

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 20, 2015
REGULAR SESSION NO. 43
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Proclamations & Presentations

- ★ Proclamation recognizing the MCC Lakers

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

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. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular January 6, 2015 Board of Aldermen meeting minutes.

R-2735-14: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF MARYJO SIMMONS TO THE COUNCIL ON AGING. Point to Contact: Teresa Henry, City Clerk.

R-2736-14: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF RICK THODE TO THE POLICE PENSION BOARD. Point to Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

2. **R-2737-15: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MW810 MOBILE DATA TERMINALS FOR POLICE DEPARTMENT VEHICLES FROM MOTOROLA IN AN AMOUNT NOT TO EXCEED \$31,392.00 FOR FISCAL YEAR 2014-2015. Point of Contact: Jim Lynch, Chief of Police.

3. **R-2738-15: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A POWERED AMBULANCE COT WITH MOUNTING AND ASSOCIATED HARDWARE FROM STRYKER EMS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$15,995.00. Point of Contact: Doug Jonesi, Emergency Medical Services Director.

4. **R-2739-15: A RESOLUTION** AUTHORIZING AND APPROVING THE REPAIR SERVICES OF WASTEWATER AND STORM WATER INFRASTRUCTURE IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR A SEWER SEGMENT REPLACEMENT AT 9309 E. 82ND STREET IN AN AMOUNT NOT TO EXCEED \$46,800.00. Point of Contact: Jim Melvin, Interim Public Works Director.
5. **R-2740-15: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LEATH & SONS INC. FOR THE 79th STREET AND ELM STORM DRAINAGE IMPROVEMENT PROJECT WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED \$78,930.00 AND AMENDING THE FISCAL YEAR 2014-2015 BUDGET BY \$78,930.00. Point of Contact: Jim Melvin, Interim Public Works Director.
6. Public Hearing: A public hearing to consider a Conditional Use Permit for an Event Space on property located at 10028 E. 63rd Street.
 - 6a. **SECOND Reading: Bill No. 6378-15, Section XIII. AN ORDINANCE** GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE AN EVENT SPACE ON PROPERTY LOCATED AT 10028 EAST 63rd STREET IN RAYTOWN, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.
7. **SECOND Reading: Bill No. 6380-15. Section XVII. AN ORDINANCE** ADDING ARTICLE XVII TO CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF DEFINING SMOKE AND TOBACCO STORES AND LIMITING THEIR OCCURRENCE IN THE CITY LIMITS. Point of Contact: John Benson, Development & Public Affairs Director.
8. **Public Hearing:** A public hearing to consider an application for Chapter 353 tax abatement for property located at 10014 E. 63rd Street.
 - 8a. **FIRST Reading: Bill No. 6381-15, Section XXXVI. AN ORDINANCE** ADOPTING AND APPROVING THE SIXTH AMENDED DEVELOPMENT PLAN SUBMITTED BY THE RAYTOWN MUNICIPAL REDEVELOPMENT CORPORATION, ESTABLISHING A DECLARATION THAT THE REDEVELOPMENT AREA DESCRIBED WITHIN THE SIXTH AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT, AND AUTHORIZING CERTAIN TAX ABATEMENTS WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE SIXTH AMENDED DEVELOPMENT PLAN. Point of Contact: Tom Cole, Economic Development Administrator.

ADJOURNMENT



PROCLAMATION

WHEREAS, the City of Raytown is a proud supporter of the Metropolitan Community College system, one of the premier community colleges in the country with a proud tradition of providing affordable, quality education to improve the area's workforce and economic development, and;

WHEREAS, the Metropolitan Community College-Longview Lakers Women's Volleyball team competed in November and won the Regional Volleyball Tournament at East Central College in Union, Missouri to capture the 2014 National Junior College Athletic Association Division II, Region 16 Crown and went on to the Division II National Championship Title on November 22, 2015 at Phoenix College in Phoenix, Arizona, one of only 16 teams nationally to compete and;

WHEREAS, over the past nine seasons, MCC-Longview has emerged as one of the premiere programs in the NJCAA, and;

WHEREAS, Raytown's own Laker player Angela Roberta, a sophomore, providing the middle hitter position has brought pride to the city by being selected to the 2014 All-Region 1st Team through skill, hard work and determination, and;

WHEREAS, the Lakers' Head Coach , Rob Kaleikau, has won the 2014 Coach of the Year Award for Region 16, providing leadership and support to the team and;

WHEREAS, the residents of the Raytown are proud of all of the Lakers for their hard work, their impressive skills, and their fine sportsmanship, and;

NOW, THEREFORE, I, Mayor David W. Bower do hereby proclaim today as a day of celebration for the success of Ms. Roberts, Coach Klaiekau and the entire MCC-Longview Lakers Volleyball team.

Signed this Twentieth Day of January, in the Year Two Thousand and Fifteen.

David W. Bower, Mayor

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
JANUARY 6, 2015
REGULAR SESSION NO. 42
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Roll Call

The roll was called and the attendance was as follows:

Present: Alderman Jason Greene, Alderman Bill Van Buskirk, Alderman Josh Greene, Alderman Pat Ertz, Alderman Jim Aziere, Alderman Steve Mock, Alderman Joe Creamer, Alderman Charlotte Melson, Alderman Janet Emerson, Alderman Michael Lightfoot.

Proclamations & Presentations

Mayor David Bower presented the Reverend Dr. Martin Luther King, Jr.'s proclamation to Pat Jackson. Mayor Bower thanked Mr. Jackson and the Interfaith Alliance for their work toward putting together the celebration.

Public Comments

Donald Main spoke regarding Raytown Sewer's deposit policy.

Steve Guenther spoke regarding the Charter Commission's use of the City Logo.

Communication from the City Administrator

Mahesh Sharma, City Administrator announced the National Weather Advisory issued a severe weather warning due the wind chill factors. Mr. Sharma advised City residents to take precaution during the bitterly cold weather.

Mr. Sharma reminded City residents that January 20, 2015 is the last day for candidates to file for the April 7, 2015 election. Mr. Sharma announced the names of the candidates who had filed for the various City offices.

Committee Reports

Alderman Aziere announced that 150 years ago Congress began the historical debate to abolish slavery in the United States.

Alderman Emerson announced the Martin Luther King Celebration is scheduled for January 18, 2015 at 3:00 p.m. Graceway Church will host the event this year.

Alderman Emerson reminded residents that during the cold weather to check pipes and make sure that they do no burst.

Alderman Mock thanked the Board of Aldermen for their assistance while he led the previous BOA meeting.

Alderman Lightfoot reported the 45th Annual Legislative Conference in Jefferson City is scheduled for February 10-11, 2015.

Alderman Jason Greene, seconded by Alderman Ertz made a motion to add a discussion item regarding the Charter Commission using the City Logo. The motion was approved by a vote of 9-1.

Ayes: Aldermen Jason Greene, Ertz, Melson, Lightfoot, Aziere, Mock, Josh Greene, Van Buskirk, Emerson
Nays: Alderman Creamer

Alderman Melson, seconded by Alderman Josh Greene made a motion to add a Closed Session. The motion was approved by a vote of 10-0.

Ayes: Aldermen Melson, Josh Greene, Mock, Lightfoot, Jason Greene, Creamer, Aziere, Emerson, Lightfoot
Nays: None

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. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular December 16, 2014 Board of Aldermen meeting minutes.

Alderman Creamer, seconded by Alderman Melson made a motion to approve the Consent Agenda. The motion was approved by a vote of 10-0.

Ayes: Aldermen Creamer, Melson, Lightfoot, Mock, Van Buskirk, Ertz, Emerson, Jason Greene, Aziere, Josh Greene
Nays: None

REGULAR AGENDA

2. **R-2734-15: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF FOUR 2015 FORD POLICE UTILITY INTERCEPTORS FROM DICK SMITH FORD OFF THE MID-AMERICA COUNCIL OF PUBLIC PROCUREMENT JOINT BID IN AN AMOUNT NOT TO EXCEED \$110,716.00. Point of Contact: Jim Lynch, Chief of Police.

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

Jim Lynch, Chief of Police and Captain Michelle Rogers, provided the Staff Report and remained available for discussion.

Discussion included utilization of the Capital Sales Tax money to fund the purchase, whether or not the purchased vehicle would come equipped with the basic police package add-ons and police cars used in off-duty situations.

Alderman Van Buskirk, seconded by Alderman Creamer made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Creamer, Josh Greene, Jason Greene, Melson, Lightfoot, Aziere, Emerson, Ertz, Mock
Nays: None

3. Public Hearing: A public hearing to consider a Conditional Use Permit for an Event Space on property located at 10028 E. 63rd Street.

3a. **FIRST Reading: Bill No. 6378-15, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE AN EVENT SPACE ON PROPERTY LOCATED AT 10028 EAST 63rd STREET IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor Bower opened the public hearing and called for any ex parte' discussion(s); Alderman Lightfoot noted he had communication regarding the issue but would weigh all facts before making a decision.

John Benson, Development & Public Affairs Director and applicants, Melanie Morrissey and Nathan Prather provided the Staff Report and remained available for discussion.

Mayor Bower opened the floor for public comment;

No comments.

Mayor Bower closed the floor for public comment.

Discussion included adults present during activities, grade level of students attending activities, security issues, capacity limit for the building, whether or not business was non-profit or for-profit and estimated sales tax revenue generated from the business.

Alderman Creamer, seconded by Alderman Ertz made a motion to continue to a date certain of January 20, 2015. The motion was approved by a vote of 10-0.

Ayes: Aldermen Creamer, Ertz, Aziere, Mock, Jason Greene, Emerson, Lightfoot, Josh Greene, Van Buskirk, Melson

Nays: None

4. Public Hearing: A public hearing to consider a Conditional Use Permit to operate a Financial Institution on property located at 9480 Highway 350.

4a. **FIRST Reading: Bill No. 6379-15, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE A FINANCIAL INSTITUTION ON PROPERTY LOCATED AT 9480 HIGHWAY 350 IN RAYTOWN.** Point of Contact: John Benson, Development & Public Affairs Director.

★ **Applicant is requesting a suspension of the rules.**

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

Mayor Bower opened the public hearing and called for any ex parte' discussion(s); Alderman Mock had communication regarding the issue, but would weigh all facts before making a decision.

John Benson, Development & Public Affairs Director and Jennifer Ann Wander, representing the applicant from Springleaf Financial and remained available for discussion.

Mayor Bower opened the floor for public comment.

No Comments.

Mayor Bower closed the floor for public comment.

Alderman Josh Greene, seconded by Alderman Mock made a motion to suspend the rules. The motion was approved by a vote of 9-1.

Ayes: Aldermen Josh Greene, Mock, Van Buskirk, Lightfoot, Jason Greene, Melson, Aziere, Creamer, Ertz,
Absent: Alderman Emerson

4b. Second Reading: Bill No. 6379-15, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE A FINANCIAL INSTITUTION ON PROPERTY LOCATED AT 9480 HIGHWAY 350 IN RAYTOWN. Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor Bower re-opened the public hearing and called for any ex parte' discussion(s); Alderman Mock had communication regarding the issue, but would weigh all facts before making a decision.

John Benson, Development & Public Affairs Director, provided an update of the Staff Report and remained available for discussion.

Mayor Bower re-opened the floor for public comment.

No comments.

Without comments, Mayor Bower closed the floor for public comment.

Discussion included number of years the business has been in Raytown.

Alderman Josh Greene, seconded by Alderman Creamer made a motion to approve. The motion was approved by a vote of 10-0.

Ayes: Aldermen Josh Greene, Creamer, Emerson, Melson, Ertz, Jason Greene, Josh Greene, Van Buskirk, Aziere, Lightfoot, Mock
Nays: None

It Became ORDINANCE NO.: 5511-15

5. FIRST Reading: Bill No. 6380-15. Section XVII. AN ORDINANCE ADDING ARTICLE XVII TO CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF DEFINING SMOKE AND TOBACCO STORES AND LIMITING THEIR OCCURRENCE IN THE CITY LIMITS. Point of Contact: John Benson, Development & Public Affairs Director.

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

John Benson, Development & Public Affairs Director, presented an overview of the Staff Report and remained available for questions.

Discussion included if there is a law regulating the age of a person who can enter into a tobacco shop, whether or not distance requirement affects existing shops, how many stores in Raytown would fit the definition of smoke shop as defined in the ordinance, concerns about potential revenue loss for the City, whether or not vapor shops are included in the ordinance and concerns about limiting small business opportunities.

6. DISCUSSION ITEM: Use of City Logo by the Raytown Charter Commission

Alderman Jason Greene spoke to the Board of Aldermen regarding the Raytown Charter Commission utilizing the City Logo on the final charter document.

Discussion included whether or not the City owned the logo, the use of the logo on past charter documents and whether or not the Board of Aldermen should endorse a document it has not seen and did not initiate.

Alderman Jason Greene, seconded by Alderman Creamer made a motion to allow Raytown Charter Commission to utilize the City logo. Motion failed by a vote of 3-7.

Ayes: Aldermen Jason Greene, Emerson, Josh Greene

Nays: Aldermen Mock, Lightfoot, Melson, Van Buskirk, Creamer, Aziere, Ertz

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or

610.021(13) individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Aldermen Creamer, seconded by Alderman Melson made a motion to move into closed session at 8:52 p.m. The motion was approved by a vote of 10-0.

Ayes: Aldermen Creamer, Melson, Lightfoot, Aziere, Mock, Josh Greene, Van Buskirk, Ertz, Jason Greene, Emerson

Nays: None

ADJOURNMENT

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

The meeting adjourned at 9:41 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: January 15, 2015
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-2735-15

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of MaryJo Simmons to the Council on Aging.

Recommendation: Approve the appointment.

Analysis: The Council on Aging was established in 1999 and reestablished pursuant to Ordinance 4830-02, which provides for the appointment of 7 to 15 members appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for three years and the terms should be staggered to provide consistent and experienced leadership.

Mayor Bower recommends that MaryJo Simmons be appointed to fulfill a vacancy, which term will expire December 1, 2017.

Alternatives: Reject the appointment.

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF MARYJO SIMMONS TO THE COUNCIL ON AGING

WHEREAS, the Council on Aging was established in 1999 and reestablished pursuant to Ordinance 4830-02 which provides for the appointment of 7 to 15 members appointed by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, a vacancy currently exists on the Council on Aging and the Mayor desires to appoint MaryJo Simmons to fill the vacancy and fulfill the remainder of a 3-year term expiring December 1, 2017, or until a successor is duly appointed;

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

THAT MaryJo Simmons, 7604 Loma Vista Drive, Kansas City, Missouri, is hereby appointed as a member of the Council on Aging to fill a vacancy and fulfill the remainder of a 3-year term ending December 1, 2017, or until a successor is duly appointed.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



City of Raytown

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: 3/26/14

Name: Simmons Mary Jo May
Last First Middle

Address: 17604 Home Vista Dr. Kansas City, MO 64138
Street City Zip Code

Contact Information:

816-767-0103 same 816-560-0103 same MaryJoS1234@aol.com
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the Raytown Commission On Aging Board/Commission

Because: am close to Raytown, shop & play here, might be able to make a difference & could help where asked

My strength(s) on this Board/Commission will be:

am a team player, a "people" person, have several contacts to help in the commission goal of serving senior citizens

ed CMSU where Warrensburg MO 1956
Education: High School City/State Date

Central Mo State U. BS Biology/Chem Warrensburg MO 1961
Trade/College/University Degree Date

CMSU RU
Post Graduate: College/University Degree Date

Employment (Maximum 10 years):

Retired Nurse (2002)

Current:

Employer Address Position

Past: KC Health Dept

Employer Address Position Dates

Past: KC School District

Employer Address Position Dates

Community Involvement:

Organization	Leadership Position(s)	Membership Date(s)
1. AARP - Orientation Training Inst		10/12 - present
2. " Advocacy Team		2008 - "
3. Medical Reserve Corp	Nurse	2002 - present
4.		
5.		

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.

No

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?

when conflict with other programs of longer standing traveling, or when ill.

Mail to: Mayor's Office, 10000 East 59th Street, Raytown, MO 64133; or FAX: 816-737-6097.

Am Now camp Nurse at Tall Oaks Convention Ctr - 6th year

CITY OF RAYTOWN
Request for Board Action

Date: January 15, 2015

Resolution No.: R-2736-15

To: Mayor and Board of Aldermen

From: Teresa Henry, City Clerk

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: The appointment of Rick Thode to the Board of Trustees for the Police Officer's Retirement Fund Pension Plan filling a vacant and unexpired term with a term expiring May 1, 2012.

Recommendation: Approve the appointment.

Analysis: The Police Officers Retirement Fund Pension Plan was established pursuant to Ordinance 101 in 1966 and is administered in accordance and updated by Restatement of the plan approved by Ordinance 5300-08, 5378-10, 5417-11, 5443-12, 5482-13 and 5499-14.

The plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen. The Chief of Police and the Mayor also serve on the Board of Trustees. The term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership. Citizen members appointed to the Board of Trustees are required to be a qualified and responsible citizen of the City with an established reputation for fiscal integrity.

Alternatives: Deny the appointment.

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF RICK THODE TO THE POLICE OFFICERS RETIREMENT FUND BOARD OF TRUSTEES

WHEREAS, the Police Officers Retirement Fund Pension Plan was established pursuant to Ordinance 101 in 1966 and is administered in accordance and updated by Restatement of the plan approved by Ordinance 5300-08, 5378-10, 5417-11, 5443-12, 5482-13 and 5499-14;

WHEREAS, the plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Alderman along with the Chief of Police and the Mayor (or his delegate) who also serve on the Board of Trustees; and

WHEREAS, the term of the member is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership; and

WHEREAS, a vacancy currently exists on the Police Officers' Retirement Fund Pension Plan Board of Trustees and the Mayor desires to appoint Rick Thode to fill a vacancy and fulfill the remainder of a three-year term expiring May 1, 2015 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment;

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

THAT Rick Thode, 9704 E. 84th Street, Raytown, Missouri, is hereby appointed as a member of the Police Officer's Retirement Fund Pension Plan Board of Trustees by the Mayor and approved by the Board of Aldermen to fill an unexpired three-year term ending May 1, 2015 or until a successor is duly appointed;

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of January, 2015.

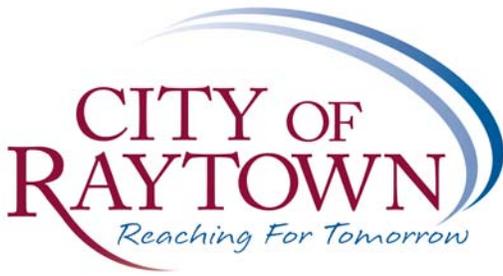
David W. Bower, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



City of Raytown

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: _____

Name: _____
Last First Middle

Address: _____
Street City MO Zip Code

Contact Information:

Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the _____ Board/Commission

Because: _____

My strength(s) on this Board/Commission will be:

Education: _____
High School City/State Date

Trade/College/University Degree Date

Post Graduate: _____
College/University Degree Date

**CITY OF RAYTOWN
Request for Board Action**

Date: January 16, 2015
To: Mayor and Board of Aldermen
From: Captain Doug Goode

Resolution No.: R-2737-15

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: A resolution approving purchase of six (6) Motorola MW810 mobile computers in excess of \$15,000.00 from Motorola Solutions Inc.

Recommendation: Approve the resolution.

Analysis: The Police Department utilizes an IT hardware replacement schedule, which includes the mobile computers in the police car fleet. This allows the department to better forecast expenditures and avoid large, single time expenses of hardware replacement. Six (6) Motorola MW810 mobile in-car computers are scheduled for replacement this year. This is the second phase of in-car computer replacements.

The Motorola MW810 computer has proven itself to be a durable and reliable solution to the Police Department's mobile computing needs. Motorola provides special government pricing through the State of Kansas Contract with Motorola. Their cooperative bid pricing makes a responsible choice for our in-car computing needs. This project was presented to the Sales Tax Oversight Committee and was found to meet the intent of the Capital Sales Tax.

Alternatives: Not purchase the hardware and risk equipment failure.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested:	\$31,392.00
Department:	Police
Fund:	Capital Sales Tax

Additional Reports Attached: Motorola Quote

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MW810 MOBILE DATA TERMINALS FOR POLICE DEPARTMENT VEHICLES FROM MOTOROLA IN AN AMOUNT NOT TO EXCEED \$31,392.00 FOR FISCAL YEAR 2014-2015

WHEREAS, Motorola is the sole manufacturer of a proprietary mobile data terminals constructed in a three-piece design, which were found to meet all of the specifications determined by the Police Department to meet the internal needs for mobile workstations for police vehicles; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy requires Board of Alderman approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole-source vendors without competitive bid; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and is recommended by the Special Sales Tax Review Committee on December 16, 2014 as being consistent with voter intent; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds to Motorola, as a sole source vendor, for the purchase of equipment as set forth in the proposal attached in Exhibit "A" hereto, in an amount not to exceed \$31,392.00;

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

THAT the purchase of the equipment from Motorola set forth in Exhibit "A" attached hereto, and made a part hereof by reference, in a total amount not to exceed \$31,392.00 for the purchase of MW810 Mobile Data Terminals for police vehicles is hereby approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Quote Number: QU0000300944

Effective: 03 DEC 2014

Effective To: 01 FEB 2015

Bill-To: RAYTOWN, CITY OF
10000 E 59TH STREET
RAYTOWN, MO 64133
United States

Ultimate Destination: RAYTOWN, CITY OF
10000 E 59TH STREET
RAYTOWN, MO 64133
United States

Attention: Name: Captain Doug Goode
Email: gooded@raytownpolice.org
Phone: 816-737-6105

Sales Contact: Name: Kris Evans
Email: krise@commenco.com
Phone: 8169854030

Contract Number: KANSAS STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Table with 5 columns: Item, Quantity, Nomenclature, Description, Your price, Extended Price. Contains 14 rows of item details.

Total Quote in USD \$31,392.00

- Notes: - Pricing is per the State of Kansas Contract with Motorola.
- Pricing does not include installation or set up.
- Pricing does not include actual mounting brackets like Havis Shield, Gamber Johnson, Jotto, etc.

