

**TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 21, 2026**

REGULAR SESSION NO. 25
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 868 5313 8339
PASSCODE: 302656

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing the Self-Directed Supports Program
- ★ Proclamation recognizing the Raytown South High School Boys Basketball Team
- ★ Proclamation recognizing Alderman Theresa Garza

Public Comments

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

1a. Approval of the April 14, 2026 Board of Aldermen meeting minutes.

REGULAR AGENDA

NEW BUSINESS

- 2. R-3795-26: A RESOLUTION APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED. Point of Contact: Teresa Henry, City Clerk.**
- 3. REPORT OF CERTIFIED ELECTION RESULTS FOR TAX RENEWAL QUESTIONS FROM THE APRIL 7, 2026 ELECTION**

- ★ A motion to accept the certified election results as read by the City Clerk is in order.

4. **R-3796-26: A RESOLUTION** ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2026 TO JUNE 30, 2027. Point of Contact: Deewayne Hord, Human Resources Director.
5. **R-3797-26: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BHC FOR ON-CALL CITY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.
6. **R-3798-26: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR ON-CALL CITY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.
7. **R-3799-26: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TESSERE FOR ON-CALL CITY ARCHITECT SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.
8. **R-3800-26: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WELLNER ARCHITECTS AND ENGINEERS FOR ON-CALL CITY ARCHITECT SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.

COMMUNICATIONS

9. **Communication from the Mayor**
10. **Communication from the City Administrator**
11. **Communication from the Board of Aldermen**

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
APRIL 14, 2026
REGULAR SESSION NO. 24
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

Mayor Michael McDonough called the April 14, 2026, Board of Aldermen Regular Meeting to order at 7:00 p.m. Elizabeth Meador, of Blue Ridge Presbyterian, provided the invocation and led the pledge of allegiance.

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

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

Absent: Alderman Latrice Thomas

Public Comments

Willis L. Toney, attorney representing Alderman Thomas

Dan Estes, 9358 E 65th Street

Joe Creamer, 8808 E 66th Street

Allan Thompson, 7823 Ridgeway

Morris Melloy, 5816 Manning Avenue

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

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

1b. Approval of the March 17, 2026 Board of Aldermen meeting minutes.

1c. R-3793-26: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUANCE OF A MAINTENANCE AGREEMENT BY AND BETWEEN AZTECA SYSTEMS HOLDINGS, LLC AND THE CITY OF RAYTOWN, MISSOURI FOR USE OF THE CITYWORKS PROGRAM IN AN AMOUNT NOT TO EXCEED \$58,753.98 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.

1d. R-3794-26: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM MIRACLE OFF THE SOURCEWELL COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$100,361.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Dave Turner, Parks & Recreation Director.

Alderman Mims, seconded by Alderman Tush, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

REGULAR AGENDA

OLD BUSINESS

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

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

Nathan F. Garrett, of Graves Garrett Greim LLC, presented the item.

Mayor McDonough called for a short recess at 7:42 p.m.

Mayor McDonough reconvened the meeting at 7:48 p.m.

Alderman Mims stated that she had ex parte communication regarding the item.

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 7-2-1.

Ayes: Aldermen Mims, Emerson, Krizek, Aziere, Tush, Garza, Hayden
Nays: Aldermen Morales, Walters
Absent: Alderman Thomas

Alderman Mims, seconded by Alderman Krizek, made a motion to make Mayor McDonough the signatory on documents related to the impeachment hearing of Alderman Latrice Thomas. The motion was approved by a vote of 9-0-1.

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

COMMUNICATIONS

3. Communication from the Mayor

None

4. Communication from the City Administrator

None

5. Communication from the Board of Aldermen

Comments were made by Alderman Walters.

ADJOURNMENT

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

The meeting adjourned at 8:23 p.m.

Teresa M Henry, City Clerk, MRCC

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/16/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

R-3795-26: Appointment of the 2026-2027 Acting President for a term of one year

BACKGROUND/JUSTIFICATION

The appointment of an Acting President of the Board of Aldermen may be done by motion established by **RSMo. Section 79.090, Board to select an acting president, term.**

79.090. The board shall elect one of their own number who shall be styled "acting president of the board of aldermen" and who shall serve for a term of one year.

The duties of the Acting President are established by **RSMo. Section 79.100, Acting president to perform duties of mayor, when.**

79.100. When any vacancy shall happen in the office of mayor by death, resignation, removal from the city, removal from office, refusal to qualify, or from any other cause whatever, the acting president of the board of aldermen shall, for the time being, perform the duties of mayor, with all the rights, privileges, powers and jurisdiction of the mayor, until such vacancy be filled or such disability be removed; or, in case of temporary absence, until the mayor's return.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Michael Graham
Jennifer Baird
Diane Egger

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Acting President 2026

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

A RESOLUTION APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED

WHEREAS, Section 79.090 RSMo. provides that the Board of Aldermen elect one of their own number as Acting President of the Board of Aldermen to serve for a term of one year; and

WHEREAS, the duties of the Acting President of the Board of Aldermen are established by Section 79.100 RSMo., which provides that the Acting President shall perform the duties of the Mayor in the absence or inability of the Mayor to act; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to appoint _____ to serve as the Acting President of the Board of Aldermen during the next year;

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

THAT _____ is hereby appointed to serve as the Acting President of the Board of Aldermen of the City of Raytown for a term of one year;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April, 2026.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/16/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Other

SUBJECT/REQUEST

Accept the results of the April 7, 2026 General Municipal Election

BACKGROUND/JUSTIFICATION

On April 7, 2026, the City held a General Municipal Election. A motion and vote are in order to accept the April 7, 2026 General Municipal Election results, as certified by the Jackson County Election Board, for continuing to impose an existing sales tax of one-half (1/2¢) cent for Transportation purposes for a term of ten (10) years and for continuing to impose an existing sales tax of three-eighths cent (3/8¢) for Capital Improvements for a term of ten (10) years.

