

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

State the number of Years in Business:_____

State the current number of personnel on staff: _____

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu # 26-500-301.

Total Cost: $_____

_____
COMPANY NAME

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

Form D - Quote
RFQu: 26-500-301
Raymore Justice Center
Firm Name