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number

- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

CITY OF RAYTOWN
Request for Board Action

Date: January 16, 2015

Resolution No.: R-2738-15

To: Mayor and Board of Aldermen

From: Doug Jones, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Authorize and approve the purchase of a new Stryker ambulance cot with mounting and associated hardware, at a cost not to exceed \$15,995.00.

Recommendation: Approve the request as submitted.

Analysis: A Ferno ambulance cot, purchased in 2006-2008, still in service in the department's backup ambulance, has reached the end of its service life and needs to be replaced. Two of the previous Ferno cots were replaced in early 2014 due to frequent, costly repairs, and the anticipation that they would not remain serviceable much longer.

This purchase has been reviewed by the Sales Tax Oversight Committee and was found to meet the intent of the Capital Sales tax.

Alternatives: Not approve the request

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested:	\$15,995.00
Department:	EMS
Fund:	Capital Sales Tax

Additional Reports Attached: Quote from Stryker
Sole source information from Stryker

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A POWERED AMBULANCE COT WITH MOUNTING AND ASSOCIATED HARDWARE FROM STRYKER EMS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$15,995.00

WHEREAS, the Raytown Emergency Medical Services Department utilizes powered ambulance cots; and

WHEREAS, a current powered ambulance cot is reaching the end of service life and needs to be replaced; and

WHEREAS, the City of Raytown Emergency Medical Services Department utilizes Stryker EMS Equipment for the purchasing of a new powered ambulance cot with mounting and associated hardware; and

WHEREAS, the City of Raytown in adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on December 16, 2014, was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve the purchase of a powered ambulance cot with mounting and associated hardware from Stryker EMS Equipment, Inc. in an amount not to exceed \$15,995.00;

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

THAT the purchase of a powered ambulance cot with mounting and associated hardware from Stryker EMS Equipment, Inc. in an amount not to exceed \$15,995.00 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Comprehensive Quotation

Sales Account Manager
 Todd Tibbetts
 Todd.Tibbetts@stryker.com
 Cell: 925-323-8136

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1153213
 RAYTOWN EMS
 10020 E 66TH TERRITORY
 RAYTOWN, MO 64133

Shipping Address
 1153213
 RAYTOWN EMS
 10020 E 66TH TERRITORY
 RAYTOWN, MO 64133

Billing Address
 1153213
 RAYTOWN EMS
 10020 E 66TH TERRITORY
 RAYTOWN, MO 64133

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
Doug	3698188	08/04/2014	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$15,995.00	\$15,995.00	
		Options				
	1	Power-PRO XT	6506000000	\$15,995.00	\$15,995.00	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	XPS Option	6506040000			
	1	No Runner/HE O2	0054200994			
	1	Equipment Hook	6500147000			
	1	Non Power-Load Compatible	6506029000			
	1	Knee-Gatch/Trendelenburg	6500082000			
	1	No HE Section O2 Bottle	6506036000			
	1	Pocketed Back Rest Pouch	6500130000			
	1	Head End Storage Flat	6500128000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	English Manual	6506600000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	Short Hook	6060036017			
	1	XPS Knee Gatch Bolster Matrss	6500003130			
	1	Steer Lock Option	6506038000			
	1	3 YR X-Frame Powertrain Wmnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	3 Stage IV Pole PR Option	6500315000			
	1	EMS RESTRAINT PACKAGE	6500002030			

Note:

Product Total	\$15,995.00
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$15,995.00

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

MEMORANDUM FOR RECORD

RE: Sole Source Information for Stryker Model 6500 Power-PRO Ambulance Cot

This correspondence is to inform you of the unique characteristics found only in Stryker's Model 6506 Power-PRO Ambulance Cot. These characteristics can be broken down into three primary categories: Safety, Maintenance, and Ease of Use.

Safety

- 1) The cot automatically is disabled when placed in the cot fastening system, thus not allowing the operator to raise the cot while fastened.
- 2) When unloading, the lowering of the cot base with the manual release is a controlled motion, which will not startle either the operator or the patient.
- 3) The cot features the lightest 700-lb capacity frame in the industry.
- 4) The cot features a retractable head section which allows the cot to be lowered in the shortened position without the risk of the head section injuring an operator or being damaged.

Maintenance

- 1) The cot features a foot end hour usage meter, which records hours the cot has been in use. This is an easy tool to determine the timing of preventative maintenance checks.
- 2) The cot features powder-coating on the entire aluminum frame (including the patient handling surfaces), thus eliminating aluminum oxidation throughout the cot. Additionally, the powder-coated surface facilitates easier decontamination and prevents the carbon build-up that otherwise would rub onto the caregiver's uniform.
- 3) All caster bearings are sealed, eliminating timely and costly lubrication.
- 4) The cot is power-washable
- 5) The cot's battery source is a 24V SMRT battery

Ease of Use

- 1) The foot end of the cot provides two different height lifting bars, thus accommodating different size operators.
- 2) The foot end of the cot contains a large battery indicator light which displays red or green depending on battery level. A warning is given by a flashing red light, allowing the operator time to change the battery.
- 3) The battery is placed at the foot end of the stretcher and is easily accessible in any situation
- 4) The cot has a retract speed of 2.2 seconds for ease of loading
- 5) The cot provides the highest load height of any cot on the market at 36" and is easily adjustable to fit any specific load height.
- 6) The cot features a retractable head section which allows the cot to be lowered in the shortened position, making it easier to fit in tight spaces.
- 7) The cot features the industry's only forward-folding, single-hand release, side rails, thus giving caregivers more space inside the transport vehicle.
- 8) The Model 6506 has 6" x 2" sealed bearing casters -- the largest in the industry, making rolling over any surface much easier and reduces caregiver strain.
- 9) The integrated bumper design protects walls, patient's furniture, and the cot.
- 10) XPS bariatric solutions to accommodate larger patients.
- 11) SteerLOCK allowing you to transfer the stretcher with more control on slopes.

Please forward any further questions to 314.324.0608.

Marc Oberkirsh
Stryker EMS Equipment
Territory Manger
314.324.0608
Fax 314.667.3757
marc.oberkirsch@stryker.com

**CITY OF RAYTOWN
Request for Board Action**

Date: January 16, 2015 **Resolution No.:** R-2739-15
To: Mayor and Board of Aldermen
From: Jim Melvin, Interim Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of Weidenmann Inc. proposal for the pipe bursting project for 9309 E. 82nd Street.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received a complaint from a resident regarding slow flow on their sewer. The complaint was received about the 4th of November, 2014. Upon televising the sewer line, staff found that the sewer has several cracked and displaced pipes between the manholes near 9309 E. 82nd Street. The repairs are beyond the scope that can be handled by staff, and must be addressed in the near future to prevent collapse of some of the pipe. The tentative price from Wiedenmann, Inc. for pipe bursting of the 110 linear feet of sewer line is \$46,800.00, with the actual price to be determined by actual cost of the repair. The price is based on using unit prices from the cooperative contract from the City of Lee's Summit. The unit prices are firm, but the actual quantities may differ from the estimate. The final price is expected to be less than the estimate.

Alternatives: N/A

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount to Spend:	\$46,800.00
Department:	Public Works
Fund:	Sewer Capital Expenditures Funds

Additional Reports Attached: Lee's Summit Annual Repair Cooperative Contract
Proposal from Wiedenmann, Inc.

A RESOLUTION AUTHORIZING AND APPROVING THE REPAIR SERVICES OF WASTEWATER AND STORM WATER INFRASTRUCTURE IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR A SEWER SEGMENT REPLACEMENT AT 9309 E. 82ND STREET IN AN AMOUNT NOT TO EXCEED \$46,800.00

WHEREAS, the City of Raytown periodically identifies storm water and sanitary sewer infrastructure that need repair beyond staff capacity;

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

WHEREAS, the City of Lee's Summit, Missouri has competitively bid the repair services of water, wastewater and storm water and has determined Wiedenmann, Inc. to be the most competitive bid; and

WHEREAS, the City of Raytown currently has a sewer segment replacement needed at 9309 E. 82nd Street and would like to utilize the services of Wiedenmann, Inc.; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the repair services of wastewater and storm water from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approves project expenses for a sewer segment replacement at 9309 E. 82nd Street in an amount not to exceed \$46,800.00;

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

THAT the repair services of wastewater and storm water from Wiedenmann Construction, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for a sewer segment replacement at 9309 E. 82nd Street in an amount not to exceed \$46,800.00, is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

WIEDENMANN, INC.

950 N. Scott / PO BOX 245
Belton, MO 64012
816-322-1125 / Fax 816-322-1126
general@wiedenmanninc.com

November 26, 2014

Engineering Department
10000 East 59th Street
Raytown, Missouri 64133

Attn: Mr. Tony Mesa

RE: 9309 82nd Street Pipe Bursting and Manhole

Dear Tony,

Pursuant to your request, we hereby submit the following price to replace the sanitary sewer main, via pipe bursting, and install a new manhole at the above referenced location. As discussed in the field, this price is to replace approximately 110 LF from manhole WOW-280 to the new manhole installation in front of 9307 82nd Street. The total value of this estimate is:

FORTY SIX THOUSAND, EIGHT HUNDRED DOLLARS
\$46,800.00

We understand that this estimate is for budget purposes and the actual work will be completed per the established Maintenance Contract.

We appreciate the opportunities provided. If you should have any questions, please call.

Sincerely,
Wiedenmann Inc.



Craig Bryant
Project Manager



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: October 1, 2014

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: Yearly Contract to Provide Repair Services for Water, Wastewater & Stormwater Infrastructure on an As Needed Basis
Contract 2013-128/1R

Vendor	Wiedenmann, Inc. 950 N. Scott PO Box 245 Belton, MO. 64012
Phone & Fax	Phone No. 816-322-1125 Fax No. 816-322-1126
Contact Person	Jerry Wiedenmann, Jr.
Ordering Instructions	<ul style="list-style-type: none">○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.○ Requisition must include each item as a separate line item.○ Invoices will be paid against Lawson System Receiver and Purchase Order. <p>PREVAILING WAGE ORDER NO. 21, Inc #3 work will apply to work</p>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	October 27, 2014 through October 26, 2015

Bid File- Original memo
Intranet

**SERVICE AGREEMENT
FOR
REPAIR SERVICES FOR WATER, WASTEWATER & STORMWATER INFRASTRUCTURE
(RFP NO. 2013-128/1R)**

This AGREEMENT, made and entered into this 21st day of October, 2014, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Wiedenmann & Godfrey Construction, Inc., a company in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

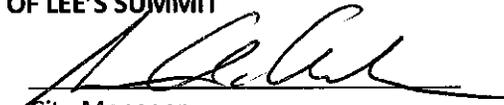
WHEREAS, Service Provider has offered to provide the services described in the RFP, in consideration of the payment terms described in the RFP and the Proposal, subject to the General Conditions described in Exhibit A; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. **Services.** The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2013-128 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); General Conditions, attached hereto as Exhibit A. Where the terms of the RFP or the Proposal conflict with anything in Exhibit A, the term of Exhibit A shall control.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. The term of this renewal Agreement shall be for a one (1) year period from October 27, 2014 through October 26, 2015. The City may, at its option, renew the Agreement for up to three (3) additional one year periods by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All items" (Urban Consumers) index CPI Rate.

CITY OF LEE'S SUMMIT



City Manager

DATE: 10/21/14

APPROVED AS TO FORM:

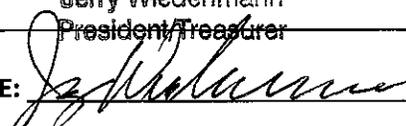


Assistant City Attorney

SERVICE PROVIDER:

Jerry Wiedenmann

President/Treasurer

TITLE: 

DATE: 10-10-14.

FORM NO. 6A: PRICE SCHEDULE

ITEM NO.	PERSONNEL	HOURLY RATE	OT RATE	WEEKEND RATE	HOLIDAY RATE
1	Project Manager	73.65	110.47	110.47	147.29
2	Supervisor	73.65	110.47	110.47	147.29
3	Foreman	69.42	104.13	104.13	138.84
4	Equipment Operator	69.01	103.52	103.52	138.02
5	Laborer	60.67	91.00	91.00	121.33
6	Shop Foreman	36.87	55.31	55.31	73.75
7	Assistant Shop Foreman	30.90	46.35	46.35	61.80
8	Truck Driver	INCLUDED WITH DUMP TRUCK RATE			
9	Other _____				
10	Other _____				
11	Other _____				

ITEM NO.	EQUIPMENT	HOURLY RATE	MOBILIZATION CHARGE
12	Excavator (model: <u>330 CAT</u>)	\$224.90	\$700-
13	Excavator (model: <u>325 CAT</u>)	176.20	\$700-
14	Dump Truck	119.25	
15	Track Loader <u>963 CAT</u>	175.00	\$700-
16	Mini Excavator (model: <u>308 CAT</u>)	65.50	\$140-
17	Bobcat <u>450-CASE</u>	42.60	
18	Rubber Tire Backhoe <u>580-CASE</u>	58.45	
19	Other <u>930 CAT</u>	73.00	\$700-
20	Other <u>PC-78 KOMATSU</u>	62.00	

(e.g. PC400, PC300, Mini Excavator, Track Loader, Bobcat, etc.)

ITEM NO.	OTHER ITEMS	HOURLY RATE
21	Pump w/ Gen Set	\$30.40
22	Pickup w/tools	23.15
23	Pavement Breaker	75.35
24	Truck (model: _____)	34.10
25	Gooseneck Trailer	11.00
26	Air Compressor & Jack Hammer	18.30
27	Other <u>TRENCH SHORING</u>	31.65
28	Other _____	

ITEM NO.	MATERIALS	
29	State the percentage that will be added to your cost for materials used for repairs.	<u>5</u> % Percentage added to cost

HOURS OF SERVICE AND CONTACT INFORMATION:	
State hours normal service is available	<u>7</u> a.m. to <u>5</u> p.m., <u>5</u> days per week
Emergency service available:	<u>12⁰¹</u> a.m. to <u>11⁵⁹</u> p.m., <u>7</u> days per week <u> </u> a.m. to <u> </u> p.m., <u> </u> days per week
State telephone number and contact person for service calls:	Name: <u>JERRY WIEDENMANN</u> Telephone Number: <u>816-0-322-1125</u> <u>816-C-589-3753</u>

WIEDENMANN, INC.
Company Name 950 N SCOTT
Address BEATON, MO, 64012
City/State/Zip

JERRY WIEDENMANN
Authorized Person (Print)
Signature [Signature]
Title PRESIDENT

EXHIBIT H

RF# 2013-128



LEE'S SUMMIT MISSOURI

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

TITLE SIGNATURE PAGE

REQUEST FOR PROPOSAL

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

NO. 2013-128

YEARLY CONTRACT TO PROVIDE REPAIR SERVICES FOR WATER, WASTEWATER, & STORMWATER INFRASTRUCTURE ON AN AS NEEDED BASIS

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE
OF 10:00 A.M. LOCAL TIME ON JUNE 17, 2013

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR JUNE 10, 2013
AT 10:00 A.M. IN THE FINANCE & PROCUREMENT CONFERENCE ROOM AT CITY HALL

City of Lee's Summit
Procurement and Contract Services Department
Attention: Katie Fritsch, Procurement Officer
220 S.E. Green Street
Lee's Summit, Missouri 64063
816-969-1082
Katie.Fritsch@cityofls.net

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit/mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an Agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name: WIEDENMANN & GOURLEY CONSTRUCTION, INC.
Address: 950 N SCOTT PO BOX 245
City/State/Zip: BENTON, MO - 64012
Telephone #: 816-322-1125 Fax #: 816-322-1126
E-mail: GENERAL@WIEDENMANNANDGOURLEY.COM

Authorized Person (Print): JERRY WIEDENMANN SR.
Signature: [Handwritten Signature]
Title: PRESIDENT
Date: JUNE 17, 2013 Fax ID #: 43-1739708
Entity Type: HEAVY / HIGHWAY / UTILITIES CONTRACTOR

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted with their proposal.

		<u>Page Number</u>
A.	TITLE SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided.	Page 3
F.	LIST OF OUTSIDE KEY SUBCONTRACTORS THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided.	Page 4
G.	REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>5 - 9</u>
H.	RESUMES: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>10 - 12</u>
I.	PROJECT APPROACH: Form 5 provided (This form must be signed and dated).	Page <u>13 - 14</u>
J.	COST: Form provided (Form 6A)	Page <u>15 - 16</u>
K.	WORK AUTHORIZATION FORM: Form provided.	Page <u>17</u>

WIEDENMANN & GODFREY

Construction, Inc.

950 N. Scott
P.O. Box 245
Belton, MD 21012
Phone (816) 322-1125
Fax (816) 322-1126
www.wiedenmanngodfrey.com

June 11, 2013

City of Lee's Summit, Division of Purchasing
220 SE Green Street
Lee's Summit, Missouri 64063

Attn: Katie Fritsch, Procurement Officer

Re: Request For Proposal No. 2013-128

LETTER OF TRANSMITTAL

1. Provider's Understanding of Services Required

Wiedenmann & Godfrey Construction, Inc. fully understands our role in providing the City of Lee's Summit emergency services on an on-call basis. We understand that time is of the essence and will endeavor to provide a prompt and timely response.

2. Added Relevant Information:

Wiedenmann & Godfrey Construction, Inc. has specialized in rehabilitation and repair since its inception in March of 1996. Over the years, we have been called upon by the many of the local municipalities to provide our emergency services and expertise in resolving the task at hand. We have always completed these repairs in a timely, professional and safe manner in the most cost-effective ways to the tax payers and the City.

We own numerous pieces of construction equipment that are regularly maintained and kept in prime condition. We also have several trench boxes and shoring equipment to maintain a safe environment for our employees. Our company service trucks are fully equipped with the needed tools to complete the task at hand.

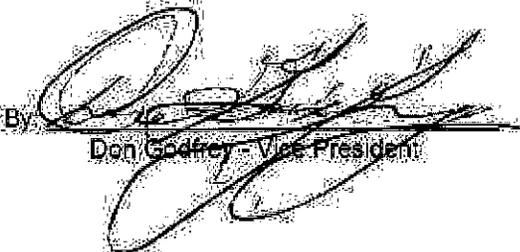
The employees have a weekly "Job Box" safety meeting and a yearly extensive safety training course which all employees are required to attend. We take a lot of pride in our employees and often refer to them as craftsmen. You will find that them to be professional, courteous and cooperative.

You will find that we are very much "Hands on Owners". With over 66 years combined experience in repair and rehabilitation work, our careers and company have always been focus on rehab work in a safe and timely manner.

We appreciate the opportunity to proceed to the next step in this RFP process.

Sincerely,
Wiedenmann & Godfrey Construction, Inc.

By: 
Jerry Wiedenmann Jr. - President

By: 
Don Godfrey - Vice President

6.

RENEWAL OPTION:

- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index (CPI-U, All Items) (Urban Consumers) index CPI rate.
- c. If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Purchasing Manager of increased costs incurred by the Contractor for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officers shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

7.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional. It will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES NO INITIALS 

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract.

There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder.

All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri.

Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Exhibit A
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Seller" means the respondent awarded a contract under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of Public Purchase, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in Public Purchase. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into Public Purchase prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller, and shown as a single line item not included in the unit price or cost of the products or services.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 048

JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$35.04	52	53	\$23.38
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/14		\$33.50	58	39	\$17.75
Carpenter	6/14		\$36.05	63	68	\$15.05
Cement Mason	6/14		\$31.08	65	4	\$17.20
Communication Technician			\$32.79	47	72	\$19.28
Electrician (Inside Wireman)			\$35.23	13	72	\$16.00 + 10%
Electrician (Outside-Line Construction/Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	65	\$5.00 + 34.5%
Groundman			\$26.46	125	65	\$5.00 + 34.5%
Elevator Constructor	6/14	a	\$42.940	26	54	\$28.335
Glazier			\$30.97	88	32	\$16.63
Ironworker	6/14		\$30.50	50	4	\$27.35
Laborer (Building):						
General	6/14		\$26.40	30	4	\$14.75
First Semi-Skilled	6/14		\$26.80	30	4	\$14.75
Second Semi-Skilled	6/14		\$27.20	30	4	\$14.75
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$33.82	46	67	\$15.05
Marble Mason	6/14		\$33.76	25	4	\$14.66
Marble Finisher			\$23.32	25	4	\$9.15
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/14		\$37.35	85	4	\$15.01
Group II	6/14		\$36.54	85	4	\$15.01
Group III	6/14		\$30.99	85	4	\$15.01
Group III-A	6/14		\$35.20	85	4	\$15.01
Group IV						
Group V	6/14		\$32.59	85	4	\$15.01
Painter	7/14		\$28.13	37	4	\$15.42
Pipe Fitter	8/14		\$41.83	2	33	\$19.32
Plasterer	6/14		\$30.75	68	4	\$14.95
Plumber	6/14		\$40.24	45	33	\$20.09
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/14		\$32.25	95	2	\$15.49
Sheet Metal Worker			\$38.89	17	22	\$18.49
Sprinkler Fitter - Fire Protection			\$34.35	14	4	\$18.77
Terrazzo Worker	6/14		\$33.76	25	4	\$14.66
Terrazzo Finisher			\$23.32	25	4	\$9.15
Tile Setter	6/14		\$33.76	25	4	\$14.66
Tile Finisher			\$23.32	25	4	\$9.15
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**JACKSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**CITY OF RAYTOWN
Request for Board Action**

Date: January 16, 2015
To: Mayor and Board of Aldermen
From: Jason Hanson, City Engineer

Resolution No.: R-2740-15

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the 79th Street and Elm Storm Drainage Improvements project low bid of Leath & Sons Inc.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received 14 sealed bids that were opened on Tuesday, January 6, 2015 at 2:00 p.m. Leath & Sons Inc. is the lowest, responsive, responsible bidder at \$78,930.00 and is being recommended for approval.

This emergency project came about after a car ran off the road a few months ago at 9209 E. 79th Street and damaged the guard rail and storm sewer. This project was quickly surveyed and designed to get it out to bid. The design was done as 2 different designs. Option A bid the project to leave in place the existing stone arch cross road culvert and to push a 54" diameter storm sewer pipe through it to carry the flow of water under 79th Street. Option B bid the project to remove the existing stone arch cross road culvert and to install a new 60" diameter storm sewer pipe in a new trench just to the west.