City of Raytown - Question 1
Total Votes 1,690
YES 1312
NO 378

City of Raytown - Question 2
Total Votes 1,686
YES 1255
NO 431

Approval and acceptance of their certification is a formality.

RECOMMENDED MOTION

Motion and Vote to accept the election results

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

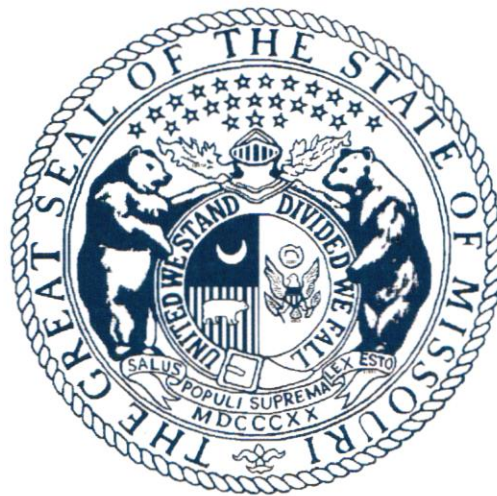
Jennifer Baird Diane Egger Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

- | |
|---|
| 1. April 7, 2026 Election - Certified Results |
|---|

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

**OFFICIAL
CERTIFICATION
GENERAL MUNICIPAL ELECTION
CITY OF RAYTOWN
STATE OF MISSOURI
County of Jackson**



Tuesday, April 7, 2026

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

Michael K. Whitehead
Member

Henry R. Carner
Secretary

Colleen M. Scott
Secretary

Lyle K. Querry
Member

Tammy L. Brown
Director

Sara A. Zorich
Director



1

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Registered Voters 248,652 - Total Ballots 45,616 : 18.35%

104 of 104 Precincts Reporting 100.00%

CITY OF RAYTOWN - QUESTION 1		
Number of Precincts	7	
Precincts Reporting	7	100.00%
Total Votes	1,690	
YES	1,312	77.63%
NO	378	22.37%

CITY OF RAYTOWN - QUESTION 2		
Number of Precincts	7	
Precincts Reporting	7	100.00%
Total Votes	1,686	
YES	1,255	74.44%
NO	431	25.56%

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 7, 2026
 ELECTION DAY
 OFFICIAL

Date: 4/14/2026
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CITY OF RAYTOWN - QUESTION 1

	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
BR 01, 02						
Normal	3269	295	221	74.92%	74	25.08%
Absentee	3269	0	0	-	0	-
Provisional	3269	0	0	-	0	-
BR03						
Normal	3467	326	252	77.30%	74	22.70%
Absentee	3467	0	0	-	0	-
Provisional	3467	0	0	-	0	-
BR04						
Normal	3284	254	204	80.31%	50	19.69%
Absentee	3284	0	0	-	0	-
Provisional	3284	0	0	-	0	-
BR 05, 06						
Normal	1718	176	130	73.86%	46	26.14%
Absentee	1718	0	0	-	0	-
Provisional	1718	0	0	-	0	-
BR 07, 08						
Normal	1254	141	119	84.40%	22	15.60%
Absentee	1254	0	0	-	0	-
Provisional	1254	0	0	-	0	-
BR09, 10, 11						
Normal	4045	323	249	77.09%	74	22.91%
Absentee	4045	0	0	-	0	-
Provisional	4045	0	0	-	0	-
ABSENTEE						
Normal	0	1	1	100.00%	0	-
Absentee	0	174	136	78.16%	38	21.84%
Provisional	0	0	0	-	0	-
Total						
Normal	17037	1516	1176	77.57%	340	22.43%
Absentee	17037	174	136	78.16%	38	21.84%
Provisional	17037	0	0	-	0	-
Total	17037	1690	1312	77.63%	378	22.37%

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
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CITY OF RAYTOWN - QUESTION 2

	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
BR 01, 02						
Normal	3269	294	212	72.11%	82	27.89%
Absentee	3269	0	0	-	0	
Provisional	3269	0	0	-	0	
BR03						
Normal	3467	324	232	71.60%	92	28.40%
Absentee	3467	0	0	-	0	
Provisional	3467	0	0	-	0	
BR04						
Normal	3284	254	198	77.95%	56	22.05%
Absentee	3284	0	0	-	0	
Provisional	3284	0	0	-	0	
BR 05, 06						
Normal	1718	176	131	74.43%	45	25.57%
Absentee	1718	0	0	-	0	
Provisional	1718	0	0	-	0	
BR 07, 08						
Normal	1254	141	112	79.43%	29	20.57%
Absentee	1254	0	0	-	0	
Provisional	1254	0	0	-	0	
BR09, 10, 11						
Normal	4045	323	242	74.92%	81	25.08%
Absentee	4045	0	0	-	0	
Provisional	4045	0	0	-	0	
ABSENTEE						
Normal	0	1	1	100.00%	0	
Absentee	0	173	127	73.41%	46	26.59%
Provisional	0	0	0	-	0	
Total						
Normal	17037	1513	1128	74.55%	385	25.45%
Absentee	17037	173	127	73.41%	46	26.59%
Provisional	17037	0	0	-	0	
Total	17037	1686	1255	74.44%	431	25.56%

Voter Turnout
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 7, 2026
 ELECTION DAY
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Precincts	Ballots Cast	Registered Voters	% Turnout
B101, 02, 03, 09	383	4289	8.93%
B1 04	142	1079	13.16%
B105, 06, 07, 08, 13, B4 01	259	1916	13.52%
B110, 11, B4 02, 03, 04	567	3025	18.74%
B2 01	279	1969	14.17%
B202, 03, 04	428	3327	12.86%
B2 05, B6 03, 04, 05	983	4383	22.43%
B2 06, 07	293	2375	12.34%
B301	441	2858	15.43%
B302	548	2727	20.10%
B303, 04, 05, 06	440	3522	12.49%
B4 05, 08, 10	315	2338	13.47%
B4 06, 07, 09	272	1807	15.05%
B4 11, B5-05	632	2948	21.44%
B5 01, 02	428	3396	12.60%
B5 03	182	1075	16.93%
B5 04	335	1976	16.95%
B6 01	318	2532	12.56%
B6 02	448	2340	19.15%
B701	343	1647	20.83%
B702	428	2341	18.28%
B7 03	383	2327	16.46%
B704, 05	490	3101	15.80%
B801, 02	1046	5148	20.32%
B804	361	1938	18.63%
B805, 06	610	2368	25.76%
BR 01, 02	295	3269	9.02%
BR03	326	3467	9.40%
BR04	254	3284	7.73%
BR 05, 06	176	1718	10.24%
BR 07, 08	142	1254	11.32%
BR09, 10, 11	323	4045	7.99%
FO02, SN 03, 06	239	995	24.02%
FO 03, 04, 05, 09	200	1957	10.22%
FO06, 10	69	431	16.01%
FO07, 08	375	1677	22.36%
PR 01, SN 01, 02	129	1129	11.43%
PR 02	546	2577	21.19%
PR 03	389	2204	17.65%
PR 05, 06, 43	533	2751	19.37%
PR 07, 08	566	2752	20.57%
PR 09	397	2075	19.13%
PR 10	205	1063	19.29%
PR 11	629	2827	22.25%
PR13, 14	727	2485	29.26%
PR15, 16, 17, 21, 22, 62	1731	6210	27.87%
PR 18	365	1442	25.31%

Voter Turnout
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
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Precincts	Ballots Cast	Registered Voters	% Turnout
PR 19	682	2583	26.40%
PR 20	387	1366	28.33%
PR23	801	3787	21.15%
PR 24	800	3578	22.36%
PR26, 27	776	3451	22.49%
PR 28	668	2772	24.10%
PR 29, 32	669	3412	19.61%
PR30, 31	575	2914	19.73%
PR33, 34	592	3418	17.32%
PR37, 38	513	2338	21.94%
PR 39	479	2130	22.49%
PR 40, 41, 42	761	3615	21.05%
PR44	425	2014	21.10%
PR 45, 46	803	3159	25.42%
PR47, 48	404	1915	21.10%
PR 49	394	2146	18.36%
PR 50	329	1752	18.78%
PR51, 53, 63, SN 25	676	4818	14.03%
PR52, SN 27	156	1690	9.23%
PR54, 55, 57, 59, 60	328	2073	15.82%
PR56, 64, VB 01	128	1153	11.10%
SN 04	271	1265	21.42%
SN05, 09	548	3737	14.66%
SN07	80	431	18.56%
SN08	503	3194	15.75%
SN 10	428	2944	14.54%
SN11, 15	342	1922	17.79%
SN12, 13, 14, 16, 26, 29	485	4902	9.89%
SN17	314	2597	12.09%
SN19, 23	44	293	15.02%
SN 20	152	1432	10.61%
SN21	254	2084	12.19%
SN22	308	2274	13.54%
SN24	336	2447	13.73%
SN 30	249	2534	9.83%
SN31	309	2428	12.73%
SN32, 37	158	1267	12.47%
SN34, 35, 36	127	629	20.19%
SN38	562	3504	16.04%
SN39	392	3084	12.71%
SN40, 51	219	1701	12.87%
SN41	546	3607	15.14%
SN43, 44, 46, 53	429	3169	13.54%
SN47, 49	368	2493	14.76%
SN52	32	331	9.67%
VB02, 03, 04, 07, 09, 13	360	2051	17.55%
VB08, 14	108	767	14.08%

Voter Turnout
JACKSON COUNTY, MISSOURI
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Precincts	Ballots Cast	Registered Voters	% Turnout
VB10, 11, 19	418	2851	14.66%
VB12, 15	93	627	14.83%
VB16, 17, 18	135	841	16.05%
WA01, 02	251	2627	9.55%
WA 03	153	1707	8.96%
WA04, 05	217	2162	10.04%
WA06	126	1601	7.87%
WA 07, 08	330	3013	10.95%
WA 09	120	1688	7.11%
ABSENTEE	4533	248652	1.82%
Total	45616	248652	18.35%

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/16/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

R-3796-26: Approval of rates for medical, dental, and vision insurance for the plan year from July 1, 2026 - June 30, 2027

BACKGROUND/JUSTIFICATION

The City has received the premium renewal rates from Midwest Public Risk (MPR). Each year, MPR reviews the benefit structure and pricing to assure the program remains competitive and pricing can support it.

The City currently offers three levels of medical coverage: Employee, Tier 2, and Family. Each level has three plan options: INO 500, Copay 1500 and Qualified High Deductible Health Plan 2000 (QHDHP 2000). This year we received notice that there was a 3% increase in premium costs for all medical. We are pleased that there was no increase in premium costs for dental or vision coverage. Please see attached Exhibit A for the actual rates for the City,

<u>Plan Year</u>	<u>Copay Plan Options</u>	<u>QHDHP Options</u>
<i>Five-Year Average</i>	1.8%	2%
2026-2027	3%	3%
2025-2026	3%	3%
2024-2025	0%	0%
2023-2024	0%	0%
2022-2023	3%	4%

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Medical and Dental Insurance 2026-2027
2. Reso medical, dental, vision 2026 attachment Copy of INSURANCE RATES 2026
3. Reso medical, dental, vision 2026 attachment MEMORANDUM 2026-2027 EB RATE

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

A RESOLUTION ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2026 TO JUNE 30, 2027

WHEREAS, the City makes available to its employees medical, dental and vision insurance; and

WHEREAS, each year the Board of Aldermen determines the amount that the City will contribute per month to the cost of medical, dental and vision insurance; and

WHEREAS, premiums in excess of the amount paid by the City shall be paid for by the employee through payroll deduction.