The apparent low bid for Option A is \$78,930.00. The apparent low bid for Option B is \$85,470.00. Staff recommends Option A since there is a difference of \$6,540.00 as well having a shorter time - frame for construction without as much 79th Street road closures and detours south to 82nd Street.

Alternatives: N/A

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount to Spend: \$78,930.00
Department: Public Works
Fund: Transportation Sales Tax Fund

Additional Reports Attached: Bid results, and bid tabulation.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LEATH & SONS INC. FOR THE 79th STREET AND ELM STORM DRAINAGE IMPROVEMENT PROJECT WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED \$78,930.00 AND AMENDING THE FISCAL YEAR 2014-2015 BUDGET BY \$78,930.00

WHEREAS, the City of Raytown (the "City") issued a invitation to bid on its 79th Street and Elm Storm Drainage Project within the City; and

WHEREAS, the Public Works Department received fourteen (14) bids in response to the invitation and has determined that the bid submitted by Leath & Sons, Inc. in the amount of \$78,930.00 for the 79th Street and Elm Storm Drainage Project was the most advantageous bid received; and

WHEREAS, the City finds Leath & Sons Inc. all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, funds for such purposes are budgeted from the Transportation Sales Tax Fund; and

WHEREAS, it is necessary to amend the fiscal year 2014-2015 Budget, adopted by Resolution No. R-2711-14 by appropriating unappropriated surplus funds to the Transportation Sales Tax Fund for such purposes in an amount not to exceed \$78,930.00 and;

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Leath & Sons Inc. in the amount of \$78,930.00 for such purposes;

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

THAT the Agreement by and between the City of Raytown and Leath & Sons Inc. in the amount of \$78,930.00 for 79th Street and Elm Storm Drainage Project within the City, attached hereto as Exhibit "A" and incorporated herein, is hereby approved; and

FURTHER THAT, it is necessary to amend the fiscal year 2014-2015 Budget, adopted by Resolution No. R-2711-14 by appropriating unappropriated surplus funds to the Transportation Sales Tax Fund for such purposes in an amount not to exceed \$78,930.00; and;

FURTHER, THAT the City Administrator, or designee, 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 20th of January, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney



BID RESULTS

79th Street & Elm Storm Drainage Imp. Project

2:00pm, Tuesday, January 6, 2015

	CONTRACTOR	Option A	Option B	<u>Bid</u> <u>Bond</u>	<u>Add.</u> <u>1</u>
1.	Leath & Sons Inc.	\$78,930.00	\$107,610.00	X	X
2.	Earthworks Excavation	\$83,027.00	\$100,048.00	X	X
3.	Wiedenmann, Inc.	\$86,885.00	\$99,684.00	X	X
4.	Richards Construction Co. Inc.	\$87,300.65	\$137,072.36	X	X
5.	Linaweaver Construction, Inc.	\$90,170.00	\$85,470.00	X	X
6.	She Digs It, LLC	\$90,447.00	\$88,184.00	X	X
7.	Blue Nile Contractors	\$93,517.02	\$97,907.94	X	X
8.	J & N Utilities, Inc.	\$106,500.00	\$137,035.00	X	X
9.	Freeman Concrete Construction, LLC	\$106,790.00	\$112,417.00	X	X
10.	Hoy Excavating LLC	\$115,964.00	\$116,383.00	X	X
11.	Redford Construction, Inc.	\$130,930.00	\$132,320.00	X	X
12.	Max Rieke & Brothers, Inc.	\$137,865.78	no bid	X	X
13.	Kissick Construction Company	\$141,075.00	\$136,620.00	X	X
14.	Midwest Heavy Construction, LLC	no bid	\$92,465.00	X	X
Engineer's Estimate		\$117,975.00	\$130,275.00		



BID TABULATION

79th Street & Elm Storm Drainage Imp.

DATE BID: Tues., January 6, 2015 at 2:00PM

OPTION A

Insert pipe thru stone arch culvert

			1		2		3		4		5		6		7	
			Leath & Sons Inc.		Earthworks Excavation		Wiedenmann, Inc.		Richard's Constr. Co.		Linaweaver Constr. Inc.		She Digs It, LLC		Blue Nile Contractors	
Item Description	Est. Qty.	Unit	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount
1. Mobilization/clearing /demo/haul away	1	LS	\$2,000.00	\$2,000.00	\$9,744.00	\$9,744.00	\$7,135.00	\$7,135.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$19,374.53	\$19,374.53
2. 54" HDPE 32.5 DR (or approved equal)	50	LF	\$320.00	\$16,000.00	\$455.00	\$22,750.00	\$150.00	\$7,500.00	\$130.00	\$6,500.00	\$600.00	\$30,000.00	\$622.00	\$31,100.00	\$491.46	\$24,573.00
3. 54" RCP End Section	2	EA.	\$5,995.00	\$11,990.00	\$3,215.00	\$6,430.00	\$1,250.00	\$2,500.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$2,445.71	\$4,891.42
4. 6' x 4' Junction Box	1	EA.	\$5,000.00	\$5,000.00	\$3,155.00	\$3,155.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$5,308.47	\$5,308.47
5. CG-1 Curb & Gutter	65	LF	\$38.00	\$2,470.00	\$29.00	\$1,885.00	\$30.00	\$1,950.00	\$53.85	\$3,500.25	\$38.00	\$2,470.00	\$39.00	\$2,535.00	\$35.95	\$2,336.75
6. Handrail	60	LF	\$160.00	\$9,600.00	\$236.00	\$14,160.00	\$250.00	\$15,000.00	\$113.34	\$6,800.40	\$150.00	\$9,000.00	\$100.00	\$6,000.00	\$92.13	\$5,527.80
7. Extend & Connect 18" RCP	1	LS	\$3,500.00	\$3,500.00	\$2,704.00	\$2,704.00	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$4,406.61	\$4,406.61
8. Extend & Connect 24" CMP	1	LS	\$3,500.00	\$3,500.00	\$1,381.00	\$1,381.00	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$4,266.17	\$4,266.17
9. Asphalt Street Repair	1	LS	\$2,310.00	\$2,310.00	\$1,344.00	\$1,344.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,011.18	\$1,011.18
10. Flowable Fill	1	LS	\$8,000.00	\$8,000.00	\$2,050.00	\$2,050.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00	\$3,941.91	\$3,941.91
11. Grouted Rip-Rap	1	LS	\$3,875.00	\$3,875.00	\$4,518.00	\$4,518.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,930.00	\$3,930.00	\$9,160.57	\$9,160.57
12. Fill Material & Grading	1	LS	\$5,000.00	\$5,000.00	\$4,906.00	\$4,906.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$3,882.00	\$3,882.00	\$5,145.78	\$5,145.78
13. Traffic Control	1	LS	\$3,685.00	\$3,685.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$2,224.59	\$2,224.59
14. Seed & Mulch	1	LS	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,348.24	\$1,348.24
Total =			\$78,930.00	\$78,930.00	\$83,027.00	\$83,027.00	\$86,885.00	\$86,885.00	\$87,300.65	\$87,300.65	\$90,170.00	\$90,170.00	\$90,447.00	\$90,447.00	\$93,517.02	\$93,517.02



BID TABULATION

79th Street & Elm Storm Drainage Imp.

DATE BID: Tues., January 6, 2015 at 2:00PM

OPTION A

Insert pipe thru stone arch culvert

			8		9		10		Engineers Estimate		11		12		13	
			J & N Utilities Inc.		Freeman Conc. Constr.		Hoy Excavating, LLC				Redford Construction Inc.		Max Rieke & Bros., Inc.		Kissick Construction Co	
Item Description	Est. Qty.	Unit	Unit Price	Est. Amount												
1. Mobilization/clearing /demo/haul away	1	LS	\$30,000.00	\$30,000.00	\$11,700.00	\$11,700.00	\$10,535.77	\$10,535.77	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$22,400.00	\$22,400.00
2. 54" HDPE 32.5 DR (or approved equal)	50	LF	\$420.00	\$21,000.00	\$650.00	\$32,500.00	\$573.60	\$28,680.00	\$1,400.00	\$70,000.00	\$1,230.00	\$61,500.00	\$519.11	\$25,955.50	\$850.00	\$42,500.00
3. 54" RCP End Section	2	EA.	\$2,500.00	\$5,000.00	\$3,160.00	\$6,320.00	\$6,078.59	\$12,157.18	\$2,500.00	\$5,000.00	\$3,200.00	\$6,400.00	\$4,956.00	\$9,912.00	\$4,400.00	\$8,800.00
4. 6' x 4' Junction Box	1	EA.	\$3,300.00	\$3,300.00	\$4,700.00	\$4,700.00	\$7,035.90	\$7,035.90	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,065.00	\$5,065.00	\$6,800.00	\$6,800.00
5. CG-1 Curb & Gutter	65	LF	\$80.00	\$5,200.00	\$56.00	\$3,640.00	\$63.47	\$4,125.55	\$25.00	\$1,625.00	\$30.00	\$1,950.00	\$44.00	\$2,860.00	\$50.00	\$3,250.00
6. Handrail	60	LF	\$65.00	\$3,900.00	\$244.00	\$14,640.00	\$251.00	\$15,060.00	\$100.00	\$6,000.00	\$260.00	\$15,600.00	\$178.34	\$10,700.40	\$110.00	\$6,600.00
7. Extend & Connect 18" RCP	1	LS	\$3,000.00	\$3,000.00	\$1,260.00	\$1,260.00	\$3,099.99	\$3,099.99	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$4,553.71	\$4,553.71	\$3,060.00	\$3,060.00
8. Extend & Connect 24" CMP	1	LS	\$3,000.00	\$3,000.00	\$2,420.00	\$2,420.00	\$1,265.86	\$1,265.86	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00	\$4,669.17	\$4,669.17	\$4,100.00	\$4,100.00
9. Asphalt Street Repair	1	LS	\$4,200.00	\$4,200.00	\$4,050.00	\$4,050.00	\$3,184.65	\$3,184.65	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$8,559.00	\$8,559.00	\$3,770.00	\$3,770.00
10. Flowable Fill	1	LS	\$5,000.00	\$5,000.00	\$7,520.00	\$7,520.00	\$10,148.43	\$10,148.43	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$7,795.00	\$7,795.00	\$4,610.00	\$4,610.00
11. Grouted Rip-Rap	1	LS	\$8,500.00	\$8,500.00	\$3,170.00	\$3,170.00	\$7,954.35	\$7,954.35	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$3,066.00	\$3,066.00	\$7,785.00	\$7,785.00
12. Fill Material & Grading	1	LS	\$8,900.00	\$8,900.00	\$9,210.00	\$9,210.00	\$5,866.80	\$5,866.80	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$9,735.00	\$9,735.00	\$21,000.00	\$21,000.00
13. Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$4,513.74	\$4,513.74	\$1,800.00	\$1,800.00	\$1,980.00	\$1,980.00	\$13,345.00	\$13,345.00	\$4,000.00	\$4,000.00
14. Seed & Mulch	1	LS	\$2,000.00	\$2,000.00	\$3,160.00	\$3,160.00	\$2,335.78	\$2,335.78	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$2,400.00	\$2,400.00
			Total = \$106,500.00		Total = \$106,790.00		Total = \$115,964.00		Total = \$117,975.00		Total = \$130,930.00		Total = \$137,865.78		Total = \$141,075.00	



BID TABULATION

79th Street & Elm Storm Drainage Imp.

DATE BID: Tues., January 6, 2015 at 2:00PM

OPTION B

New pipe to W, abandon stone arch

Item Description	Est. Qty.	Units	1		2		3		4		5		6		7	
			Linaweaver Constr. Inc.		She Digs It, LLC		Midwest Heavy Constr.		Blue Nile Contractors		Wiedenmann, Inc.		Earthworks Excavation		Leath & Sons Inc.	
			Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount
1. Mobilization/clearing /demo/haul away	1	LS	\$12,000.00	\$12,000.00	\$21,750.00	\$21,750.00	\$9,110.26	\$9,110.26	\$19,374.53	\$19,374.53	\$24,614.00	\$24,614.00	\$24,460.00	\$24,460.00	\$11,900.00	\$11,900.00
2. 60" HDPE	51	LF	\$300.00	\$15,300.00	\$368.00	\$18,768.00	\$428.25	\$21,840.75	\$528.20	\$26,938.20	\$170.00	\$8,670.00	\$268.00	\$13,668.00	\$380.00	\$19,380.00
3. 60" RCP End Section	2	EA.	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$4,234.84	\$8,469.68	\$2,859.73	\$5,719.46	\$1,650.00	\$3,300.00	\$4,014.00	\$8,028.00	\$7,200.00	\$14,400.00
4. 3' x 3' Junction Box	1	EA.	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$4,845.80	\$4,845.80	\$4,375.37	\$4,375.37	\$1,850.00	\$1,850.00	\$2,100.00	\$2,100.00	\$4,400.00	\$4,400.00
5. CG-1 Curb & Gutter	65	LF	\$38.00	\$2,470.00	\$39.00	\$2,535.00	\$39.34	\$2,557.10	\$35.95	\$2,336.75	\$30.00	\$1,950.00	\$35.00	\$2,275.00	\$38.00	\$2,470.00
6. Handrail	60	LF	\$150.00	\$9,000.00	\$100.00	\$6,000.00	\$117.95	\$7,077.00	\$92.13	\$5,527.80	\$250.00	\$15,000.00	\$236.00	\$14,160.00	\$160.00	\$9,600.00
7. Extend & Connect 18" RCP	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,091.21	\$3,091.21	\$4,406.61	\$4,406.61	\$1,650.00	\$1,650.00	\$2,704.00	\$2,704.00	\$3,500.00	\$3,500.00
8. Extend & Connect 24" CMP	1	LS	\$3,500.00	\$3,500.00	\$3,200.00	\$3,200.00	\$3,825.82	\$3,825.82	\$4,266.17	\$4,266.17	\$1,650.00	\$1,650.00	\$3,383.00	\$3,383.00	\$3,500.00	\$3,500.00
9. Asphalt Street Repair	1	LS	\$10,000.00	\$10,000.00	\$12,419.00	\$12,419.00	\$6,046.18	\$6,046.18	\$2,471.77	\$2,471.77	\$4,500.00	\$4,500.00	\$9,620.00	\$9,620.00	\$9,400.00	\$9,400.00
10. Flowable Fill	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$200.52	\$200.52	\$4,162.69	\$4,162.69	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$14,500.00	\$14,500.00
11. Grouted Rip-Rap	1	LS	\$3,500.00	\$3,500.00	\$3,930.00	\$3,930.00	\$6,081.10	\$6,081.10	\$9,160.57	\$9,160.57	\$4,500.00	\$4,500.00	\$4,518.00	\$4,518.00	\$3,875.00	\$3,875.00
12. Fill Material & Grading	1	LS	\$3,000.00	\$3,000.00	\$3,882.00	\$3,882.00	\$12,313.28	\$12,313.28	\$5,145.78	\$5,145.78	\$8,500.00	\$8,500.00	\$6,132.00	\$6,132.00	\$5,000.00	\$5,000.00
13. Traffic Control	1	LS	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$5,531.91	\$5,531.91	\$2,224.59	\$2,224.59	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,685.00	\$3,685.00
14. Seed & Mulch	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,474.39	\$1,474.39	\$1,797.65	\$1,797.65	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
Total =			\$85,470.00		\$88,184.00		\$92,465.00		\$97,907.94		\$99,684.00		\$100,048.00		\$107,610.00	



BID TABULATION

79th Street & Elm Storm Drainage Imp.

DATE BID: Tues., January 6, 2015 at 2:00PM

OPTION B

New pipe to W, abandon stone arch

Item Description	Est. Qty.	Units	8		9		Engineers Estimate		10		11		12		13	
			Freeman Conc. Constr.		Hoy Excavating, LLC		Redford Construction Inc.		Kissick Construction Co		Richard's Constr. Co.		J & N Utilities Inc.			
			Unit Price	Est. Amount												
1. Mobilization/clearing /demo/haul away	1	LS	\$12,120.00	\$12,120.00	\$28,582.98	\$28,582.98	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$22,400.00	\$22,400.00	\$32,200.00	\$32,200.00	\$30,000.00	\$30,000.00
2. 60" HDPE	51	LF	\$507.00	\$25,857.00	\$343.99	\$17,543.49	\$1,500.00	\$76,500.00	\$1,170.00	\$59,670.00	\$550.00	\$28,050.00	\$392.16	\$20,000.16	\$185.00	\$9,435.00
3. 60" RCP End Section	2	EA.	\$3,820.00	\$7,640.00	\$6,135.82	\$12,271.64	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$4,800.00	\$9,600.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00
4. 3' x 3' Junction Box	1	EA.	\$2,660.00	\$2,660.00	\$5,508.42	\$5,508.42	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$5,875.00	\$5,875.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
5. CG-1 Curb & Gutter	65	LF	\$61.00	\$3,965.00	\$59.00	\$3,835.00	\$25.00	\$1,625.00	\$30.00	\$1,950.00	\$50.00	\$3,250.00	\$185.72	\$12,071.80	\$80.00	\$5,200.00
6. Handrail	60	LF	\$240.00	\$14,400.00	\$226.69	\$13,601.40	\$100.00	\$6,000.00	\$260.00	\$15,600.00	\$110.00	\$6,600.00	\$113.34	\$6,800.40	\$65.00	\$3,900.00
7. Extend & Connect 18" RCP	1	LS	\$1,350.00	\$1,350.00	\$1,677.47	\$1,677.47	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$3,060.00	\$3,060.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
8. Extend & Connect 24" CMP	1	LS	\$2,365.00	\$2,365.00	\$4,166.55	\$4,166.55	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00	\$4,100.00	\$4,100.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
9. Asphalt Street Repair	1	LS	\$12,030.00	\$12,030.00	\$9,045.91	\$9,045.91	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$15,500.00	\$15,500.00	\$14,000.00	\$14,000.00	\$7,500.00	\$7,500.00
10. Flowable Fill	1	LS	\$7,420.00	\$7,420.00	\$1,771.92	\$1,771.92	\$7,000.00	\$7,000.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$33,000.00	\$33,000.00
11. Grouted Rip-Rap	1	LS	\$3,100.00	\$3,100.00	\$9,088.36	\$9,088.36	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$7,785.00	\$7,785.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00
12. Fill Material & Grading	1	LS	\$9,000.00	\$9,000.00	\$1,996.91	\$1,996.91	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$21,000.00	\$21,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
13. Traffic Control	1	LS	\$7,420.00	\$7,420.00	\$6,286.80	\$6,286.80	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
14. Seed & Mulch	1	LS	\$3,090.00	\$3,090.00	\$1,006.15	\$1,006.15	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00
			Total = \$112,417.00		Total = \$116,383.00		Total = \$130,275.00		Total = \$132,320.00		Total = \$136,620.00		Total = \$137,072.36		Total = \$137,035.00	

CITY OF RAYTOWN
Request for Board Action

Date: January 15, 2015

Bill No. 6378-15

To: Mayor and Board of Aldermen

Section No.: XIII

From: John Benson, Director of Development & Public Affairs

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Conduct a public hearing to consider a Conditional Use Permit application seeking to operate an Event Space on property located at 10028 East 63rd Street.

Recommendation: The Planning & Zoning Commission by a vote of 6 in favor and 0 against recommends approval of the conditional use permit subject to the following conditions, which are also stipulated in the Ordinance.

1. The occupant load within assembly area inside building shall not exceed 100 persons.
2. It shall be the obligation of the operator of the banquet facility to prevent loitering or the creation of public nuisances or disturbances of the peace by any patrons of the banquet hall on the premises of the banquet hall or the immediate vicinity of the same. Loitering, however, shall not include walking between the banquet hall building and the patron's vehicle, nor shall it include the act of waiting in line to gain admission to the banquet hall as long as the patrons are not creating public nuisance or disturbing the peace.
3. It shall be the obligation of the operator of the banquet facility to clean up all litter on the premises resulting from the banquet hall operations.
4. It shall be the obligation of the operator of the banquet facility to insure that no controlled substances are offered for sale or consumed on the club premises.
5. It shall be the obligation of the operator of the banquet facility to remove, or have removed, from the banquet premises any person who is or appears to be under the influence of or affected by the use of alcohol and/or drugs, or whose conduct poses a physical danger to the safety of others present.
6. It shall be the obligation of the operator of the banquet facility to provide proper and adequate illumination.
7. Compliance with all applicable local, state and federal laws and regulations.

Analysis: Nathan Prather, on behalf of Siatta Investments, LLC, is seeking approval of a conditional use permit application for operation of an event space / banquet hall at 10028 East 63rd Street in downtown Raytown. The proposed conditional use would allow persons, organizations, etc. to rent the subject property for special events such as weddings, bridal showers, graduation parties, birthday parties, super bowl parties, wedding anniversaries, youth dances, dance lessons, school fund raisers, community meetings and other types of gatherings.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the conditional use permit application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

Budgetary Impact: This application does not require the City to provide any funding. The proposed business is not anticipated to provide a direct increase in sales tax revenues to City.

Additional Reports Attached:

- Staff Report on this application for December 11, 2014 Planning & Zoning Commission meeting.
- Minutes of the December 11, 2014 Planning Zoning Commission meeting.

STAFF REPORT

To: The City of Raytown Planning and Zoning Commission

FROM: JOHN BENSON, AICP
DIRECTOR OF DEVELOPMENT AND PUBLIC AFFAIRS

DATE: December 11, 2014

SUBJECT: AGENDA ITEM NO. 6.B: Conditional Use Permit application for an Event Space / Banquet Hall on property located at 10028 East 63rd Street.

BACKGROUND INFORMATION

Nathan Prather, on behalf of Siatta Investments, LLC, is seeking approval of a conditional use permit application for operation of an event space / banquet hall at 10028 East 63rd Street in downtown Raytown. The proposed conditional use would allow persons, organizations, etc. to rent the subject property for special events such as weddings, bridal showers, graduation parties, birthday parties, super bowl parties, wedding anniversaries, youth dances, dance lessons, school fund raisers, community meetings and other types of gatherings.