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

THAT medical, dental and vision premium costs will be paid by the City and by the employee for the Plan Year beginning July 1, 2026 and ending June 30, 2027, as shown on Exhibit "A", attached hereto and incorporated herein.

FURTHER THAT all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April, 2026.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M Baird, City Attorney

CITY OF RAYTOWN, MISSOURI
 Medical, Dental and Vision Premium
 Effective July 1, 2026

	Effective July 1, 2026					Current Rates 2025														
	Monthly Rate	City Subsidy	Employee Premium	Paycheck Deduction	Total Monthly Cost	Total Monthly City Subsidy	Total Monthly Employee Premium	Total Annual Cost	Total Annual Cost City	Total Annual Cost Employee	Monthly Rate	City Subsidy	Employee Premium	Paycheck Deduction	Total Monthly Cost	Total Monthly City Subsidy	Total Monthly Employee Premium	Total Annual Cost	Total Annual Cost City	Total Annual Cost Employee
INO 500																				
24 Employee	868	799	69	34	20,832	19,187	1,645	249,984	230,242	19,742	842	773	69	34	20,208	18,563	1,645	242,496	222,754	19,742
2 Employee-Spot	2,045	1,399	646	323	4,090	2,798	1,292	49,080	33,579	15,501	1,986	1,340	646	323	3,972	2,680	1,292	47,664	32,163	15,501
0 Employee-Child	2,046	1,399	647	323	-	-	-	-	-	-	1,986	1,340	646	323	-	-	-	-	-	-
5 Family	2,290	1,567	723	361	11,450	7,835	3,615	137,400	94,024	43,376	2,222	1,499	723	361	11,110	7,495	3,615	133,320	89,944	43,376
					36,372	29,820	6,552	436,464	357,845	78,619					35,290	28,738	6,552	423,480	344,861	78,619
COPAY 1500																				
11 Employee	834	797	37	18	9,174	8,772	402	110,088	105,265	4,823	808	771	37	18	8,888	8,486	402	106,656	101,833	4,823
0 Employee-Spot	1,916	1,392	524	262	-	-	-	-	-	-	1,860	1,336	524	262	-	-	-	-	-	-
1 Employee-Child	1,916	1,392	524	262	1,916	1,392	524	22,992	16,705	6,287	1,860	1,340	524	262	1,860	1,340	524	22,320	16,081	6,287
5 Family	2,252	1,565	687	343	11,260	7,825	3,435	135,120	93,904	41,216	2,186	1,499	687	343	10,930	7,495	3,435	131,160	89,944	41,216
					22,350	17,990	4,360	268,200	215,874	52,326					21,678	17,322	4,360	260,136	207,858	52,326
QHDHP 2000-2																				
29 Employee	620	620	-	-	17,980	17,980	-	215,760	215,760	-	602	602	-	-	17,458	17,458	-	209,496	209,496	-
5 Employee-Spot	1,478	1,243	235	117	7,390	6,216	1,174	88,680	74,587	14,093	1,434	1,199	235	117	7,170	5,996	1,174	86,040	71,947	14,093
8 Employee-Child	1,478	1,243	235	117	11,824	9,945	1,879	141,888	119,340	22,548	1,434	1,199	235	117	11,472	9,593	1,879	137,664	115,116	22,548
14 Family	1,746	1,412	334	167	24,444	19,769	4,675	293,328	237,228	56,100	1,694	1,360	334	167	23,716	19,041	4,675	284,592	228,492	56,100
					61,638	53,910	7,728	739,656	646,914	92,742					59,816	52,088	7,728	717,792	625,050	92,742
Total Cost					\$ 120,360	\$ 101,719	\$ 18,641	\$ 1,444,320	\$ 1,220,634	\$ 223,686					\$ 116,784	\$ 98,147	\$ 18,641	\$ 1,401,408	\$ 1,177,770	\$ 223,686
								\$ 42,912		\$ -										
								3.00%												



MIDWEST PUBLIC RISK

19400 East Valley View Parkway
Independence, MO 64055
www.mprisk.org

TO: MPR Employee Benefits Member Representatives

FROM: Mike Sindel, President/CEO

DATE: March 12, 2026

RE: Contribution Rates for July 1, 2026, through June 30, 2027

It is my responsibility to report to you the funding requirement and health benefit contribution rate for fiscal year 2026/2027.

We are pleased to announce that for the 2026/2027 plan year, there will be a 3% increase to the medical plans. There will be 0% increase for the dental and vision plans.

Priority emphasis was again placed on maintaining the current benefit levels. To that end, you will find minimal benefit changes to the plans. Your participation in our pool continues to be our greatest strength.

Each year, a review of the benefits structure and pricing is undertaken to ensure that the program remains competitive and pricing can support the program. The process this year involved the Board of Directors, the Benefits Advisory Committee, additional MPR staff members, and Howden Group.

Staff developed a set of recommendations that were brought before the MPR Board for consideration. The requested plan changes closely mirror and reflect the health, dental, and vision plans commonly available in the marketplace.

Changes for July 1, 2026

Health Plans

- Qualified High Deductible Health Plan (QHDHP)
 - QHDHP 1650/3300 Plans—Due to IRS requirements, the deductible must increase to \$1,700 for individuals and \$3,400 for families.
- Adding coverage for telehealth providers
 - Services covered at no cost to the employee. (Hinge Health, Visana)
- Adding coverage for hearing aids, limited to \$2,500 per ear every five years, with a lifetime maximum of \$10,000. Subject to plan benefits.

Pharmacy

- Copay Plans—Mail-order pharmacy up to a maximum of three times the dollar limit of the retail plan.