FACTORS TO BE CONSIDERED:

In considering an application for a conditional use permit, the Zoning Ordinance specifies that the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

1. The stability and integrity of the various zoning districts.

The property to which the application applies is zoned Neighborhood Commercial and Planned District Overlay (NC-P) and is located in an area that is comprised of commercial uses. The following more specifically describes the uses and zoning near the subject property.

North: Vacant land, which is owned by the city, is located to the north (rear) of the property. The area to the north is zoned as Neighborhood Commercial and Planned District Overlay (NC-P).

South: 63rd Street abuts the south side of the subject property. An office building housing Bank of America and other office uses is located on the south side of 63rd Street. The area to the south is zoned Neighborhood Commercial (NC).

East: The Fraternal Order of Police is located directly to the east with other commercial uses located further to the east. The area immediately to the east is zoned Neighborhood Commercial District and Planned District Overlay (NC-P) with the area further to the east being zoned Neighborhood Commercial District.

West: A vacant storefront and office uses are located to the west. The vacant store front immediately to the west is zoned Neighborhood Commercial District and Planned District Overlay (NC-P) with other properties further to the west being zoned Neighborhood Commercial (NC).

2. Conservation of property values.

As previously stated, the conditional use proposes to re-establish a use that was on the subject property from 2003 through 2013. Staff is not aware of any negative impacts that the previous use had on property values in the area.

3. Protection against fire and casualties.

The applicant has provided a drawing depicting the building floor plan, which is attached. The applicant has met with the city's Building Official and Fire Chief who have also reviewed the floor plan and found that they will comply with the City and Fire District's adopted 2012 ICC Building and Fire Codes. Based upon the type of use and size of the building interior the Building code specifies that the occupant load of the assembly area cannot exceed 100 persons. In addition, the building is inspected by the Raytown Fire Protection District on an annual basis to ensure that it is compliance with the adopted fire code.

4. Observation of general police regulations.

When the previous conditional use permit application was considered in 2003 some of the concerns raised at that time included the possibility of loitering outside of the building in which the banquet hall would be located, and /or creation of nuisances or disturbing the peace during parties, dances, etc. These same concerns were raised again in 2008 when the conditional use permit was again considered for renewal. In order to ensure that these issues did not create problems the following were made conditions of approval of the previous conditional use permit approvals:

A. It shall be the obligation of the operator of the banquet facility to prevent loitering or the creation of public nuisances or disturbances of the peace by any patrons of the banquet hall on the premises of the banquet hall or the immediate vicinity of the same. Loitering, however, shall not include walking between the banquet hall building and the patron's vehicle, nor shall it include the act of waiting in line to gain admission to the banquet hall as long as the patrons are not creating public nuisance or disturbing the peace.

- B. It shall be the obligation of the operator of the banquet facility to clean up all litter on the premises resulting from the banquet hall operations.
- C. It shall be the obligation of the operator of the banquet facility to insure that no controlled substances are offered for sale or consumed on the club premises.
- D. It shall be the obligation of the operator of the banquet facility to remove, or have removed, from the banquet premises any person who is or appears to be under the influence of or affected by the use of alcohol and/or drugs, or whose conduct poses a physical danger to the safety of others present.
- E. It shall be the obligation of the operator of the banquet facility to provide proper and adequate illumination
- F. Compliance with all applicable City of Raytown codes and ordinances, which includes the City's building and fire codes.

It should be noted that the previous applicants complied with all these conditions and, to staff's knowledge, none of the concerns actually occurred while the previous banquet hall was in operation. It is the recommendation of staff that if this application is approved that approval be subject to these same conditions.

5. Prevention of traffic congestion.

The applicants have indicated that occupancy of the event space / banquet hall will be limited to less than 100 persons. The occupancy level of the previous banquet hall that operated at this location was limited to 297 persons. Therefore, the number of persons that may come to the property will substantially less than previous. Therefore the amount of traffic generated will also be less. Staff is not aware of any traffic congestion issues that were caused by the previous banquet hall. Therefore it is not anticipated that the proposed use will cause any traffic congestion problems in the surrounding area.

In addition, Blue Ridge Boulevard, Raytown Road and 63rd Street all provide access to the property on which the conditional use is proposed, which are classified as arterial and collector roadways in the City's Comprehensive Plan. The Public Works Department has reviewed the application and determined that the existing roadways are sufficient to serve the proposed development.

6. Promotion of traffic safety and the orderly parking of motor vehicles.

Parking for the previous use in the past was provided by parking along the alley located to the rear of the property as well as on street parking and in the surrounding area such as at the Bank of America parking lot and / or at Raytown Park Plaza.

7. Promotion of the safety of individuals and property.

As previously stated, a drawing depicting the building floor plan and the exits from inside the building is attached. Based upon the drawing the building / use will comply with the existing requirements, as specified in the City and Fire District's adopted Building and Fire Codes. In addition, the building is inspected by the Raytown Fire Protection District on an annual basis to ensure that it is compliance with the adopted fire code.

8. Provision for adequate light and air.

The proposed conditional use would be located inside an existing building. Therefore, the proposed use will not affect the provisions for adequate light and air.

9. Prevention of overcrowding and excessive intensity of land uses.

The proposed conditional use would be located inside an existing building. Additionally, the same type of use has been in existence since 2003. Based upon the history of the previous similar use it does not appear that it will result in overcrowding or an excessively intense land use.

10. Provision for public utilities and schools.

Because the property is developed all necessary utilities are available to serve the site. Additionally, the proposed use will not have an impact on the schools in Raytown.

11. Invasion by inappropriate uses.

The use has been in existence since 2003. Based upon its history at this location it does not appear that the proposed use is an inappropriate use for the downtown area. Rather the use will help bring people to downtown Raytown, which can help support other businesses in the downtown area.

12. Value, type and character of existing or authorized improvements and land uses.

No improvements are proposed as part of the conditional use permit as it is to be located in an existing building. The proposed use appears to be in keeping with the type of uses desired for the Raytown Central Business District (CBD) as it will help bring people to the CBD, which can help support other businesses in the CBD as well as other areas of Raytown.

13. Encouragement of improvements and land uses in keeping with overall planning.

No improvements are proposed as part of the conditional use permit as it is to be located in an existing building. The proposed use appears to be in keeping with the type of uses desired for the Raytown Central Business District (CBD) as it will help bring people to the CBD, which can help support other businesses in the CBD as well as other areas of Raytown.

14. Provision for orderly and proper renewal, development and growth.

It appears that allowing the proposed use will help attract people to the Raytown CBD, which can help promote the renewal, development and growth of the CBD.

STAFF RECOMMENDATION

It is the recommendation of staff that the application be approved subject to the following conditions:

1. The occupant load within assembly area inside building shall not exceed 100 persons.
2. It shall be the obligation of the operator of the banquet facility to prevent loitering or the creation of public nuisances or disturbances of the peace by any patrons of the banquet hall on the premises of the banquet hall or the immediate vicinity of the same. Loitering, however, shall not include walking between the banquet hall building and the patron's vehicle, nor shall it include the act of waiting in line to gain admission to the banquet hall as long as the patrons are not creating public nuisance or disturbing the peace.
3. It shall be the obligation of the operator of the banquet facility to clean up all litter on the premises resulting from the banquet hall operations.
4. It shall be the obligation of the operator of the banquet facility to insure that no controlled substances are offered for sale or consumed on the club premises.
5. It shall be the obligation of the operator of the banquet facility to remove, or have removed, from the banquet premises any person who is or appears to be under the influence of or affected by the use of alcohol and/or drugs, or whose conduct poses a physical danger to the safety of others present.
6. It shall be the obligation of the operator of the banquet facility to provide proper and adequate illumination
7. Compliance with all applicable local, state and federal laws and regulations.

CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING
MINUTES

December 8th, 2014
7:00 pm
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

Ms. Hartwell welcomed all the Planning and Zoning Meeting.

2. Call meeting to order and Roll Call

Ms. Hartwell called the meeting to order, Ms. Stock took roll call.

Wilson	Absent	Jimenez	Absent	Stock	Present
Bettis	Absent	Robinson	Present	Lightfoot	Present
Hartwell	Present	Dwight	Present	Meyers	Present

3. Approval of Minutes of November 13, 2014 Meeting Minutes

Motion was made to approve November 13, 2014 minutes by Mr. Meyers, seconded by Ms. Stock, motion passed unanimously.

4. Approval of Minutes of December 4, 2014 Meeting Minutes

Motion was made to approve the December 4, 2014 minutes by Mr. Lightfoot, seconded by Ms. Stock, motion passed unanimously.

5. Old Business.

A. Application: Conditional Use Permit Application that seeks to operate an auto sales business at 8216 Westridge Road.

Case No: PZ-2014-008

Applicant: Shawn Stangle on behalf of Rick Stangl

1. Open the Public Hearing

Ms. Hartwell opened the public hearing of PZ-2014-008 and asked Mr. Benson if this application was to be considered at this meeting.

Mr. Benson stated the application was not ready to be considered at the meeting as the applicant was gathering information on the history of their auto sales business.

6. New Business

A. Application: Conditional Use Permit Application for an Event Space/ Banquet Hall on the property located at 10028 East 63rd Street
Case No.: PZ-2014-008
Applicant: Nathan Prather on behalf of Sietta Investments

1. Open Public Hearing

Ms. Hartwell opened the Public Hearing for PZ-2014-009

2. Explain Procedure for a Public Hearing and swear-in speakers

Attorney Kapke swore in all that were speaking.

3. Ms. Hartwell entered the following exhibits into the record:

- a. Conditional Use Permit Application submitted by applicant
- b. Site Development Plan submitted by applicant
- c. Publication of Notice of Public Hearing in Daily Record Newspaper
- d. Public Hearing Notices sent to property owners within 185-feet of subject property
- e. City of Raytown Zoning Ordinance, as amended
- f. City of Raytown Comprehensive Plan
- g. Staff Report on application for December 11, 2014 Planning & Zoning Commission meeting
- h. Letter from Neil Clevenger in support of the Event Center Business

4. Explanation of any exparte' communication from Commission members regarding the application.

None

5. Introduction of Application by Staff

Mr. Benson introduced application of P&Z 2014-009 and application for the operation of an Event Space/ Banquet Hall at 10028 E. 63rd Street in Downtown Raytown.

6. Presentation of Application By Applicant

Nathan Prather introduced himself to the board. Nathan Prather, 7108 North Park Avenue, Gladstone, MO. Mr. Prather introduced Melony Morrissey of 11235 Calico Drive, Kansas City, MO.

Mr. Prather stated that Ms. Morrissey will be occupying the event space for the use of an event center/ banquet hall. She stated she will be holding events for 6th, 7th and 8th grade students on Friday and Saturday nights. She stated Raytown is a small town and she is doing this for the kids as there are not a lot of activities for this age group. She feels it will enhance the business around the event center. The building has already been inspected and is ready to go. They will not need a lot of parking as it will primarily be a drop off and pick up situation for the kids.

Mr. Meyers asked if there were two entrances to the building.

Ms. Morrissey stated there are 5 doors to the building. She stated there will be a system to the children coming and going because she likes things very organized and structured.

Mr. Lightfoot asked if she agreed with all the staff recommendations if this application were to pass.

Mr. Morrissey stated they do agree with all the staff recommendations.

Mr. Lightfoot asked what the hours of operation would be.

Ms. Morrissey stated the hours would typically be 6:30 to 10:00 pm except on holidays.

Ms. Dwight asked what kind of activities would be provided for the events.

Ms. Morrissey stated it will be an event with kid activities, maybe a pool table and video games things like that.

Ms. Dwight asked if there was a fee for this event.

Ms. Morrissey stated five dollars per child.

7. Request for Additional Public Comment

None

8. Additional Comment from Applicant

None

9. Additional Staff Comments and Recommendation

Mr. Benson stated staff recommends approval of this application with the seven Recommendations. Ms. Hartwell asked if this is going to be for 6th, 7th, and 8th grade students is there an alcohol license going to be given to this location for adults.

Mr. Benson stated not for the students but there could be for other parties or events.

Ms. Dwight asked what happens if they can't control all the recommendations.

Mr. Benson stated City Staff would talk to the applicants and let them try to resolve the problem if continues to happen the City could repeal the Conditional Use Permit which the applicants could then appeal

Ms. Hartwell asked what the other owners used this center for.

Mr. Benson stated they had teen dances, rented it out for parties, and we as the City rented it for some public meetings.

Ms. Hartwell asked if Mr. Benson knew why they closed.

Mr. Benson stated he did not know the reason that the center closed.

Mr. Lightfoot asked if there were going to be older children in the event.

Ms. Morrissey stated no just 6th, 7th, and 8th grade children. Her husband, herself and a few workers.

10. Board Discussion

None

11. Close Public Hearing

Ms. Hartwell closed the Public Hearing.

12. Board Decision to Approve, Conditionally Approve or Deny the Application.

Mr. Lightfoot made a motion to approve P&Z 2014-009 with staff recommendation, Ms. Dwight seconded the motion.

Vote was taken:

Stock	Yes
Lightfoot	Yes
Hartwell	Yes
Robinson	Yes
Dwight	Yes
Meyers	Yes

Motion Carried 6-0

- B. Application: Conditional Use Permit Application that seeks to operate a Financial Institution business at 9480 E. 350 Highway.
Case No.: PZ-2014-11
Applicant: Russ Ehnen on behalf of Raytown Square Center

1. Open Public Hearing

Ms. Hartwell opened the Public Hearing

2. Explain Procedure for a Public Hearing and swear-in speakers

Attorney Kapke swore in all that were speaking.

3. Ms. Hartwell introduced the following exhibits in the record

- a. Conditional Use Permit Application submitted by applicant
- b. Site Development Plan submitted by applicant.
- c. Publication of Notice of Public Hearing in Daily Record Newspaper ad.
- d. Public Hearing Notices sent to property owners within 185-feet of subject property
- e. City of Raytown Zoning Ordinance, as amended
- f. City of Raytown Comprehensive Plan
- g. Staff Report on application for December 11, 2014 Planning & Zoning Commission meeting

4. Explanation of any exparte' communication from Commission members regarding the application.

None

5. Introduction of Application by Staff

Mr. Benson introduced PZ-2014-011 to the Board. A Conditional Use Permit Application seeking to operate a Financial Institution on property located at 9480 Highway 350 in the

Center 63 Shopping Center. Mr. Benson then turned the presentation over to a Springleaf representative.

6. Presentation of Application by Applicant

Jennifer Ann Wander, 707 E 5th Street, Kansas City, MO, introduced herself and stated they are currently located in the Center 63 Shopping Center. Their wish is to maintain their business in the City of Raytown so they would like to move to the new location. They have been in Raytown for twenty five years and they have personal ties to the City as the staff's children attend Raytown Schools.

7. Request for Additional Public Comment

None

8. Additional Comment from Applicant

None

9. Additional Staff Comments and Recommendation

Mr. Benson stated that Staff recommends approval of P&Z 2014-011 with two recommendations.

- a. The financial institution hereby approved shall be operated inside the approved tenant space located on the premises and may not move to a different location or expand without first obtaining approval in accordance with the provisions for conditional use permits as specified by the City of Raytown Zoning Ordinance.
- b. Compliance with all applicable ordinances and codes of the City of Raytown, the State of Missouri and the United States.

10. Board Discussion

None

11. Close Public Hearing

Ms. Hartwell closed the Public Hearing

12. Board Decision to Approve, Conditionally Approve or Deny the Application.

Ms. Stock made a motion to approve application P&Z 2014-011 with the two staff recommendations. Ms. Dwight seconded the motion.

Vote was taken:

Meyers Yes
Robinson Yes
Stock Yes
Lightfoot Yes
Dwight Yes
Hartwell Yes

Motion Carried 6-0

6. Other Business

Mr. Benson stated that election for officers at their next meeting would be held.

7. Planning Project Reports:

Ms. Hartwell asked if he had any new updates for the board.

Mr. Benson said that Family Dollar has submitted their final plans and are getting further along earlier than expected.

Mr. Meyer asked if the only application for the next meeting was Steve's Auto.

Mr. Benson stated yes.

8. Set Future Meeting Date. - Thursday, January 8th, 2015 at 7:00pm

9. Adjourn.

Ms. Lightfoot made a motion to adjourn, Ms. Stock seconded the motion.

Motion Carried

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE AN EVENT SPACE ON PROPERTY LOCATED AT 10028 EAST 63rd STREET IN RAYTOWN, MISSOURI

WHEREAS, Nathan Prather, on behalf of Siatta Investments, LLC, is seeking approval of a conditional use permit application for operation of an event space at 10028 East 63rd Street; and

WHEREAS, pursuant to City Code Chapter 50, Article V of the City of Raytown Code of Ordinances, application no. PZ-2014-008, was referred to the Planning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held said public hearing on December 11, 2014; and

WHEREAS, at the conclusion of said public hearing the Planning Commission by a vote of six (6) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit Application be approved subject to certain conditions; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on January 6, 2015 and January 20, 2015; and

WHEREAS, based on all of the information presented the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to grant said Conditional Use Permit subject to certain conditions;

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

SECTION 1 – GRANT OF CONDITIONAL USE PERMIT. That a Conditional Use Permit is hereby granted to Siatta Investments, LLC, for operation of an event space / banquet hall at 10028 East 63rd Street, as legally described in Exhibit “A”, subject to the conditions set forth in Section 2.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply to the granting of this Conditional Use Permit.

- A. The occupant load within assembly area inside building shall not exceed 100 persons.
- B. It shall be the obligation of the operator of the banquet facility to prevent loitering or the creation of public nuisances or disturbances of the peace by any patrons of the banquet hall on the premises of the banquet hall or the immediate vicinity of the same. Loitering, however, shall not include walking between the banquet hall building and the patron’s vehicle, nor shall it include the act of waiting in line to gain admission to the banquet hall as long as the patrons are not creating public nuisance or disturbing the peace.
- C. It shall be the obligation of the operator of the banquet facility to clean up all litter on the premises resulting from the banquet hall operations.
- D. It shall be the obligation of the operator of the banquet facility to insure that no controlled substances are offered for sale or consumed on the club premises.
- E. It shall be the obligation of the operator of the banquet facility to remove, or have removed, from the banquet premises any person who is or appears to be under the influence of or affected by

the use of alcohol and/or drugs, or whose conduct poses a physical danger to the safety of others present.

F. It shall be the obligation of the operator of the banquet facility to provide proper and adequate illumination.

G. Compliance with all applicable local, state and federal laws and regulations.

SECTION 3 – FAILURE TO COMPLY. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute violations of both this ordinance and the City’s Comprehensive Zoning Code and shall be cause for revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

BILL NO. ____-15

ORDINANCE NO. ____-15

SECTION NO. XIII

Exhibit "A"

Lots 11, 12 and 13, Rieder's Subdivision, Jackson County, Missouri.

Case Number 2014-009
Date Received 11/4/14
Map Page _____

**CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT**

PART I Background Information

1. This request applies to property at the following address:

10028 E 63rd St Raytown, MO 64113

2. The name(s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
<u>Saitta Investments, LLC</u>	<u>5506 Independence Ave</u>	<u>(816) 483-5678</u>
	<u>KC MO 64123</u>	

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone
<u>Nathan T. Pratter</u>	<u>5004 NE Antioch Rd Ste E</u>	<u>(816) 217-8023</u>
	<u>Highway MO 64119</u>	

4. The property is currently being used for the following purposes:

Vacant, Event Space Pending

5. Zoning classification of the property: Neighborhood Commercial District

6. Specify the use desired for the property: Event Space

7. Please list all existing structures and their heights located on the property:

<u>Structure</u>	<u>Height</u>
<u>Building</u>	<u>14'</u>

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

[Signature] _____

Melanie Morrissey

City of Raytown Application for Conditional Use Permit

Part II Conditional Use Permit Information

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

The proposed use will keep with the character of the neighborhood given that up until a year ago, this property was being used for the same use we are requesting today. WalNic's, the previous Tenant to occupy this location did so for over 12 years. Unfortunately, the Ownership chose to close up and move on to other endeavors or we feel they would still be there today. With the success that WalNic's had, we feel that a similar use will provide the same success for both, Business and Community.

B. The proposed use will be consistent with the uses and zoning on nearby parcels because:

The proposed use will not be consistent with the uses and zoning on nearby parcels because we are in the CBD which is typically comprised of office users/Tenants. However, with the current office market and vacancy rate in Raytown, it is difficult to procure an office user for this location. Although the use will not be consistent, we feel that because of the vacancy around the CBD, this use may create other potential business in which to work with this one synergistically to create a more powerful downtown than what currently exists.

C. This property is more suited for the proposed use than its current uses because:

This property is more suited for the proposed use because that is what it has been over the last 12 years. There are some changes that need to take place in an effort to keep it safer than it was which will be implemented by the NEW ownership but they are minor. As you can see from the Floor plan, the space is move-in ready for an Event Space. The current use asks for an office user; however, there aren't many office users in this area. The average time a commercial office property sits on the market vacant in Raytown is better than 20 months, research provided by CoStar Commercial Real Estate Information Company. This particular property has been on the market for lease better than 12 months already. We have a user for a rate that the ownership is in agreement with and our goal is to draw more attention to this location and surrounding locations by placing a Tenant there.

D. The proposed conditional use could have the following detrimental effects on nearby parcels.

Given the operating hours of the business, we don't feel there will be any detrimental effects on nearby parcels. The hours of operation will be Fridays and Saturdays from 6:30pm to 10:00pm and Special Events to be coordinated on a case by case basis.

E. Prior to submitting this application, the property has been vacant for:

349 Days as of November 5, 2014.

F. If the application is denied, the property owner(s) will face the following hardships:

The property owner as well as the City will miss out on an opportunity to help a young business get established and help the children of Raytown have a place to go and stay out of trouble. In addition, we will face at least another 12 months of vacancy in this location, possibly longer. This will cause the ownership financial hardship as he will be making payments on a property, both taxes and note, without having any returns whatsoever.

G. Public facilities and utilities are adequate to serve the proposed use as follows:

Given the floor plan and the previous Tenant's use, we feel that the utilities are adequate to serve this proposed use. In addition, we will be cutting down the occupancy load from its current count of 299 to fewer than 100 per the 2012 International Fire Code.

H. Additional Comments:

After review of the Demographics, roughly 18% of the population in the 1-5 mile radius is under the age of 20 years old, information obtained by CoStar Commercial Real Estate Information Company. Given the sheer size of this demographic and no other event spaces in the area to accommodate this age group, we ask that you allow this use, not only for the business operators and building owner, but for the City of Raytown. The current ownership of this business has the ability and will work hard to create a great Community reputation and will do their best to work with other businesses in the City to coordinate an effort and work synergistically to maximize potential for the residents of Raytown.

CODE ANALYSIS:

LOCATION:
10028 E 63RD STREET
RAYTOWN, MO 64123

BUILDING OWNER:
SAITTA INVESTMENTS, LLC
5500 INDEPENDENCE AVE.
KANSAS CITY, MO 64123

ARCHITECT:
H2B ARCHITECTS
1800 BALTIMORE
KANSAS CITY, MO 64108
816.979.1800

BUILDING DESCRIPTION:
EXISTING ONE-STORY (NO BASEMENT)
NOT SPRINKLED
EXTERIOR WALLS - MASONRY
FIRST FLOOR - CONCRETE SLAB ON GRADE
STRUCTURE - EXPOSED STEEL COLUMNS &
MASONRY BEARING WALLS
ROOF: WOOD JOISTS

APPLICABLE CODES:
INTERNATIONAL BUILDING CODE (IBC), 2012 EDITION
INTERNATIONAL CODE FOR EXISTING BUILDINGS
(IEBC), 2012 EDITION
INTERNATIONAL MECHANICAL CODE (IMC), 2012
EDITION
INTERNATIONAL PLUMBING CODE (IPC), 2012 EDITION
INTERNATIONAL FIRE CODE (IFC), 2012 EDITION
NATIONAL ELECTRICAL CODE (NEC), 2011 EDITION
INTERNATIONAL ENERGY CONSERVATION CODE
(IECC), 2012 EDITION
AMERICAN WITH DISABILITIES ACT ACCESSIBILITY
GUIDELINES FOR BUILDINGS AND FACILITIES
(ADDAAG) - 1991 EDITION

**CONSTRUCTION TYPE AND USE
TYPE III-B**

USE GROUP, AREAS & OCCUPANCY LOAD
A-2, BANQUET HALL

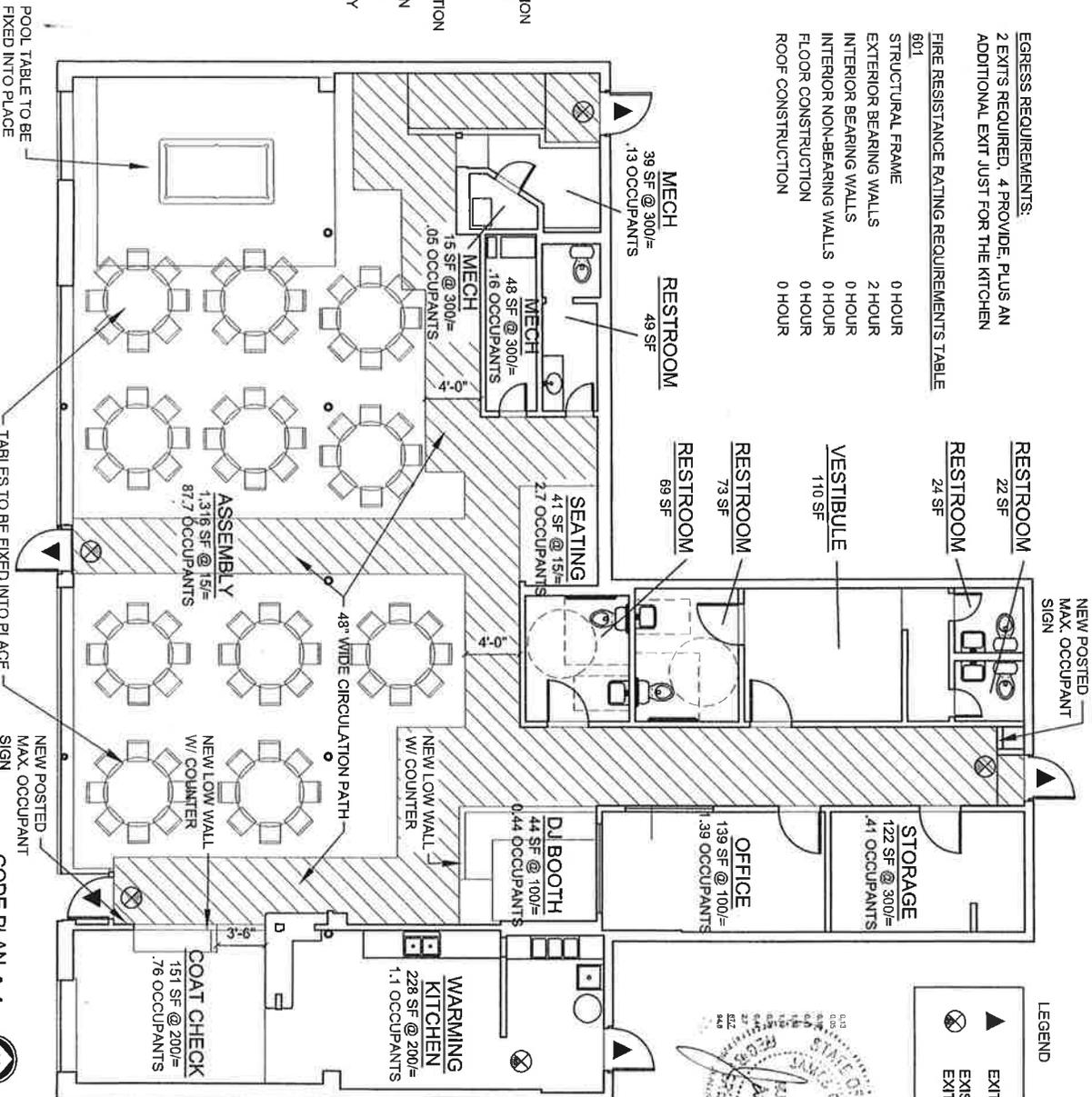
AREA
3,590 GROSS SQUARE FEET

OCCUPANT LOAD
SEE PLAN FOR BREAKDOWN
TOTAL = 95 OCCUPANTS

EGRESS REQUIREMENTS:
2 EXITS REQUIRED, 4 PROVIDE, PLUS AN
ADDITIONAL EXIT JUST FOR THE KITCHEN

FIRE RESISTANCE RATING REQUIREMENTS TABLE

601	STRUCTURAL FRAME	0 HOUR
	EXTERIOR BEARING WALLS	2 HOUR
	INTERIOR BEARING WALLS	0 HOUR
	INTERIOR NON-BEARING WALLS	0 HOUR
	FLOOR CONSTRUCTION	0 HOUR
	ROOF CONSTRUCTION	0 HOUR



LEGEND

- ▲ EXIT
- ◻ EXISTING
- ⊗ EXIT SIGN



EVENT SPACE, CODE PLAN

10028 E 63RD STREET
RAYTOWN, JACKSON CO., MISSOURI 64123

PROJECT:
10028 E 63RD STREET
RAYTOWN, MO 64123

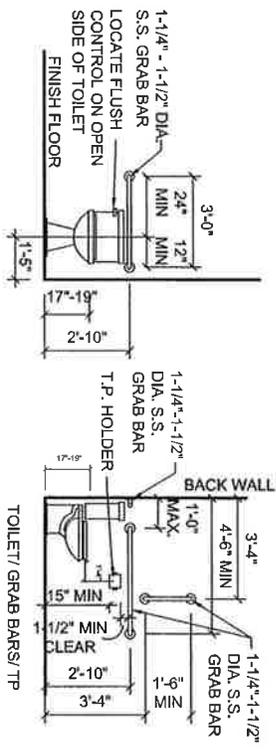
DATE: 10.01.14
JOB NO.: 0989
SHEET: A101

H2B architects

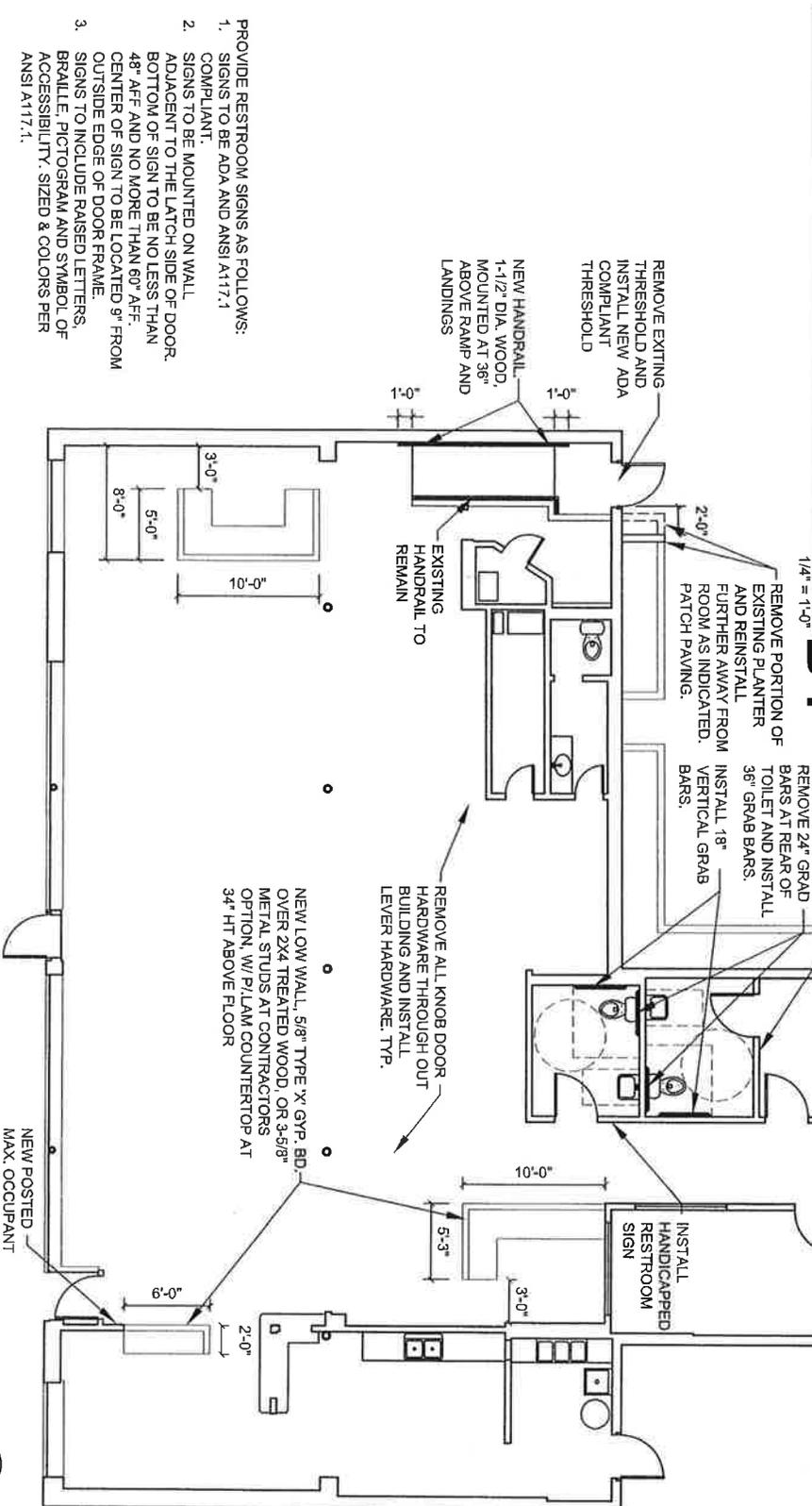
H2B architects, Inc.
1800 Baltimore Ave
#1 South
Kansas City, MO 64108
816.979.1800
www.h2barch.com

REVIEW:
DATE: 10.01.14
JOB NO.: 0989
SHEET: A101

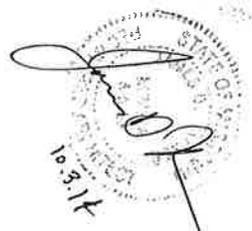
DATE: 10.01.14
JOB NO.: 0989
SHEET: A101



ADA MOUNT HTS. & LOCATIONS B4



1. PROVIDE RESTROOM SIGNS AS FOLLOWS:
SIGN TO BE ADA AND ANSI A117.1 COMPLIANT.
2. SIGN TO BE MOUNTED ON WALL ADJACENT TO THE LATCH SIDE OF DOOR. BOTTOM OF SIGN TO BE NO LESS THAN 48" AFF AND NO MORE THAN 60" AFF. CENTER OF SIGN TO BE LOCATED 9" FROM OUTSIDE EDGE OF DOOR FRAME.
3. SIGN TO INCLUDE RAISED LETTERS, BRAILLE, PICTOGRAM AND SYMBOL OF ACCESSIBILITY. SIZED & COLORS PER ANSI A117.1.



H2B architects, Inc.
1300 Baltimore Ave
Kansas City, MO 64108
816.271.8100
www.h2barchitect.com



PROJECT:
EVENT SPACE, CODE PLAN
10028 E 63rd STREET
RAYTOWN, JACKSON CO., MISSOURI 64123

DATE: 10.01.14
JOB NO.: 0989
SHEET:
A102

DATE: 10.01.14
JOB NO.: 0989
SHEET:
A102

CODE PLAN A1



JCR0-07/31/00



2000I 0049551

JACKSON COUNTY DEPARTMENT OF RECORDS
308 WEST KANSAS
INDEPENDENCE, MO 64050

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

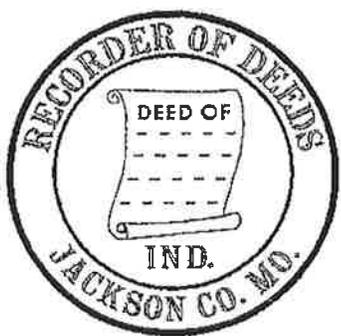
TYPE OF INSTRUMENT: PARTIAL PRINCIPALS IDENTIFIED FROM DOCUMENT FOR DOCUMENT TRACKING PURPOSES
WD KOPP DON SR SAITTA INVESTMENTS LLC
BRIEF PROPERTY DESCRIPTION: LTS 11 - 13 RIEDER'S

NOTE: Document information on this certification sheet is furnished as a convenience only, and in the case of any discrepancy between same and the attached instrument, the attached instrument governs. The Recorder's official Grantor/Grantee indices are created from the information contained in the actual instrument attached hereto.

STATE OF MISSOURI)
SS.
COUNTY OF JACKSON)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages (this page inclusive), was filed for record in my office on the 28 day of July, 2000, at 10:10:06 and is truly recorded as the document number shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Fees:	
MO HOUSING TRUST FUND 001-2473	\$3.00
HOMELESS 043-250-2195	\$3.00
RECORDING FEE	\$11.00
USER FEE	\$4.00

Mary N. Murphy

Director of Records
Jackson County, MO

A. Garmon
Recording Deputy

Recording Fee: \$21.00
(Paid at time of Recording)

Return to:
OLD REPUBLIC TITLEC
1300 BALTIMORE AVE
KANSAS CITY, MO 64105

Document Number / Book & Page:
2000I 0049551 (1 - 3)

PLEASE DO NOT REMOVE THIS PAGE FROM THE DOCUMENT

2000 J 89551

JCRO - 07/31/98

00070301-3 CM
Old Republic Title

MISSOURI
WARRANTY DEED

THIS INDENTURE, Made on the 27th day of July, A.D., Two Thousand,
by and between

Don Kopp, Sr., a single person

of the County of Johnson , State of Kansas, party of the first part, and

Saitta Investments, L.L.C., a Missouri Limited Liability Company,

of the County of Jackson, State of Missouri, party of the second part, (Mailing address of
said first named grantee is 5500 Independence Avenue, Kansas City, MO 64123)

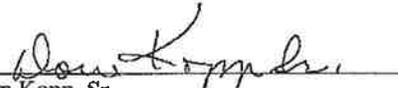
WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration
of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE
CONSIDERATION to him paid by said party of the second part (the receipt of which is
hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and
Confirm unto the said party of the second part it's successors and assigns, the following
described lots, tracts or parcels of land lying, being and situate in the County of Jackson
and State of Missouri, to-wit:

Lots 11, 12 and 13, RIEDER'S SUBDIVISION, a subdivision in Raytown, Jackson
County, Missouri.

Subject to covenants, conditions, restrictions, reservations and easements, if any, now of
record.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights,
privileges, appurtenances and immunities thereto belonging or in any wise appertaining
unto the said party of the second part and unto it's successors and assigns forever; the said
party of the first part hereby covenanting that he is lawfully seized of an indefeasible
estate in fee of the premises herein conveyed; he has good right to convey the same; that
the said premises are free and clear from any incumbrance done or suffered by him or
those under whom he claims, and he will warrant and defend the title to the said
premises unto the said party of second part and unto it's successors and assigns forever,
against the lawful claims and demands of all persons whomsoever; except as hercinbefore
stated and except all taxes, general and special, not now due and payable.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand
and seal the day and year last above written.


Don Kopp, Sr.

JCRO- 07/31/00

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Jackson)ss.

On this 27th day of July, 2000 before me, a Notary Public in and for said state, personally appeared Don Kopp, Sr. a single person, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

Carrie A. Mecklenburg
Notary Public in and for said
County and State

My Commission Expires:

CARRIE A. MECKLENBURG
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Aug. 1, 2003

2000 JUL 27 PM 4:00
STATE OF MISSOURI
JACKSON COUNTY
CARRIE A. MECKLENBURG
NOTARY PUBLIC



Search Results > Property Summary

Property Account Summary

Links: [Segregation/Merge Data](#) [Where are my tax dollars going?](#)

Parcel Number	45-120-09-19-00-0-00-000	Property Address	10028 E 63RD ST , RAYTOWN, MO 64133
---------------	--------------------------	------------------	-------------------------------------

General Information

Property Description	RIEDERS SUB ALL OF LOTS 11 12 & 13
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022

Property Characteristics

Property Class	2010
----------------	------

Parties

Role	Percent	Name	Address
Taxpayer	100	SAITTA INVESTMENTS LLC	5500 INDEPENDENCE AVE, KANSAS CITY, MO 64123 UNITED STATES
Owner	100	SAITTA INVESTMENTS LLC	5500 INDEPENDENCE AVE, KANSAS CITY, MO 64123 UNITED STATES
Mortgage Company	100	CENTRAL BANK OF KC	2301 INDEPENDENCE AVE, KANSAS CITY, MO 64124 UNITED STATES

Property Values

Value Type	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011	Tax Year 2010
Market Value Total	100,300	100,300	104,324	104,324	118,072
Taxable Value Total	32,096	32,096	33,384	33,383	37,783
Assessed Value Total	32,096	32,096	33,383	33,383	37,783

If you wish to pay your property taxes on-line now, press the "Add To Payment List" Button. If you wish to pay multiple parcels with a single payment click the "Search for Additional Property to Pay" Button on the next page.

If you wish to pay your property taxes by mail, please make checks payable to: "Jackson County Collector". Be sure to include the Parcel Account number(s) on your payment and send to: Jackson County Collector, 415 E. 12th Street, Suite 100, Kansas City, MO 64106.

For any questions or assistance, please contact the Taxpayer Services Unit at (816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

Payment Options

Tax Year	Payment Option	Due Date	Principal	Interest, Penalties and Fees	Total Due	Cumulative Due	Select to Pay
2014	1	12/31/2014	3,414.37	0.00	3,414.37	3,414.37	<input type="radio"/>

[Add To Payment List](#)

[View Detailed Statement](#) Detailed information about taxes and all other charges displayed above.

[Calculate Future Payoff](#) Taxes, interest, penalties and fees due on a specific future date.

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	24.170000
CITY - RAYTOWN	177.140000
FIRE DISTRICT - RAYTOWN	330.590000
JACKSON COUNTY	165.010000
MENTAL HEALTH	39.250000
METRO JUNIOR COLLEGE	76.200000
MID-CONTINENT LIBRARY	102.710000

RAYTOWN SCHOOL C-II	2,028.470000
STATE BLIND PENSION	9.630000
REPLACEMENT TAX	461.220000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
01/02/2014 10:54	<u>8425194</u>	13,150.18	13,150.18	13,150.18	0.00
04/18/2011 09:59	<u>6884506</u>	4,540.76	4,540.76	4,540.94	0.00
01/05/2010 00:00	<u>6236699</u>	3,971.90	3,971.90	3,971.90	0.00

[Printable Version](#)

REMINDER: Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here](#) to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. **NOTE:** Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.

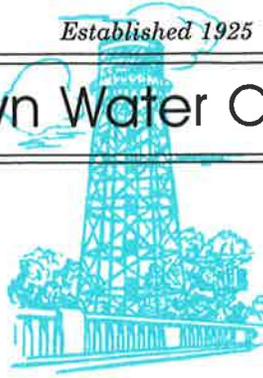
ATTENTION: This website will close at 11:00 p.m. on December 31.
Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees.

Developed by Manatron, Inc.
©2005-2010 All rights reserved.
Version 1.0.5228.20119

Established 1925

Raytown Water Company

City of Raytown
Board of Zoning Adjustment
10000 East 59th Street
Raytown, MO 64133



12/01/2014

Re: 10028 63rd Street

To Whom it May Concern,

This letter is sent as a show of support of the Conditional Use Permit for 10028 63rd Street.

An official event center in Raytown, would promote our downtown with the possibility of providing a place where young people could gather and socialize under adult supervision.

RWC has no concerns regarding this permit.

If you have any questions or concerns, please contact me at 816-356-0333 ex 107.