Dental Plans

- Adding age limits for certain procedures.
 - Crowns and related services limited to individuals age 12 and older.
 - Bridges and dentures limited to individuals age 16 and older.
- Core buildups, posts and cores—Benefits for associated procedures for crowns (buildups, posts and cores) in accordance with the frequency which applies to crown services.

Vision Plans

- No change

The Employee Benefits staff will follow up this notice with specific details, instructions, and open enrollment materials. Materials for open enrollment will be sent out before April 1st.

For your reference, below is a snapshot of rate changes for the Employee Benefits Pool over the past four years.

<u>Plan Year</u>	<u>Copay Plan Options</u>	<u>QHDHP Options</u>
<i>Five-Year Average</i>	1.8%	2%
2026-2027	3%	3%
2025-2026	3%	3%
2024-2025	0%	0%
2023-2024	0%	0%
2022-2023	3%	4%

As previously stated, your entity’s participation remains our greatest strength, and we appreciate your continued support of Midwest Public Risk.

Respectfully,

Mike Sindel
President/CEO

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/08/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3797-26: Board of Aldermen approval of the Professional Services agreement with BHC, a Pape-Dawson Company.

BACKGROUND/JUSTIFICATION

Staff issued a Request For Qualifications (RFQ) for On-Call Engineering Services to obtain professional engineering services for various street, sanitary, stormwater, and traffic maintenance and improvements. Overall, the City received 14 responses to our RFQ. A committee of (5) five staff members in various departments reviewed and ranked each response. The committee recommended going into agreement with the two highest ranking firms. BHC, a Pape-Dawson Company was one of the two highest ranked firms.

Staff will use these firms to help plan, prioritize, and develop construction plans for the various construction projects. These services will streamline engineering services on an on-call or as-needed basis. Firms were selected based on qualifications, which is an ideal method to select professional services. The agreement is a (3) three-year agreement with (2) two (1) one-year renewals. This agreement was reviewed by the City Attorney.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

NOT APPLICABLE

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	BHC
Amount of Request/Contract:	\$250,000.00

REVIEWED BY

Joey Carley Michael Graham Jennifer Baird Diane Egger Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | |
|---|
| 1. Reso OnCall Engineering Services - BHC 2025-2026 |
| 2. 2026 On-Call Engineering Agreement BHC |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Certificate of Insurance:	Yes	
Statement of Qualification:	Yes	
Agreement for Professional Services:	Yes	

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BHC FOR ON-CALL CITY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown (the “City”) issued a Request for Qualifications for On-Call City Engineering Services on January 26, 2026; and

WHEREAS, the Public Works Department received 14 responses to the invitation; and

WHEREAS, after review of the responses, the City desires to enter into a Professional Services Agreement with BHC for professional engineering services desired by the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with BHC for On-Call City Engineering Services, as set forth in Exhibit “A” in an amount not to exceed \$250,000.00 for fiscal year 2025-2026.

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

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorize and approved a Professional Services Agreement with BHC for On-Call City Engineering Services as set forth in Exhibit “A” incorporated herein in an amount not to exceed \$250,000.00, for fiscal year 2025-2026; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April 2026.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ___ day of _____ 2026, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and BHC, a Pape-Dawson Company, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Kansas Corporation with offices at 7101 College Blvd., Ste. 400, Overland Park, KS 66210) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional engineering, land surveying, and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project (as defined below) to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below:

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed the services as set forth in the Request for Qualifications document which is attached hereto and incorporated herein at **EXHIBIT A** (hereinafter referred to as the "Project").

In the event additional services are required through changes in the scope of the Project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — TERM OF THE AGREEMENT:

The term of this agreement shall be for three (3) years, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART C — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART D — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and C herein as follows:

- a. Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (**EXHIBIT B**).
- b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
- c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
- d. All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.
- e. All invoices for services shall be submitted to the City by the second Monday of each month.
- f. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
- g. The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.
- h. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with **EXHIBIT B** - Hourly Rate Schedule.
- i. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with **EXHIBIT B** - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART E – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART F — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part H, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part H, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART G — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage,

brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART H — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as stated in the Request for Qualifications, which is attached hereto and incorporated herein as EXHIBIT A.

2. Indemnity

Indemnification: CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, elected officials, each in their official and individual capacities, from and against all damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from or in any way related to or connected with CONSULTANT's negligent acts, errors or omissions, of CONSULTANT's employees or subcontractors, to the extent such loss or injury occurs in connection with the services performed by CONSULTANT under this Agreement; provided, however, that CONSULTANT need not save harmless the CITY from all damages or liabilities including reasonable attorney's fees, arising out or to the extent caused by the negligence of the CITY, its employees or agents.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT or as provided in Part F, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. The CITY agrees, to the fullest extent permitted by law and not waiving any sovereign immunity, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the CONSULTANT's plans and specifications by the CITY or any person or entity that acquires or obtains the plans and specifications from or through the CITY.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART I – NON-DISCRIMINATION

CONSULTANT agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of CONSULTANT or applicant for employment.

Pursuant to Section 34.600, RSMo, CONSULTANT agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Agreement constitutes CONSULTANT's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

PART J – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. Nothing contained in this section shall be construed to restrict the transmission of routine communications between CONSULTANT and CITY through email, text message or other such similar means.

3. Controlling Law

This Agreement is to be governed by the law of the State of Missouri.

4. Enrollment in Work Authorization Program

Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT C** and incorporated herein, CONSULTANT hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be Randall Gorton and he will serve as the Principal-in-Charge.

6. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

7. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the Kansas City metropolitan area under similar conditions.

8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.

9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

10. It is the intent of the parties that CONSULTANT shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by CONSULTANT as an independent contractor. The CONSULTANT shall not have the power to bind or obligate CITY except as set forth in this Agreement or as otherwise approved by the CITY in writing.