Neal S. Clevenger

Neal Clevenger
President/General Manager



10000 East 59th Street / Raytown, Missouri 64133

November 24, 2014

City Hall 816-737-6000
Administration 816-737-6003
Police 816-737-6016
Public Works 816-737-6012
Community Development 816-737-6011
Emergency Services 816-737-6030
Court 816-737-6008
Law 816-737-7017

REVISED Notice of Public Hearing

This is a **revised** notice hereby given that the date on which the City of Raytown Planning and Zoning Commission will hold a public hearing to consider a Conditional Use Permit application that seeks to use property located at 10028 63RD Street, Raytown, MO 64133 for an Event Center. The public hearing by the Raytown Planning & Zoning Commission has been a changed to **Thursday, December 11, 2014 at 7:30 p.m.** The public hearing will be held in the **Raytown City Hall Council Chambers located at 10000 East 59th Street, Raytown, Missouri.**

Notice is also hereby given that the City of Raytown Board of Aldermen will also hold a public hearing regarding the above-described application on **Tuesday, December 16, 2014 at 7:00 p.m., at Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.**

Please disregard the date and time for the public hearing on this this application that was previously mailed to you. You are invited to attend any or all of the public hearings provided above to ask questions or provide comment regarding the proposed conditional use permit application. Additional information regarding this application or the public hearings can be obtained from the City of Raytown Development and Public Affairs Department located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6014 or by e-mail at jbenson@raytown.mo.us.

If you will require any accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Raytown Development and Public Affairs Department at Raytown City Hall at (816) 737-6014 not less than 48 hours prior to the beginning of the applicable public hearing.

COMMERCIAL SHOPS & GARAGES LLC
9508 E 63 RD ST
RAYTOWNMO64133

RETAIL CENTERS LLC
9508 E 63 RD ST
RAYTOWNMO64133

ACP BA MISSOURI LLC
280 S BEVERLY DR STE 211
BEVERLY HILLSCA90212

MILLS GREGORY - SUCC TRUSTEE
1939 ALTIVO DR
HENDERSONNV89074

SOLTYS DANIEL E & JUDITH
1003 DOC HENRY RD
GREENWOODMO64034-9453

FOX GARY D TRUSTEE
10004 E 63RD ST
RAYTOWNMO64133

FOX GARY D TRUSTEE
10004 E 63RD ST
RAYTOWNMO64133

SUNDAY PROPERTIES LLC
110 E 51ST ST
KANSAS CITYMO64112

WEST CENTR MO REGIONAL
FRATERNAL ORD #50
10014 E 63RD ST STE A
RAYTOWNMO64133

SAITTA INVESTMENTS LLC
5500 INDEPENDENCE AVE
KANSAS CITYMO64123

CASADY EDWARD P & DONNA L
6235 RAYTOWN RD
RAYTOWNMO64133

KNABE INVESTMENTS LLC
5756 BLUE RIDGE BLVD
RAYTOWNMO64133-3383

FRANK SUSAN A
10014 E 63RD ST
RAYTOWNMO64133

BRINK DONALD K & V JO ANN-TR
8601 SPRING VALLEY RD
RAYTOWNMO64138

MURCH ALLEN LLC
2827 CLARK AVE
ST LOUISMO63103

CITY OF RAYTOWN
10000 E 59TH ST
RAYTOWNMO64133

RETAIL CENTERS LLC
9508 E 63 RD ST
RAYTOWNMO64133

RETAIL CENTERS LLC
9508 E 63 RD ST
RAYTOWNMO64133

MONOPOLY ACQUISITIONS LLC
6140 RAYTOWN RD
RAYTOWNMO64133

CITY OF RAYTOWN
10000 E 59TH ST
RAYTOWNMO64133

Event

NOTICE OF PUBLIC HEARING

Application: Conditional use permit that seeks to operate an Event Center business.

Proposed Location: 10028 E 63rd Street, Raytown, MO 64138

Legal Description: Due to the length of the legal, it is on file and available for review at the offices of the Raytown Community Development Department, Raytown City Hall.

Notice is hereby given that the Raytown Planning and Zoning Commission will hold a public hearing regarding the above-described application on Thursday, December 4, 2014 at 7:00 p.m., at Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.

Notice is also hereby given that the Raytown Board of Aldermen will hold a public hearing regarding the above-described application on Tuesday, December 16, 2014 at 7:00 p.m., at Raytown City Hall.

The public is invited to attend each of the public hearings and be heard.

Certified for publication this 17th day of November 2014.

CITY OF RAYTOWN
Request for Board Action

Date: January 15, 2015
To: Mayor and Board of Aldermen
From: John Benson, Director of Development & Public Affairs

Bill No. 6380-15
Section No.: XVII

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Adoption of ordinance adding Article XVII to Chapter 10 of the Raytown Municipal Code regulating smoke and tobacco shops.

Recommendation: Staff recommends approval of the ordinance adding Article XVII to Chapter 10 of the Raytown Municipal Code.

Analysis: At the request of the Board of Aldermen City staff has developed an amendment to the City of Raytown Code of Ordinances regulating smoke and tobacco shops within the City. The amendment proposes regulating smoke and tobacco shops through the creation of Article XVII in Chapter 10 of the Raytown Code of Ordinances. The amendment defines “Smoke and tobacco shops” and “tobacco paraphernalia” and limits the sale of tobacco paraphernalia to exclusively smoke and tobacco shops as defined in the ordinance.

- Article XVII proposes to define “smoke and tobacco shops” as retail stores that sell tobacco and tobacco paraphernalia comprising 70% or more of their total sales. Article XVII would additionally define “tobacco paraphernalia” as items used for the packaging or consumption of tobacco or other plant products. Such items include pipes, water pipes, bong, and hookahs. See the attached ordinance for the full list and the official definitions. Department stores that have tobacco departments would be exempt from the definition of “smoke and tobacco shops”.

The amendment further proposes to limit the number of smoke and tobacco shops in the City limits based upon the following population limits.

- Smoke and tobacco shops would be limited in Raytown to one store per 5,000 residents.

The location of smoke and tobacco shops is also proposed to be regulated as follows:

- Smoke and tobacco shops would also be restricted from operating within 2,640 feet of the boundary of the City, 2,640 feet of any other property on which another smoke and tobacco shop is located, and 500 feet of any property legally used as a public park, school, church or residence.

Enforcement of the regulations would occur through the City’s annual Business Licensing Process, which would require a business stating that they are a smoke or tobacco shop to provide information showing that the sale of tobacco and tobacco paraphernalia products comprise 70% or more of their total sales. If a business meets this standard then they would be allowed to sell tobacco paraphernalia. Any business that sells tobacco products that do not comprise 70% or more would be allowed to sell tobacco products but would not be allowed to sell tobacco paraphernalia.

Budgetary Impact: This application does not require the City to provide any funding.

Not Applicable

AN ORDINANCE ADDING ARTICLE XVII TO CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF DEFINING SMOKE AND TOBACCO STORES AND LIMITING THEIR OCCURRENCE IN THE CITY LIMITS

WHEREAS, the City of Raytown wishes to add article XVII, titled “Smoke and Tobacco Establishments”, to Chapter 10 of the Code of Ordinances of the City of Raytown; and

WHEREAS, the City of Raytown has enacted Chapter 10 of the Code of Ordinances regarding Businesses and Business Regulations, and desires to update certain sections of that code; and

WHEREAS, the purpose of the addition of Article XVII to Chapter 10 of the Code of Ordinances is to define Smoke and Tobacco Stores, as well as to regulate the number and location of Smoke and Tobacco Stores operating in the City of Raytown;

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

SECTION 1 – APPROVAL OF AMENDMENTS. That Article XVII of Chapter 10, to be titled “Smoke and Tobacco Establishments” of the City of Raytown, is hereby created as provided in Section 2.

SECTION 2 – AMENDMENTS.

1. That Article XVII, Section 10-573, titled “Definitions”, of Chapter 10 of the Raytown City Code is hereby created, adding three definitions, as follows:

Smoke and Tobacco store- A retail store used primarily for the sale of tobacco products and accessories and where more than seventy (70%) of the volume of trade or business carried on there is that of the blending of tobaccos or sales of tobaccos, cigarettes, pipes, cigars or smoking sundries and in which the sale of other products is incidental. A “retail tobacco store” shall not include a tobacco department used primarily for the sale of smoking materials as part of a larger commercial establishment such as a department store, grocery store, discount store or bar or retail store where sales from such department comprise less than 70% of the business’s total volume of trade or sales.

Tobacco Paraphernalia- Any instrument, utensil or device used for smoking or inhaling tobacco or similar plant products including, but not limited to, rolling papers; metal wooden, acrylic, glass, stone, plastic or ceramic pipes; water pipes; hookahs; carburetion tubes and devices; and bongs.

2. That Article XVII, Section 10-574, to be titled “Permit to operate a smoke and tobacco store”, of Chapter 10 of the Raytown City Code is hereby created, to read as follows:

(a) *Required.* It shall be unlawful for any person to own or operate a smoke and tobacco store in the City limits of Raytown without having first obtained a business license issued by the City.

(b) *Application.* Any person desiring to operate a tobacco store shall make an application with the business license administrator for a permit to operate such business containing the following information:

- (1) Name, address, and daytime telephone number of applicant.
- (2) If a partnership, the names and addresses of each partner.
- (3) If a corporation, the name and address of each officer, director, shareholder, and the name and address of the resident agent of the corporation.
- (4) If a corporation, a certificate of good standing issued by the secretary of state.
- (5) The name, address and photo identification of the person responsible and accountable for the day-to-day operation of the business.
- (6) The location of the proposed establishment, including a drawing of the interior of the proposed premises showing the dimensions thereof, and indicating the location of all furniture, equipment, and appliances to be used in connection with such establishment.
- (7) The proposed hours of operation for such establishment.
- (8) The percentage of sales related to tobacco for the business.

(c) *Issuance.*

- (1) No business license issued under the provisions of this article shall be transferable. Any change in ownership shall require a new business license application with additional license fees.
- (2) Any business license issued under the provisions of this article shall be conspicuously posted or displayed by the applicant during all business operations by such applicant.
- (3) No business license shall be issued under the provisions of this article to any person, firm or corporation until all tangible personal property taxes and real estate taxes owing by such applicant, if any, shall have been fully paid.
- (d) *Fee.* The fee for the business permit in this article shall be based upon the formula for gross annual receipts, as provided by the Schedule of license fees in Section 10-52 of the Raytown Municipal Code.

3. That Article XVII, Section 10-575, titled "Restrictions on sale and distribution of tobacco paraphernalia", of Chapter 10 of the Raytown City Code is hereby created, to read as follows:

- (1) The on-site display, sale or distribution of tobacco paraphernalia to consumers is hereby prohibited except in retail tobacco stores.
- (2) No person shall display, sell or distribute tobacco paraphernalia to any person less than eighteen (18) years of age.
- (3) No person shall display, sell or distribute tobacco paraphernalia except as provided in this Section.

(4) All laws and requirements regarding the sale and possession of tobacco and tobacco-related products governed by Chapter 10, Article III, as well as Chapter 28, Article XI, Section 28-394 of the Raytown Municipal Code shall remain in effect, and shall not be repealed by this ordinance.

3. That Article XVII, Section 10-576, titled “General Requirements”, of Chapter 10 of the Raytown City Code is hereby created, to read as follows:

(1) A smoke and tobacco store shall not locate or expand an existing operation within:

- a. 2,640 feet of the boundary of the City;
- b. 2,640 feet of any other property on which another smoke and tobacco shop is located;
- c. 500 feet of any property legally used as a public park, school, church or residence.

(2) The separation distance shall be measured from or to the outer wall of the smoke and tobacco store, and from or to the property line of the property containing the public park, school, church or residential property.

(3) Separation distance provisions shall not apply to any smoke and tobacco store that can demonstrate that they were in operation at the location requested in the business license application prior to the effective date of the ordinance from which this article is derived, and they have operated continuously under the same business name since that time.

(4) Notwithstanding any other provision contained within this article, no business license may be issued for a smoke and tobacco store where it is determined that the total number of such facilities will exceed a population density factor of one such establishment per 5,000 residents based on the last decennial census.

4. That Article XVII, Section 10-577, titled “Applicability”, of Chapter 10 of the Raytown City Code is hereby created, to read as follows:

The standards of this article apply to tobacco and convenience stores, as defined by this ordinance.

5. That Article XVII, Section 10-578, titled “Penalty”, of Chapter 10 of the Raytown City Code is hereby created, to read as follows:

Any person, firm or corporation violating the provisions of this article shall be guilty of a municipal offense and, upon conviction, shall be subject to the penalties provided in section 1-22. In addition, any violation of this article shall be grounds for the City to revoke any or all licenses or permits issued by the City.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of January, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: January 15, 2015

Bill No. 63871-15

To: Mayor and Board of Aldermen

Section No.: XXXVI

From: Tom Cole, Economic Development Administrator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approval of an Amendment to the 353 Tax Abatement Agreement providing real property tax abatement for the exterior renovation/redevelopment of property located at 10014 East 63rd Street in the City of Raytown, Missouri.

Analysis: The Raytown Municipal Redevelopment Corporation Board of Directors has recommended approval of the amended application for Chapter 353 tax abatement at Level A "Market Stabilizing" for the property located at 10014 East 63rd Street.

Chapter 353 tax abatement is an economic incentive that by state law allows for full or partial tax relief for those willing to redevelop property within blighted areas. The intent of the Raytown Municipal Redevelopment Corporation (RMRC) is to strengthen the economic viability of the Downtown Raytown area by providing an innovative financial incentive for improving the exterior appearance, interior and structural conditions of its buildings.

Project Description: The applicant operates a second generation State Farm Agency in Raytown, MO and has recently completed a sizable interior remodel of her facility in Downtown Raytown. The applicant has contacted the City with the intent to obtain Chapter 353 tax abatement on the remaining exterior improvements to be made to the facility.

The project will include a new front façade including the appearance of a new second story, signage and an updated rear elevation.

The project meets the requirements of the City's Chapter 353 Tax Abatement Policy. A copy of the requirements are included in the applicants application.

Please note, Chapter 353 is not an economic development incentive designed to spur new jobs or capital investment, but rather emphasizes the removal of blight. As this project will dramatically improve/enhance the appearance of the building, staff and the RMRC believes the project achieves the desired impact from the program.

Fiscal Impact: During the course of the 10-Year Tax Abatement, the following jurisdictions will be impacted at the amount shown:

- Raytown School District	\$23,035.55
- Raytown Fire District	\$3,754.21
- Jackson County	\$1,873.83
- City of Raytown	\$2,011.60
- Handicap Workshop	\$274.46
- Mental Health	\$445.77
- Junior College	\$865.29
- Library	\$1,166.36
- Blind	\$109.35
- Replacement Tax	<u>\$5,237.67</u>
TOTAL	\$38,774.07

Budgetary Impact

Not Applicable

AN ORDINANCE ADOPTING AND APPROVING THE SIXTH AMENDED DEVELOPMENT PLAN SUBMITTED BY THE RAYTOWN MUNICIPAL REDEVELOPMENT CORPORATION, ESTABLISHING A DECLARATION THAT THE REDEVELOPMENT AREA DESCRIBED WITHIN THE SIXTH AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT, AND AUTHORIZING CERTAIN TAX ABATEMENTS WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE SIXTH AMENDED DEVELOPMENT PLAN

WHEREAS, the Raytown Municipal Redevelopment Corporation ("Redevelopment Corporation"), an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law of 1945, as amended, did file with the City of Raytown, Missouri, the Sixth Amended Development Plan ("Sixth Amended Development Plan") for approval which contemplates the development and redevelopment of an area described in it as the "Redevelopment Area"; and

WHEREAS, 1) due notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area and 2) the Raytown Board of Aldermen ("Board") held a public hearing; and

WHEREAS, in connection with the public hearing on the Sixth Amended Development Plan, the Board also considered a Blight Study for the Redevelopment Area described within the Sixth Amended Development Plan and also considered other evidence and testimony in connection with the existence of blighted conditions with the Redevelopment Area, the means by which the Sixth Amended Development Plan would be implemented and the granting of tax abatement within the Redevelopment Area as authorized by law.

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

SECTION 1 – NOTICE. The Board finds that all notices, legal or accommodating, have been given to all interested parties as such notices may be required to be given by law.

SECTION 2 – DEVELOPMENT PLAN. The Board has reviewed, considered and taken evidence on the Sixth Amended Development Plan of Raytown Municipal Redevelopment Corporation for the redevelopment of the City of Raytown Central Business District, which is attached hereto and incorporated by this reference as though fully set out.

SECTION 3 – FINDINGS. The Board does hereby find that:

a. The Redevelopment Area described within the Sixth Amended Development Plan on the whole is a blighted area and is suffering from obsolescence due to age, is of an inadequate and outmoded design, has become an economic and social liability, is unable to pay a reasonable level of taxes, and is therefore blighted within the meaning of the Missouri Urban Redevelopment Corporations Law, § 353.020(2), RSMo.

b. The Board has previously found, after considering the Blight Study conducted by James Askew & Associates dated April 10, 2006 (on file with the City Clerk and incorporated herein by this reference) that the Redevelopment Area as described in the Sixth Amended Development Plan is blighted, and such finding is affirmed.

SECTION 4 - CONTENTS OF PLAN. The Board finds that the Sixth Amended Development Plan sets forth in writing the program to be undertaken to accomplish the redevelopment objectives described therein and the redevelopment objectives and purposes of the Urban Redevelopment Corporations Law.

SECTION 5 – ADOPTION OF PLAN. The Board does hereby adopt and approve the Sixth Amended Development Plan submitted by RMRC in its entirety. The approval of the Sixth Amended Development Plan and the development, redevelopment and construction in the Redevelopment Area is necessary for the preservation of the public peace, prosperity, health, safety, morals and welfare of the City of Raytown, Missouri.

SECTION 6 – TAX ABATEMENT. Raytown Municipal Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, RSMo, as amended, is hereby granted tax abatement on land improvements that shall apply to RMRC or its successors and assigns, as more particularly described within the Sixth Amended Development Plan.

SECTION 7 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 9 - EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of February, 2015.

David W. Bower, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

RAYTOWN MUNICIPAL REDEVELOPMENT CORPORATION
SIXTH AMENDED DEVELOPMENT PLAN

DEVELOPMENT PLAN

1. Introduction

The Raytown Municipal Redevelopment Corporation ("RMRC") was formed on September 19, 2007 to serve as a tool to bring about the revitalization of the downtown area of Raytown. Stock in the corporation is owned wholly by the City of Raytown and the corporation is managed by a board of directors. The purpose of the corporation is to provide a streamlined, cost-effective means for individual property owners to obtain partial tax abatement on their downtown properties in return for making improvements.

The RMRC desires the availability of property tax abatement for the Redevelopment Area for the purposes of stimulating reinvestment, both economic and otherwise, into the Central Business District. It is anticipated that the RMRC will (i) work with the current owners of property within the Redevelopment Area to promote and encourage their reinvestment in their property in exchange for property tax abatement, and (ii) work with prospective new owners to encourage new investment in existing or new buildings in the Redevelopment Area. It is further anticipated that the RMRC will only acquire property briefly so as to qualify the redevelopment project for tax abatement, and then the RMRC will assign certain tax abatement rights to property owners who make improvements to their property. Each development plan will require approval by the Board of Aldermen in order to secure the benefits available under Missouri's Urban Redevelopment Corporations Law, Chapter 353, RSMo, as amended. Property will be conveyed to the RMRC and immediately reconveyed back to the original property owner, triggering the tax abatement rights.

2. Redevelopment Area

The Redevelopment Area currently includes residential, commercial and retail uses and its character can be generally described as mixed-use. Within the Redevelopment Area there are some predominately residential blocks featuring both multi-family and single-family dwellings. There also exists mixes of residential, retail and office which have evolved over time as many residences within the neighborhood were converted to other uses.

A majority of the improvements, both public and private, within the Redevelopment Area are at least 40 years old. As such, many of the commercial properties in the area have lost their vitality and many of the residential structures have fallen into various states of disrepair, losing appeal and functionality in the market. Most of the properties in the Redevelopment Area require modernization in order to retain reasonable and competitive utility and viability in comparison to other suburbs throughout the metropolitan region.

3. Redevelopment Projects

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are the current projects:

Redevelopment Project 1(a). 6109-6111 Blue Ridge Boulevard (2008 Jackson County Parcel No. 45-120-11-08-00-0-00-000). Owners: Jeffrey and Diane Page. This project consists of parking lot resurfacing, new roof and siding, interior and exterior renovation at a cost of approximately \$190,000.00.

Redevelopment Project 1(b). 6326 Raytown Road (2008 Jackson County Parcel No. 45-240-08-11-01-0-00-000). Owner: Cary Properties LLC. This project generally consists of complete interior renovation and facade improvements at a cost of approximately \$57,000.

Redevelopment Project 1(c). 9711-9715 E. 63rd Street (2008 Jackson County Parcel No. 45-240-06-35-00-0-00-000). Owner: Pamela G. Clark McKinley, Trustee. This project generally consists of interior and exterior renovations including new siding, hand railings, front windowpanes, lighting and drop ceiling at a cost of approximately \$37,000.

Redevelopment Project 2(a). 10200 East 63rd Terrace (2010 Jackson County Parcel No. 45-130-04-13-00-0-00-000). Owner LEM Contracting LLC (Joe Medlin). This project generally involves repairing the structure which has been damaged by fire and then lease the building as office space. Building rehabilitation costs are estimated to be \$50,000.

Redevelopment Project 2(b) as revised. 6323 Raytown Road (2010 Jackson County Parcel No. 45-130-05-08-00-0-00-000). Owner: J. Guenther Keating, LLC. The project as originally approved involved renovating the existing the building into a restaurant. The revised project, due to unknown building structural issues, now involves replacing the old building footprint and adding 160 square feet of additional space for a new hot dog restaurant. Project costs are still estimated to be \$78,000.

Redevelopment Project 3(a). 10409 East 63rd Street (2010 Jackson County Parcel No. 45-130-20-01-00-0-00-000). Owner: Shop T1 Services, Inc. This structure has undergone a major renovation, such as: plaster perimeter, interior walls and insulate; replace HVAC and duct work; replace windows; tear off and rebuild roof on north end; new exterior staircase, new drywall; interior and exterior paint. Total project costs: \$40,150.

Redevelopment Project 4(a). 6300 Evanston (2010 Jackson County Parcel No. 45-240-04-01-00-0-00-000). Owner: DCB Properties, LLC. This project was a total demolition and reconstruction of offices, open work area, rest rooms, kitchen and storage area. The exterior was refaced, new windows were installed, new roof installed with gable roofs and overhangs and new rock pillars were constructed. A wood porch and deck were constructed on the front and a concrete patio was poured in the back, along with new concrete steps to allow access to the front from the parking lot. Eligible project costs: 98,704.