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

BHC, A PAPE-DAWSON COMPANY

By: _____

Title: _____

Address:

7101 College Blvd., Ste. 400

Overland Park, KS 66210

CITY OF RAYTOWN, MISSOURI

Raytown, MO 64133

By: _____

ATTEST:

Title: _____

Teresa Henry, City Clerk

Address:

10000 E 59th Street

EXHIBIT A
REQUEST FOR QUALIFICATIONS
[SEE ATTACHED]

EXHIBIT B
SCHEDULE OF FEES
[SEE ATTACHED]

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:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and the City of Raytown, Missouri regarding on-call engineering services.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. 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.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

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

My Commission Expires:

Notary Public

(Printed Name)

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, and the Department of Homeland Security - Verification Division.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/08/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3798-26: Board of Aldermen approval of the Professional Services agreement with JEO Consulting Group, Inc.

BACKGROUND/JUSTIFICATION

Staff issued a Request For Qualifications (RFQ) for On-Call Engineering Services to obtain professional engineering services for various street, sanitary, stormwater, and traffic maintenance and improvements. Overall, the City received 14 responses to our RFQ. A committee of (5) five staff members in various departments reviewed and ranked each response. The committee recommended going into agreement with the two highest ranking firms. JEO Consulting Group, Inc. was one of the two highest ranked firms.

Staff will use these firms to help plan, prioritize, and develop construction plans for the various construction projects. These services will streamline engineering services on an on-call or as-needed basis. Firms were selected based on qualifications, which is an ideal method to select professional services. The agreement is a (3) three-year agreement with (2) two (1) one-year renewals. This agreement was reviewed by the City Attorney.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

NOT APPLICABLE

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	JEO Consulting Group, Inc.
Amount of Request/Contract:	\$250,000.00

REVIEWED BY

Joey Carley Michael Graham Jennifer Baird Diane Egger Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | |
|---|
| 1. Reso OnCall Engineering Services - JEO Consulting Group, Inc 2025-2026 |
| 2. 2026 On-Call Engineering Agreement JEO |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Certificate of Insurance:	Yes	
Statement of Qualification:	Yes	
Agreement for Professional Services:	Yes	

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR ON-CALL CITY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown (the “City”) issued a Request for Qualifications for On-Call City Engineering Services on January 26, 2026; and

WHEREAS, the Public Works Department received 14 responses to the invitation; and

WHEREAS, after review of the responses, the City desires to enter into a Professional Services Agreement with JEO Consulting Group, Inc. for professional engineering services desired by the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with JEO Consulting Group, Inc. for On-Call City Engineering Services, as set forth in Exhibit “A” in an amount not to exceed \$250,000.00 for fiscal year 2025-2026.

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

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorize and approved a Professional Services Agreement with JEO Consulting Group, Inc. for On-Call City Engineering Services as set forth in Exhibit “A” incorporated herein in an amount not to exceed \$250,000.00, for fiscal year 2025-2026; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April 2026.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ___ day of _____ 2026, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and JEO Consulting Group, Inc., hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Kansas Corporation with offices at 4400 College Blvd., Ste. 200, Overland Park, KS 66211) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional engineering, land surveying, and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project (as defined below) to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below:

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed the services as set forth in the Request for Qualifications document which is attached hereto and incorporated herein at **EXHIBIT A** (hereinafter referred to as the "Project").

In the event additional services are required through changes in the scope of the Project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — TERM OF THE AGREEMENT:

The term of this agreement shall be for three (3) years, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART C — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART D — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and C herein as follows:

- a. Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (**EXHIBIT B**).
- b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
- c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
- d. All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.
- e. All invoices for services shall be submitted to the City by the second Monday of each month.
- f. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
- g. The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.
- h. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with **EXHIBIT B** - Hourly Rate Schedule.
- i. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with **EXHIBIT B** - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART E – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY’S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY’S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY’S policies and decisions with respect to the CONSULTANT’S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART F — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part H, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part H, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART G — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage,

brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART H — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as stated in the Request for Qualifications, which is attached hereto and incorporated herein as EXHIBIT A.

2. Indemnity

Indemnification: CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, elected officials, each in their official and individual capacities, from and against all damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from or in any way related to or connected with CONSULTANT's negligent acts, errors or omissions, of CONSULTANT's employees or subcontractors, to the extent such loss or injury occurs in connection with the services performed by CONSULTANT under this Agreement; provided, however, that CONSULTANT need not save harmless the CITY from all damages or liabilities including reasonable attorney's fees, arising out or to the extent caused by the negligence of the CITY, its employees or agents.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT or as provided in Part F, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. The CITY agrees, to the fullest extent permitted by law and not waiving any sovereign immunity, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the CONSULTANT's plans and specifications by the CITY or any person or entity that acquires or obtains the plans and specifications from or through the CITY.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART I – NON-DISCRIMINATION

CONSULTANT agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of CONSULTANT or applicant for employment.

Pursuant to Section 34.600, RSMo, CONSULTANT agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Agreement constitutes CONSULTANT's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

PART J – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. Nothing contained in this section shall be construed to restrict the transmission of routine communications between CONSULTANT and CITY through email, text message or other such similar means.

3. Controlling Law

This Agreement is to be governed by the law of the State of Missouri.

4. Enrollment in Work Authorization Program

Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT C** and incorporated herein, CONSULTANT hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be Matt Garder and Jason Peek will serve as the Principal-in-Charge.

6. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

7. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the Kansas City metropolitan area under similar conditions.

8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.

9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

10. It is the intent of the parties that CONSULTANT shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by CONSULTANT as an independent contractor. The CONSULTANT shall not have the power to bind or obligate CITY except as set forth in this Agreement or as otherwise approved by the CITY in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

By: _____

JEO CONSULTING GROUP, INC.

Title: _____

By: _____

Address:

10000 E 59th Street

Title: _____

Raytown, MO 64133

Address:

4400 College Blvd., Ste. 200

ATTEST:

Overland Park, KS 66211

CITY OF RAYTOWN, MISSOURI

Teresa Henry, City Clerk

EXHIBIT A
REQUEST FOR QUALIFICATIONS
[SEE ATTACHED]

EXHIBIT B
SCHEDULE OF FEES
[SEE ATTACHED]

EXHIBIT C
CITY OF RAYTOWN, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and the City of Raytown, Missouri regarding on-call engineering services.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. 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.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

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

My Commission Expires:

Notary Public

(Printed Name)

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, and the Department of Homeland Security - Verification Division.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/08/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3799-26: Board of Aldermen approval of the Professional Services agreement with TESSERE.

BACKGROUND/JUSTIFICATION

Staff issued a Request For Qualifications (RFQ) for On-Call Architectural Services to obtain professional architecture services for various facility, landscaping, planning and improvements. Overall, the City received 7 responses to our RFQ. A committee of (5) five staff members in various departments reviewed and ranked each response. The committee recommended going into agreement with the two highest ranking firms. TESSERE was one of the two highest ranked firms.

Staff will use these firms to help plan, prioritize, and develop construction plans for the various construction projects. These services will streamline engineering services on an on-call or as-needed basis. Firms were selected based on qualifications, which is an ideal method to select professional services. The agreement is a (3) three-year agreement with (2) two (1) one-year renewals. This agreement was reviewed by the City Attorney.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

NOT APPLICABLE

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	TESSERE
Amount of Request/Contract:	\$250,000.00

REVIEWED BY

Joey Carley Michael Graham Jennifer Baird Diane Egger Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | |
|--|
| 1. Reso OnCall Architecture Services - TESSERE 2025-2026 |
| 2. 2026 On-Call Architect Agreement Tessere |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Certificate of Insurance:	Yes	
Statement of Qualification:	Yes	
Agreement for Professional Services:	Yes	

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TESSERE FOR ON-CALL CITY ARCHITECT SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown (the “City”) issued a Request for Qualifications for On-Call City Architect Services on January 26, 2026; and

WHEREAS, the Public Works Department received 7 responses to the invitation; and

WHEREAS, after review of the responses, the City desires to enter into a Professional Services Agreement with TESSERE, for professional architect services desired by the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with TESSERE, for On-Call City Architect Services, as set forth in Exhibit “A” in an amount not to exceed \$250,000.00 for fiscal year 2025-2026.

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

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorize and approved a Professional Services Agreement with TESSERE, for On-Call City Architect Services as set forth in Exhibit “A” incorporated herein in an amount not to exceed \$250,000.00 for fiscal year 2025-2025; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April 2026.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of _____ 2026, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and TESSERE, Inc., a Corporation of Missouri, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional architect services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Missouri Corporation with offices at 107 Main Street, Suite 200, Independence, MO 64050) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional architect services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The CONSULTANT will serve as the CITY’S On-Call City Professional Architect representative in those phases of the Project (as defined below) to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Architectural Consultant Services in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below:

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed the services as set forth in the Request for Qualifications document which is attached hereto and incorporated herein at **EXHIBIT A** (hereinafter referred to as the “Project”).

In the event additional services are required through changes in the scope of the Project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by

Supplemental Agreement.

PART B — TERM OF THE AGREEMENT:

The term of this agreement shall be for three (3) years, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART C — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART D — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and C herein as follows:

- a. Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (**EXHIBIT B**).
- b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
- c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
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- f. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
- g. The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.
- h. Transportation, including use of survey vehicle or automobile in connection with the

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- i. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with **EXHIBIT B** - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

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CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART F — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that

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The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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1. Insurance

The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as stated in the Request for Qualifications, which is attached hereto and incorporated herein as **EXHIBIT A**.

2. Indemnity

Indemnification: CONSULTANT shall indemnify, and hold harmless the CITY, its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against costs, damages, losses, expenses, including reasonable attorney's fees, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any negligent act, error, omission, or intentional act of CONSULTANT or its agents, employees, or subcontractors, to the extent such loss or injury occurs in connection with the services performed by CONSULTANT under this Agreement; provided,

however, that CONSULTANT need not save harmless the CITY from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the CITY, its employees or agents.

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The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

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sole risk.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

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This Agreement is to be governed by the law of the State of Missouri.

4. Enrollment in Work Authorization Program

Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT C** and incorporated herein, CONSULTANT hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Furthermore, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be Dan Pierce and he will serve as the Principal-in-Charge.
6. CONSULTANT represents that the architect services to be provided hereunder shall be performed by or under the direct supervision of an architect duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all architectural documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.
7. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the architectural profession currently practicing in the Kansas City metropolitan area under similar conditions.
8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor.
CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the

direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.

9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
10. It is the intent of the parties that CONSULTANT shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by CONSULTANT as an independent contractor. The CONSULTANT shall not have the power to bind or obligate CITY except as set forth in this Agreement or as otherwise approved by the CITY in writing.

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

TESSERE, INC.

By:

Title:

Address:

107 S Main Street, Suite 200
Independence, Missouri 64050

CITY OF RAYTOWN, MISSOURI

By:

Title:

Address:

10000 East 59th Street

Raytown, Missouri 64133

ATTEST:

Teresa Henry, City Clerk

EXHIBIT A
REQUEST FOR QUALIFICATIONS
[SEE ATTACHED]

EXHIBIT B
SCHEDULE OF FEES

[SEE ATTACHED]

working in connection with the services contracted between Contractor and the City of Raytown, Missouri regarding on-call architect services.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. 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.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

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

My Commission Expires: _____ Notary Public

(Printed Name)

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, and the Department of Homeland Security - Verification Division.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/08/2026

MEETING DATE: April 21, 2026

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3800-26: Board of Aldermen approval of the Professional Services agreement with Wellner Architects and Engineers.