Redevelopment Project 4(b). 6134-6204 Raytown Trafficway (2010 Jackson County Parcel Nos. 45-210-03-26-00-0-00-000 & 45-20-03-023-00-0-00-000 & 45-210-03-17-02-0-00-000). Owner: AHG, Inc. This project will involve the renovation, remodeling and subdividing of an existing former grocery store (approximately 31,605 square feet) and create two (2) new retail storefronts. The intent is for the grocery store to occupy about 16,000 square feet of the southern portion of the space, while the remainder of the space will be “white-boxed” for a new

tenant. It is estimated that the grocery store will add 16 permanent jobs. Eligible project costs: \$1,218,786.

Redevelopment Project 5(a). 10014 E. 63rd Street (Jackson County Parcel No. 45-120-09-17-00-0-00-000). Owner: Sue Frank. This project consists of installing a false parapet on the front of the building, including awnings and new signage and giving the appearance of being two stories. A cornice will be installed to support new signage on the back (north) and an awning over the door. Approximate project costs: \$35,000.

The Redevelopment Projects are within a larger area that has been determined by the Board of Aldermen to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law. Applications for Redevelopment Projects 1(a) through 4(b) are on file with the City Clerk.

4. Tax Abatement.

Redevelopment Project 5(a) is granted 10 years of tax abatement at 100% or for the cost of the improvements, whichever occurs first.

Redevelopment Project 4(b) has already been 10 years of tax abatement at 100% (improvements only) and 15 years of tax abatement at 50% (land and improvements).

Redevelopment Project 4(a) has already been 10 years of tax abatement at 100% or for the cost of the improvements, whichever occurs first.

Redevelopment Project 3(a) has already been granted 10 years of tax abatement at 100% or for the cost of the improvements, whichever occurs first.

Redevelopment Project 2(a) has already been granted 10 years of tax abatement at 100% or for the cost of the improvements, whichever occurs first. Redevelopment Project 2(b) has already been granted 10 years of tax abatement at 100% or for the cost of the improvements, whichever occurs first.

Redevelopment Project 1(a) has already been granted 10 years of tax abatement at 100% and 5 years of tax abatement at 50%; Redevelopment Project 1(b) has already been granted 10 years of tax abatement at 100% and 2 years of tax abatement at 50%; Redevelopment Project 1(c) has already been granted 10 years of tax abatement at 100%.

As provided for by Chapter 353, RSMo, the abatement for the first 10 years is 100% of the improvements (land is still taxed normally) as assessed in the year prior to the property's acquisition by RMRC. Under Section 353.110.2, for the next fifteen year period, the abatement is 50% of the land *and* improvement value. The granting of the tax abatements are conditioned on the owners executing with RMRC a Memorandum of Understanding in a form acceptable to RMRC.

5. Eminent Domain.

The RMRC is not granted the power of eminent domain.

6. Relocation Policy.

The RMRC will comply with all requirements concerning the provision of relocation assistance as provided for by Chapter 523, RSMo.

EXHIBITS

1. Legal Description of Redevelopment Area
2. Tax Impact Analysis (for Redevelopment Project 5(a))
3. Application (Redevelopment Project 5(a); (10014 E. 63rd Street)

Exhibit 1

All that part of ADLER'S HIGH VIEW ADDITION, BLUECREST, WAIGHTS RESURVEY of BLUECREST, HALL'S 2nd ADDITION TO RAYTOWN, HALL'S ADDITION TO RAYTOWN, ROSS ACRES, RESURVEY Tract 2 J.J. ROBINSON FARM, MUIRSMITH ADDITION, RAYTOWN LANDING, ASKANAS PARK A Resurvey of Lots in ASKANAS HEIGHTS and ASKANAS HEIGHTS, subdivisions lying in Section 5 and Section 4, Township 48 North, Range 32 West, in Raytown, Jackson County, Missouri, described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of said Section 5; thence West along the North line of said Northeast Quarter, a distance of 1358.16 feet to a point on the East line of ADLER'S HIGH VIEW ADDITION; thence North along the East line of said ADLER HIGH VIEW ADDITION a distance of 37.09 feet to a point; thence West along the North line of said ADLER'S HIGH VIEW ADDITION a distance of 127.14 feet to the Northwest corner of Lot 1 of said ADLER'S HIGH VIEW ADDITION; thence South along the West line of said Lot 1 a distance of 227.44 feet to the Southwest corner thereof, said point also lying on the North line of Lot 2 of said ADLER'S HIGH VIEW ADDITION; thence West along the North line of said Lot 2 a distance of 77.26 feet to the Northwest corner thereof; thence South along the West line of Lots 2 through 11 of said ADLER'S HIGH VIEW ADDITION a distance of 832.16 feet to a point on the North right of way line of 60th Terrace; thence Northwesterly along the North right of way line of 60th Terrace a distance of 107.49 feet to a point; thence South a distance of 264.32 feet to a point on the South line of said ADLER'S VIEW HIGH ADDITION; thence West along the South line of said ADLER'S VIEW HIGH ADDITION a distance of 657.03 feet to a point on the East line of BLUE RIDGE SLOPES LOTS 37 to 58, INCLUSIVE a subdivision in Raytown, Jackson County, Missouri; thence South along the East line of said BLUE RIDGE SLOPES LOTS 37 to 58, INCLUSIVE a distance of 1412.96 feet to point on the North right of way line of 63rd Street; thence West along the North right of way line of 63rd Street a distance of 339.25 feet to a point; thence South a distance of 355.22 feet to a point; thence Southeasterly a distance of 222.71 feet to a point on the Northerly right of way line of 63rd Terrace; thence Northwesterly along a curve to the right having a Radius of 35.00 feet, through a central angle of 80 degrees 03 minutes 04 seconds with an arc length of 48.90 feet to the Southwest corner of Lot 6, WAIGHTS RESURVEY of BLUECREST; thence East along the South line of said Lot 6 a distance of 125.25 feet to the Southwest corner of Lot 5 of said WAIGHTS RESURVEY of BLUECREST; thence Northeasterly a distance of 487.45 feet to the Southeast corner of Lot 7, BLUECREST; thence Northeasterly a distance of 283.17 feet to Southeast corner of Lot 5, BLUECREST; thence East a distance of 443.31 feet to the Southeast corner of Lot 1, BLUECREST, said point also lying on the Easterly right of way line of Evanston Avenue; thence Southwesterly along a curve to the right, having a radius of 2225.00 feet, through a central angle of 2 degrees 13 minutes 25 seconds an arc distance of 86.35 feet to a point; thence Southwesterly along a curve to the right, having a radius of 104.99 feet, through a central angle of 84 degrees 20 minutes 05 seconds an arc distance of 154.54 feet to a point; thence South a distance of 237.33 feet to a point on the Westerly prolongation of the common line for Lots 4 and 5 of said BLUECREST; thence Easterly along said common line for Lots 4 and 5 a

distance of 332.18 feet to a point on the East line of said BLUECREST; thence North along the East line of said BLUECREST a distance of 169.55 feet to the common corner of Lots 12 and 13 of said HALLS 2nd Addition; thence East along the common line for said Lots 12 and 13 a distance 150.00 feet to a point on the West right of way line of Harold Avenue; thence South along the said West right of way line of Harold Avenue a distance of 452.14 feet to the intersection and prolongation of the South right of way line of 64th Terrace; thence East along the prolongation of said South right of way line a distance of 520.35 feet to a point on the West right of way line of the Chicago Rock Island and Pacific Railroad; thence Southerly along West line of said Chicago Rock Island and Pacific Railroad a distance of 382.62 feet to a point on the East right of way line of Raytown Road; thence North along the East right of way line of said Raytown Road a distance of 567.68 feet to a point on the South right of way of Cedar Avenue; thence East along the said South line of Cedar Avenue a distance of 119.30 feet to a point; thence continuing along said right of way line, Northeasterly along a curve to the left having a Radius of 342.36 feet, through a central angle of 16 degrees 48 minutes 27 seconds with an arc length of 100.43 feet to a point; thence continuing along said right of way line, Northeasterly along a curve to the left having a Radius of 330.72 feet, through a central angle of 33 degrees 36 minutes 41 seconds with an arc length of 194.01 feet to a point; thence continuing along said right of way line, Northeasterly along a curve to the left having a Radius of 242.57 feet, through a central angle of 17 degrees 10 minutes 19 seconds with an arc length of 72.70 feet to a point; thence continuing along said right of way line, Northeasterly along a curve to the left having a Radius of 242.93 feet, through a central angle of 17 degrees 22 minutes 19 seconds with an arc length of 73.66 feet to a point; thence continuing North along the East right of way line of said Cedar Avenue a distance of 190.70 feet to a point on the North right of way line of 63rd Terrace; thence East along the said North right of way line of 63rd Terrace, a distance of 100.32 feet to a point; thence continuing along said North right of way line, Southeasterly along a curve to the left having a Radius of 4864.53 feet, through a central angle of 3 degrees 38 minutes 36 seconds with an arc length of 309.33 feet to a point on the East line of said MUIRSMITH ADDITION; thence continuing East along said North right of way line a distance of 569.89 feet to a point on the West right of way line of Willow Street; thence North along the said West right of way line a distance of 293.11 feet to a point; thence North a distance of 72.78 feet to a point on the North Right of way line of 63rd Street; thence West along the said North right of way a distance of 235.48 feet to a point on the East line of RAYTOWN LANDING; thence North along the said East line a distance of 189.81 feet to a point; thence continuing East along said East line a distance of 75.25 feet; thence continuing North along said East line a distance of 408.21 feet to the Southwest corner of HODGE'S GARDENS and the common corner to Lots 11 and 12; thence Northeasterly along the common line for Lots 11 and 12 a distance of 264.06 feet to a point on the South right of way line of 61st Street Terrace; thence Northeast a distance of 73.86 feet to a point on the North right of way line of said 61st Street Terrace; thence East along the said North right of way line a distance of 208.62 feet to a point; thence Northeast along a curve to the left having a Radius of 25.04 feet, through a central angle of 88 degrees 37 minutes 28 seconds with an arc length of 38.73 feet to a point on the West right of way line of Willow Avenue; thence North along the West right of way line of said Willow Avenue a distance of 537.98 feet to a point on the South right of way

line of 60th Terrace; thence West along the said South right of way line of 60th Terrace a distance of 217.25 feet to a point; thence West a distance of 49.82 feet to a point on the West right of way line of Hardy Street; thence South along the West right of way line of Hardy Street a distance of 91.59 feet to a point on the North right of way line of 61st Street; thence West along said North right of way line of 61st Street a distance of 1013.18 feet to a point on the West right of way line of Blue Ridge Blvd.; thence North along said West right of way line of Blue Ridge Blvd. a distance of 199.01 feet to a point; thence continuing along said West right of way line, Northeasterly along a curve to the right having a Radius of 16654.38 feet, through a central angle of 1 degrees 56 minutes 17 seconds with an arc length of 563.34 feet to a point; thence continuing along said West right of way line, Northeasterly along a curve to the right having a Radius of 4209.72 feet, through a central angle of 5 degrees 35 minutes 21 seconds with an arc length of 410.66 feet to a point; thence North along said West right of way line a distance of 177.87 feet to a point on the North line of the Northwest Quarter of said Section 4; thence West along the North line of the Northwest Quarter of said Section 4, a distance of 983.76 feet to the POINT OF BEGINNING, and containing 10,080,815 Square Feet and 231.424 acres more or less.

Exhibit 2

Exhibit 3

353 Downtown Raytown Application

Raytown Municipal Redevelopment Corporation

November 7, 2010

1. Applicant:

Sue Frank
10014 E. 63rd Street
Raytown, MO 64133
(816) 353-4400

2. N/A

3. Background of applicant:

I am a second generation State Farm agent. My father purchased and moved to this 63rd Street location in the early 1960's and the building has gone through several transformations through the years. I purchased the building in 1995. After contemplating several options I decided to completely rehab and remodel the interior of the building in the summer of 2011. Acting as general contractor, I stripped the interior of the building to the exterior concrete walls and rebuilt the interior with a more functional floor plan, new roof, new utilities, new cabinetry, carpet and tile inclusive of a handicap restroom and handicap access. The rehab project was over \$100,000.

4. Proposed project:

Market Stabilizing, exterior improvements and façade enhancement of the building at 10014 E. 63rd Street, Raytown, MO. The project will entail installation of a false parapet on the front (southern exposure) of the building, inclusive of awnings and new signage giving the appearance of being two stories and meeting and exceeding several criteria of the CBD Design Standards. A cornice will be installed to support new signage on the back (north) of the building and an awning over the door will help provide weather protection and add dimension. The cornice on the back will also provide screening for the roof condenser and the support structure of the south edifice.

- a. Intended usage will continue as an insurance office.
- b. There should be no environmental impact from the project. The economic impact would be creating reinvestment in an aging block and building. Façade improvements are known to stabilize blocks, remove blight and help to initiate incentive for others to invest as well. The theme proposed is well suited to the design concepts developed by the Downtown Streetscape Advisory Committee and meets and/or exceeds the CBD Design Standards and Property Maintenance Code. The project would hopefully provide vision and encouragement for

investment by neighbors into their respective properties or other investment into our downtown.

- c. The building is roughly 1875 square feet and renovations would include the front and back of the building.
- d. Due to limited parking, traffic speed and elevation on the 63rd side of the building, the rear entrance of the building has always served as a dual front for many of the businesses along the corridor including mine. Handicapped accessibility is from the back (north) side of the building, and provides a safe environment for young families and seniors to enter the building.
- e. Architectural plans and renderings are attached.

5. Intended market:

The occupancy will continue as currently used. Business will continue as the remodeling project is done and should create minimal impact to occupied neighbors. The applicant will manage the project.

6. Location of the property is: 10014 E. 63rd Street. Legal description is: Rieders SUB W ½ of Lot 9. Applicant and owner are the same as above. There will be no financing, options or liens on the property or the project. Lien waivers will be required of all sub-contractors.

7. Estimates for project are as follows:

Building Exterior \$22,000.00

Electrical \$1,000.00

Signage/Awnings \$10,000.00

Permits \$500.00

Roofing Patch \$500.00

Patching, striping and painting of parking area in rear \$1000.00

Total \$35,000.00

Given that 100% of these costs are for façade and exterior improvements, this application requests abatement of cost of improvements OR 100% abatement for 10 years, whichever occurs first.

8. Owner/Applicant financed, no loans.

9. a-d

Construction will begin immediately following application approval and receipt of permits. Barring inclement weather, construction and sign installation should take no more than 60 days start to finish.

2/16

10.

a. no Legal counsel needed to date.

b. Steve Guenther, architect. 816-356-7555. 6530 Blue Ridge Cutoff, KCMO 64130

c. Sue Frank, General Contractor, HGK Construction Management subcontractor. 6530 Blue Ridge Cutoff, 816-356-7555.

d. Ric Ginn Electric, PO Box 300092, KCMO, 64130, 816-564-9574.

Victory Sign Company, 1021 S Brown St., Liberty, MO 64068, 816-407-7446.

Kansas City Tent and Awning, 1816 Holmes, KCMO, 816-472-8368.

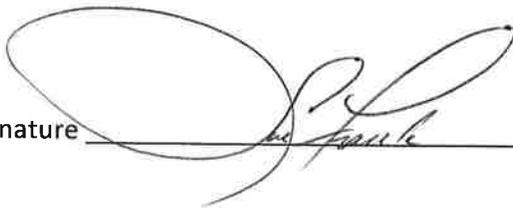
11. To the ability of my being able to check, and in asking, no one involved in the project is involved in any civil or criminal proceeding. Likewise, to my knowledge no one working the project has been charged or convicted of any felony or is currently under indictment.

12. Photos and bids attached.

13. No jobs are anticipated being added as a result of this project.

14. "This application is made in order to induce the RMRC to provide financial incentives to the Applicant. The Applicant hereby represents that all statements contained herein are true and correct. Failure to disclose may be grounds for revocation of incentive and full repayment of any incentive funds expended. All information materially significant to the RMRC in its consideration of the application is included. The Applicant acknowledges that it has reviewed the descriptions of the Incentive Program for which it is applying and agrees to comply with those policies."

Applicant signature



Date

11-25-14

LEVEL A - "MARKET STABILIZING" INVESTMENT

Abatement of cost of improvements (excluding acquisition) OR 100% abatement for 10 years, whichever occurs first.

Projects that meet the following criteria will be considered for this level of abatement:

A Design Level 1, 2, or 3

1. Project meets all applicable minimum "Building" and "Site" requirements set forth in Sections 28-4 and 28-5 of the Central Business District Design (hereinafter "CBD") Standards of the Zoning Code. The project must also comply with all requirements set forth in the Property Maintenance Code.
2. Project meets all applicable minimum "Building" requirements and exceeds in at least 3 "Site" characteristics, by including site components that are "encouraged" in the CBD Standards of the Zoning Code. The project must also comply with all requirements set forth in the Property Maintenance Code.

OR

Project meets all applicable minimum "Site" requirements and exceeds in at least 3 "Building" characteristics, by including building components that are "encouraged" in the CBD Standards of the Zoning Code. The project must also comply with all requirements set forth in the Property Maintenance Code.

3. Project meets all applicable minimum "Site" requirements and also exceeds in at least 3 "Site" characteristics, by including site components that are "encouraged" in the CBD Standards of the Zoning Code.

AND

Project meets all applicable minimum "Building" requirements and also exceeds in at least 3 "Building" characteristics, by including building components that are "encouraged" in the CBD Standards of the Zoning Code.

AND

The project must also comply with all requirements set forth in the Property Maintenance Code.

• AND Economic Impact Level 1, 2 or 3

1. The actual construction investment in the project over and above the acquisition cost of the property is at least \$25,000 and at least 50% of the construction cost is expended on exterior improvements and façade enhancements.
2. The actual construction investment in the project over and above the acquisition cost of the property is at least \$175,000 and at least 40% of the construction cost is expended on exterior improvements and façade enhancements;

353 TAX ABATEMENT DOWNTOWN RAYTOWN REDEVELOPMENT INCENTIVE PROGRAM APPLICATION INFORMATION

Information addressing each of the following criteria must be submitted to formally apply for the 353 Tax Abatement Downtown Raytown Redevelopment Program.

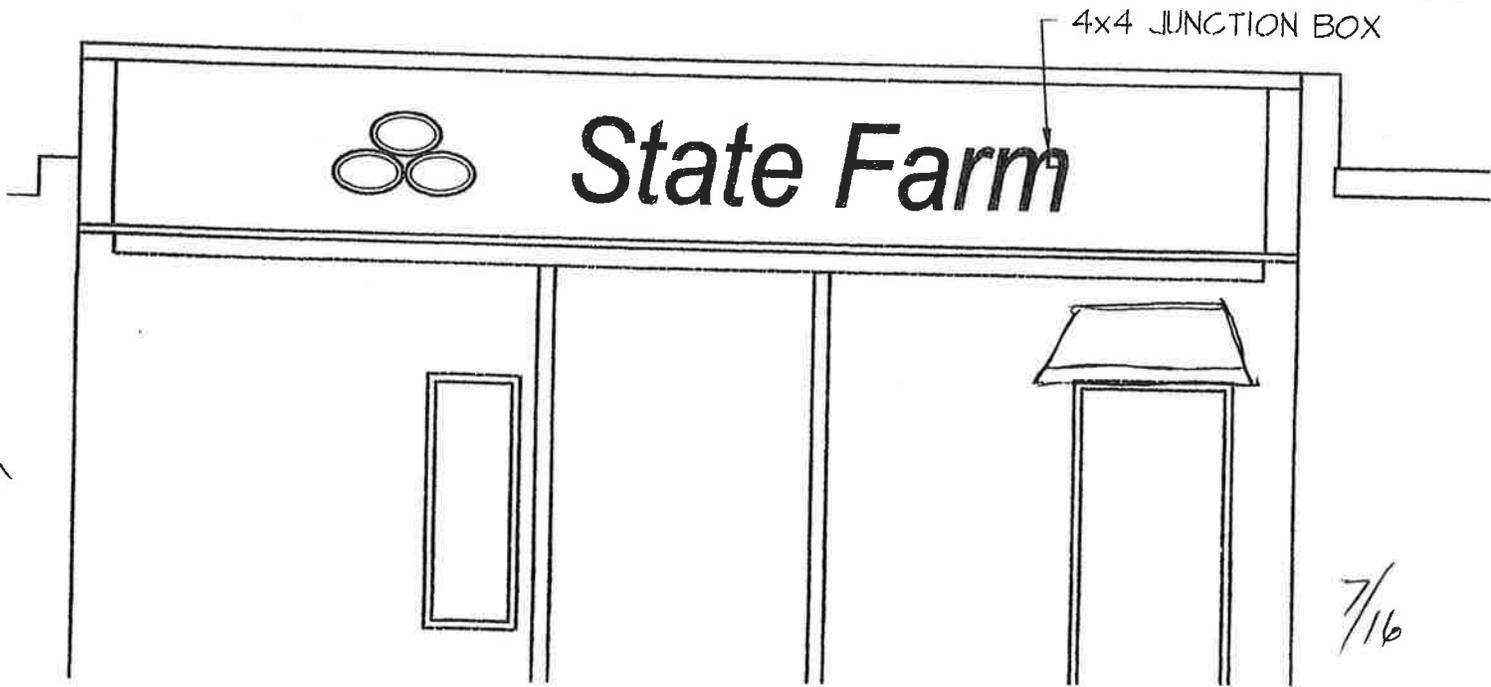
1. State the name, address, and telephone number of the applying entity and, if different, of the owner of the real property to be improved.
2. Provide the name(s) of the applying entity's representatives and any other financial guarantors of the Project and their addresses and telephone numbers if different from above.
3. Provide background information about the applicant and guarantors, including development experience, if any, and all other relevant information the Raytown Municipal Redevelopment Corporation (RMRC) may need to consider while reviewing the application. Describe the corporate or partnership structure as applicable.
4. Briefly describe the proposed project including:
 - a. Intended usage.
 - b. Economic and environmental impact.
 - c. The square footage of the building / land area to be renovated.
 - d. All other information needed to fully explain the project.
 - e. Attach architectural plans/renderings and any available project history.
5. State the marketing plans for the project identifying the intended market. What types of lessees are anticipated? How much time is expected before full occupancy is achieved and who will manage the project?
6. State the location of the proposed project by street address and legal description indicating the following:
 - a. Name of the property owner at the time of application submittal.
 - b. If the Applicant does not presently own the property, does the Applicant have the written consent of the property owner to do the project?
 - c. Describe any and all existing financing, options and liens on the property.
7. Provide an estimate of the total project cost broken down by general categories (e.g., land, building, equipment, soft costs, specialty costs, etc.). Where possible, provide actual bids for these components. This will provide the RMRC an estimate of the total investment being made in the project. Next, provide a list of items eligible for incentive funds, the cost of these items and the amount of incentive funding requested for each item.