BACKGROUND/JUSTIFICATION

Staff issued a Request For Qualifications (RFQ) for On-Call Architectural Services to obtain professional architecture services for various facility, landscaping, planning and improvements. Overall, the City received 7 responses to our RFQ. A committee of (5) five staff members in various departments reviewed and ranked each response. The committee recommended going into agreement with the two highest ranking firms. Wellner Architects and Engineers was one of the two highest ranked firms.

Staff will use these firms to help plan, prioritize, and develop construction plans for the various construction projects. These services will streamline engineering services on an on-call or as-needed basis. Firms were selected based on qualifications, which is an ideal method to select professional services. The agreement is a (3) three-year agreement with (2) two (1) one-year renewals. This agreement was reviewed by the City Attorney.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

NOT APPLICABLE

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:

Wellner Architects and Engineers

Amount of Request/Contract:

\$250,000.00

REVIEWED BY

Joey Carley

Michael Graham Jennifer Baird Diane Egger Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|--|
| 1. | Reso OnCall Architecture Services - Wellner Architects and Engineers 2025-2026 |
| 2. | 2026 On-Call Architect Agreement Wellner |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Certificate of Insurance:	Yes	
Statement of Qualification:	Yes	
Agreement for Professional Services:	Yes	

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WELLNER ARCHITECTS AND ENGINEERS FOR ON-CALL CITY ARCHITECT SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown (the “City”) issued a Request for Qualifications for On-Call City Architect Services on January 26, 2026; and

WHEREAS, the Public Works Department received 7 responses to the invitation; and

WHEREAS, after review of the responses, the City desires to enter into a Professional Services Agreement with Wellner Architects and Engineers, for professional architect services desired by the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with Wellner Architects and Engineers, for On-Call City Architect Services, as set forth in Exhibit “A” in an amount not to exceed \$250,000.00 for fiscal year 2025-2026.

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

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorize and approved a Professional Services Agreement with Wellner Architects and Engineers, for On-Call City Architect Services as set forth in Exhibit “A” incorporated herein in an amount not to exceed \$250,000.00, for fiscal year 2025-2026; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April 2026.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of _____ 2026, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and Wellner Architects + Engineers, a Corporation of Missouri, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional architect services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Missouri Corporation with offices at 1627 Main Street, Suite 100, Kansas City, MO 64108) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional architect services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The CONSULTANT will serve as the CITY'S On-Call City Professional Architect representative in those phases of the Project (as defined below) to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Architectural Consultant Services in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below:

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed the services as set forth in the Request for Qualifications document which is attached hereto and incorporated herein at **EXHIBIT A** (hereinafter referred to as the "Project").

In the event additional services are required through changes in the scope of the Project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — TERM OF THE AGREEMENT:

The term of this agreement shall be for three (3) years, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART C — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART D — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and C herein as follows:

- a. Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (**EXHIBIT B**).
- b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
- c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
- d. All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.
- e. All invoices for services shall be submitted to the City by the second Monday of each month.
- f. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
- g. The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.
- h. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with **EXHIBIT B** - Hourly Rate Schedule.
- i. Blue line prints on white paper made at the CONSULTANT'S office will be included at the

CONSULTANT'S cost in accordance with **EXHIBIT B** - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART E – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART F — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part H, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part H, Sections 2 and 3 of this Agreement for liability arising from or out of anything

occurring or arising on or prior to such termination.

PART G — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART H — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as stated in the Request for Qualifications, which is attached hereto and incorporated herein as **EXHIBIT A**.

2. Indemnity

Indemnification: CONSULTANT shall indemnify, and hold harmless the CITY, its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against costs, damages, losses, expenses, including reasonable attorney's fees, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any negligent act, error, omission, or intentional act of CONSULTANT or its agents, employees, or subcontractors, to the extent such loss or injury occurs in connection with the services performed by CONSULTANT under this Agreement; provided, however, that CONSULTANT need not save harmless the CITY from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the CITY, its employees or agents.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and final payment to CONSULTANT or as provided in Part F, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation. Use of CONSULTANT'S plans and specifications for a different project without CONSULTANT shall be at City's sole risk.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART I – NON-DISCRIMINATION

CONSULTANT agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of CONSULTANT or applicant for employment.

Pursuant to Section 34.600, RSMo, CONSULTANT agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Agreement constitutes CONSULTANT's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

PART J – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. Nothing contained in this section shall be construed to restrict the transmission of routine communications between CONSULTANT and CITY through email, text message or other such similar means.

3. Controlling Law

This Agreement is to be governed by the law of the State of Missouri.

4. **Enrollment in Work Authorization Program**

Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT C** and incorporated herein, CONSULTANT hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be Emily Marsh and she will serve as the Principal-in-Charge.
6. CONSULTANT represents that the architect services to be provided hereunder shall be performed by or under the direct supervision of an architect duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all architectural documents and all services provided hereunder shall comply with all applicable laws, statutes, building and zoning codes, ordinances, rules and regulations and industry standards.
7. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the architectural profession currently practicing in the Kansas City metropolitan area under similar conditions.
8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSULTANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
10. It is the intent of the parties that CONSULTANT shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by CONSULTANT as an

independent contractor. The CONSULTANT shall not have the power to bind or obligate CITY except as set forth in this Agreement or as otherwise approved by the CITY in writing.

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

**WELLNER ARCHITECTS +
ENGINEERS**

CITY OF RAYTOWN, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

Address:
1627 Main Street, Suite 100
Kansas City, Missouri 64108

Address:
10000 East 59th Street
Raytown, Missouri 64133

ATTEST:

Teresa Henry, City Clerk

EXHIBIT A
REQUEST FOR QUALIFICATIONS
[SEE ATTACHED]

EXHIBIT B
SCHEDULE OF FEES

[SEE ATTACHED]

working in connection with the services contracted between Contractor and the City of Raytown, Missouri regarding on-call architect services.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. 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.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

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

My Commission Expires: _____
Notary Public

(Printed Name)

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, and the Department of Homeland Security - Verification Division.