8. State the source of financing for the project including any loans and equity being contributed. Provide the name of the lender and the amount of loans requested for the project.
9. State the proposed time schedule for the project including the dates anticipated for the following:
 - a. Closing of the loan or contributing financing availability.
 - b. First expenditure of funds with regard to the project.
 - c. Anticipated date construction will begin.
 - d. Anticipated completion date.
 - e. Building Permits and permission of Planning Commission and Board of Aldermen if necessary.
10. Name any of the following professionals who will be involved with the project (with address and phone numbers):
 - a. Legal counsel for the Applicant
 - b. Architects and engineers
 - c. Contractor for project
 - d. Other professionals
11. Please disclose whether any applicant, guarantor or any other person involved with the project is currently engaged in any civil or criminal proceeding. Also disclose whether any individual involved with the project has ever been charged or convicted of any felony or currently is under indictment. Please supply detailed information.
12. Attach the following:
 - a. Photos of current conditions.
 - b. Photos of all exposed elevations.
 - c. Existing floor plan.
 - d. Bids containing itemized pricing for all phases of proposed renovation.
13. How many permanent jobs are anticipated as a result of the Project?
14. The following statement must be included along with a dated signature of the applicant or applicant's representatives.

This application is made in order to induce the RMRC to provide financial incentives to the Applicant. The Applicant hereby represents that all statements contained herein are true and correct. Failure to disclose may be grounds for revocation of incentive and full repayment of any incentive funds expended. All information materially significant to the RMRC in its consideration of the application is included. The Applicant acknowledges that it has reviewed the

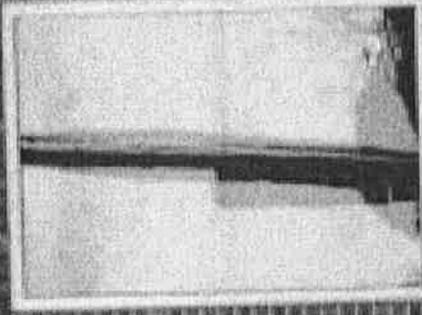


4 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



South

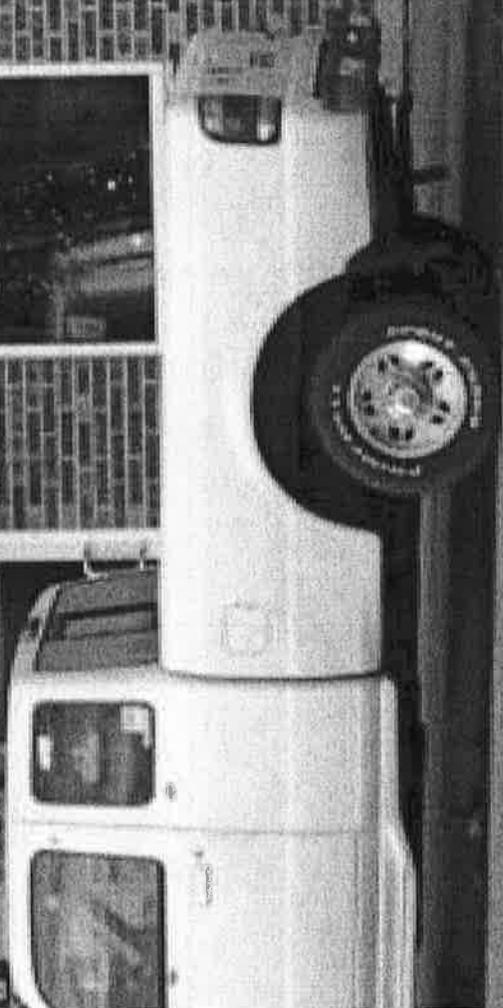
STATE FARM INSURANCE



1074

State Farm

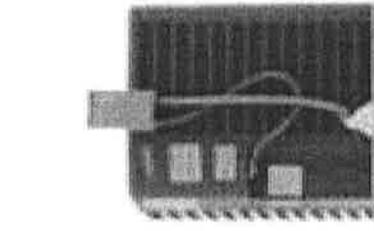
STATE FARM



09/15/20

8/16

North



SUE FRANK

9/16

09/15/20



VICTORY SIGN
C O M P A N Y
The Winning Edge

Victory Sign Company

1021 S Brown Street - Suite K
Liberty, MO 64068
Ph: (816) 407-7446
FAX: () -
Email: info@victorysignco.com
Web: www.victorysignco.com

Estimate #: 1029

Created Date: 11/6/2014 8:41:10AM	Prepared For: State Farm - Frank
Salesperson: Barry Holst	Contact: Sue Frank, Owner
Email: barry@victorysignco.com	Office Phone: (816) 353-4400
Office Phone: (816) 407-7446	Office Fax: (816) -
Cell Phone: (816) 500-5710	Email: sue.frank.gsa@statefarm.com
Entered by: Barry Holst	Address: 10014 E. 63rd St. Raytown, MO 64133

Description: Logo Replacement Signage - Halo Lit Channel Letters

Dear Sue Frank,

Thank you for allowing us to provide you with an Estimate for this project. If you have any questions about this, please give me a call at 816-407-7446.

Regards,

Barry Holst

		Quantity	Unit Price	Subtotal
1	Product: Custom Products and Services Description: Halo Lit 20" Channel Letters Direct Mount Photo Cell Bucket Truck Installation	1	\$4,047.00	\$4,047.00
2	Product: Custom Products and Services Description: Halo Lit 18" Channel Letters Direct Mount Photo Cell Bucket Truck Installation	1	\$3,895.00	\$3,895.00
3	Product: Misc- Non Taxable Description: Permits - TBD Actual Cost plus \$150 Application Fee	1	\$0.00	\$0.00

10/16



Victory Sign Company

1021 S Brown Street - Suite K
 Liberty, MO 64068
 Ph: (816) 407-7446
 FAX: () -
 Email: info@victorysignco.com
 Web: www.victorysignco.com

Estimate #: 1029

Notes

Customer Agreement

Victory Sign Co. guarantees all work to be completed to the Customer's written and approved specifications within the scope of this agreement, and warrants the sign display against defective workmanship in construction and assembly for the lifetime of the product. Any material, including but not limited to electrical components, is guaranteed for the term of the manufacturer's warranty. No other warranties or guarantees are expressed or implied, either written or verbal.

For illuminated signs, Customer is responsible for providing power at a junction box within five feet of the sign. Customer is to provide access in order to complete installation. Any unforeseen conditions hampering installation and requiring additional resources may result in extra charges.

The Customer is responsible for providing Victory Sign Co. with free access to installation area(s) for all vehicles (crane trucks, trailers, backhoes, and concrete trucks) required for safe and efficient installation of signs.

In the event of Victory Sign Co., or one of its subcontractors, while excavating should hit any underground obstructions, i.e. large rocks, concrete, old road beds, etc. that requires additional excavation time or expense, the Customer will be responsible for all additional costs incurred. The Customer is responsible for flagging property owner's utilities, such as, but not limited to, watering systems, parking lot lighting, security cameras, landscape lighting, storm and sanitary sewers, electrical, telephone and cable television.

Victory Sign Co. makes no representation and assumes no responsibility for compliance of sign with federal, state and local regulations or ordinances, except as such requirements are specifically set forth in any permit issued for the sign(s). Customer is solely responsible for determining the size, location and character of sign(s) to customer's satisfaction and as permitted under applicable regulations and ordinances. Customer assumes responsibility for obtaining landlord approval of sign and installation.

Customer indemnifies Victory Sign Co. against any claim by any property owner, landlord, tenant, or any other party that the ordered signs may violate. Customer agrees it has the legal right to produce all materials ordered from Victory Sign Co. and holds Victory Sign Co. harmless from any loss, damages, cost and expense arising from a claim or dispute. This includes any agreement the Customer may have with said parties or where such signs are not properly authorized by the parties and where their authorization is required. Any legal action against Victory Sign Co. shall be held in Missouri.

Fifteen minutes of design and layout work is included in our quote. Additional design charges may apply and will be executed only upon a written and approved order. If the Customer cancels the project after the design phase is completed, then design charges will be due and payable.

Payment Policy

All orders require a down payment of 50% prior to commencing production. The balance is due upon receipt of product. We accept cash, check, debit card or credit card as a form of payment. A service fee of \$45 will be applied to all returned checks. Cancellation of an order forfeits down payment. It is understood and agreed that the title and ownership of said property shall remain with Victory Sign Co. until full payment is made. Therefore, until such payment, property shall retain its character as personal property of Victory Sign Co.

This quote is valid for 60 days.

Subtotal:	\$7,942.00
Taxes:	\$462.88
Total:	\$8,404.88

Payment Terms: Balance due upon receipt.

Client Reply Request

Estimate Accepted "As Is". Please proceed with Order.

Other: _____

Changes required, please contact me.

SIGN: _____ Date: 11 / 16

11/16



Community Development Department
 10000 E. 59 St.
 Raytown, Missouri, 64133
 Phone: (816) 737-6011
 Fax: (816) 737-6164
 www.raytown.mo.us

Sign Application

Application information:

First name:

Last name:

Company name:

Street address:

City, State, Zip:

Phone:

Alternate phone:

Your relationship to this permit:

Sign location information:

Project address:

Name of Business:

Zoning District:

Type of sign:

Permanent

Temporary

Permanent Sign information:

Type of Sign:

Area of proposed sign: (square feet)

Area of all existing signs to remain: (square feet)

Length of building or tenant space facing street(s)

Temporary Sign information:

Type of sign:

Area of proposed sign: (square feet)

Proposed duration of placement:
 From: To:
 (Cannot exceed 30 days per permit and no more than sixty (60) days per calendar year)

ATTENTION PERMIT APPLICANTS:

You are hereby notified that your signature on this application is interpreted as written acknowledgement of your liabilities to conform to regulations established by the Codes and Ordinances of the City of Raytown regulating the construction for which this permit is issued. Violations are subject to penalties.

*Agents must submit letters endorsed by property owners authorizing them to act on their behalf in gaining this permit.

Applicants signature



Application submittal date:

12/16

BID

September 17, 2014

Sue Frank
State Farm Insurance Company
10014 E. 63rd Street
Raytown, MO

JOB
10014 E 63rd Street

ITEM	DESCRIPTION	LINE TOTAL
	Material and labor to install wall extensions per drawing Includes all stucco coverings per drawing All anchor points per drawing	
	Does not include any electrical or additional roofing material	
	Original bid per telephone conversation	22,600.00
	Credit for mansard roof removal and haul-off	1,200.00
	Total	21,400.00

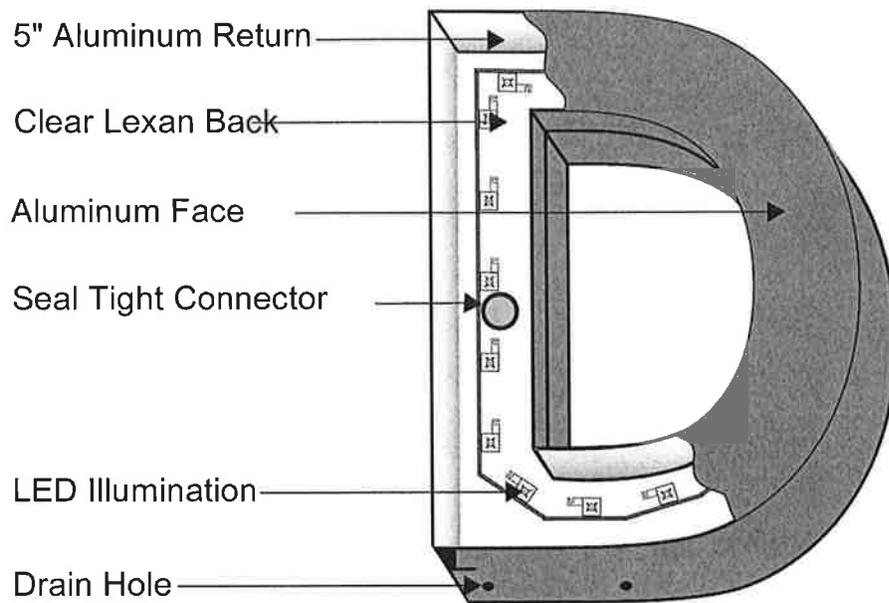
Thank you for the opportunity to bid this work

Scott Kisner
816-536-1448

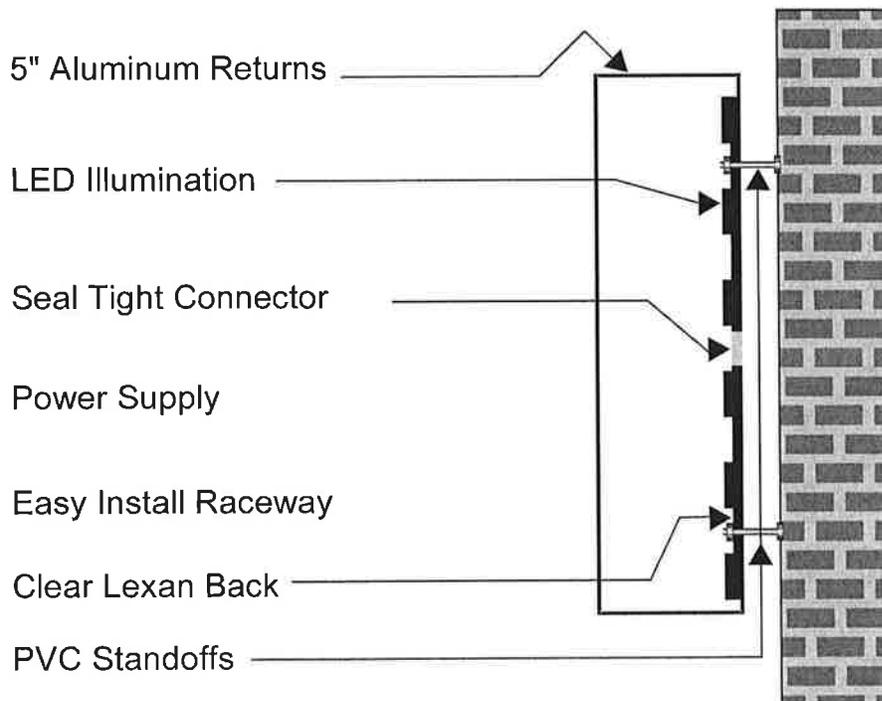
21,400.00

13/16

Back Lit Channel Letters



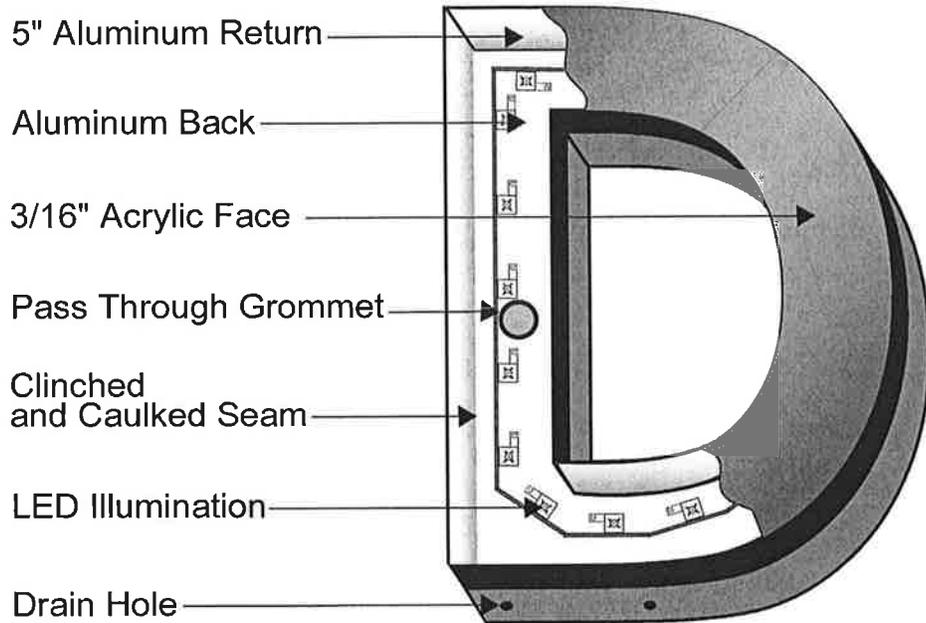
FRONT VIEW



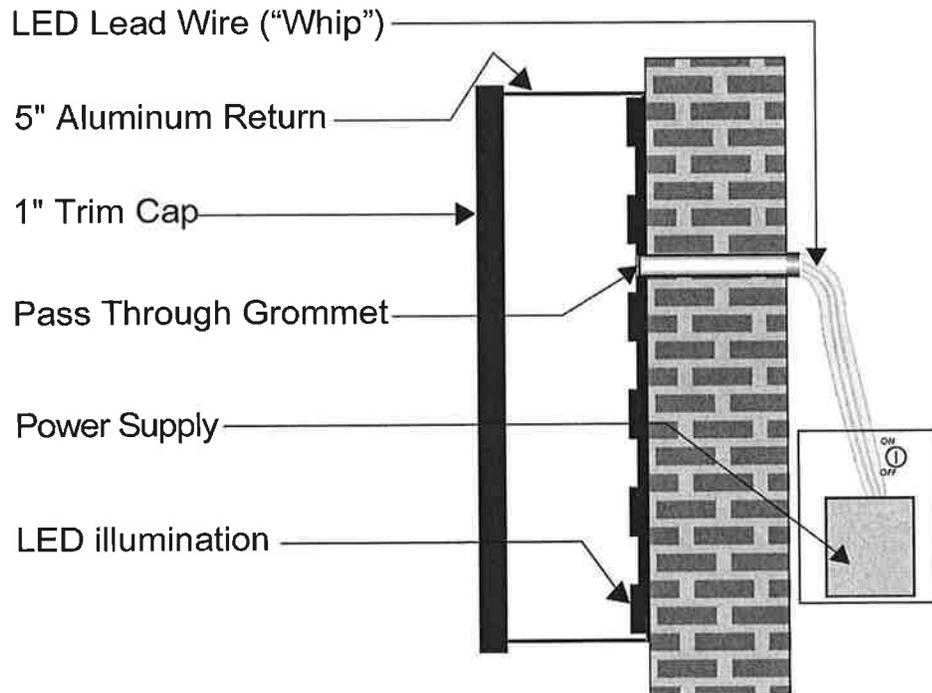
SIDE VIEW

Direct Mount

Front Lit Channel Letters



FRONT VIEW



SIDE VIEW FLUSH MOUNT



Estimate

11/3/14

RIC GINN ELECTRIC, LLC
P.O. BOX 300092
Kansas City, MO 64130
(816) 564-9574
ric@ricginnelectric.biz

State Farm Ins.

Sue Frank

10014 E. 63rd St

Raytown, MO 64133

- 1) Install two feeds for sign, on 20 amp gfi circuit, two feeds one front one rear.

Cost includes material & permit

Total Investment: \$ 715.00

11/6/14

Chapter 353 Tax Impact Analysis
 10014 East 63rd Street

Section A. Assumptions:

Section 1	Properties					
	<u>Address</u>	<u>Parcel #</u>	<u>Market Value</u>	<u>Class</u>	<u>AV</u>	
	10014 East 63rd Street	45-120-09-17-00-0-00-000	100,100	32%	32,032	
Section 2	2014 tax levies	Per \$100 AV				
	School District	6.3200				
	Fire Prot. Dist.	1.0300				
	City	0.5519				
	Handicap	0.0753				
	Jackson County	0.5141				
	Mental Health	0.1223				
	Metro Junior College	0.2374				
	Library	0.3200				
	State Blind	0.0300				
	Replacement Tax	1.4370				
	Total	10.6380				
Section 3	Land AV is as follows:					
		<u>Total AV</u>	<u>Land AV</u>	<u>Improvement AV</u>		
		32,032	2,919	29,120		
Section 4	Inflation per year:	2%				
Section 5	Abatement Term	10 Years 100% Improvement AV, or cost of improvement, whichever occurs first				
Section 6	Improvements					
		Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV
		35,000	117,600	37,632	2,919	\$ 34,713

Section B Estimated taxes without the improvement projects

TAX:		
	2015	\$ 3,407.56
	2016	\$ 3,475.72
	2017	\$ 3,475.72
	2018	\$ 3,543.87
	2019	\$ 3,543.87
	2020	\$ 3,612.02
	2021	\$ 3,612.02
	2022	\$ 3,680.17
	2023	\$ 3,680.17
	2024	\$ 3,748.32
TOTALS		\$ 35,779.42

Section C Estimated abated taxes with improvement projects

TAX:		
	2015	\$ 3,692.77
	2016	\$ 3,766.62
	2017	\$ 3,766.62
	2018	\$ 3,840.48
	2019	\$ 3,840.48
	2020	\$ 3,914.34
	2021	\$ 3,914.34
	2022	\$ 3,988.19
	2023	\$ 3,988.19
	2024	\$ 4,062.05
TOTALS		\$ 38,774.07

Estimated Taxes To Be Abated

Taxing Entity	School District	Fire District	County	City	Handicap Workshop	Mental Health	Junior College	Library	Blind	Replacement Tax	
% of tax rate	0.594096635	0.096822711	0.048326753	0.051880053	0.007078398	0.011496522	0.022316225	0.030080842	0.002820079	0.135081782	
<u>Year</u>											
2015	\$2,193.86	\$357.54	\$178.46	\$191.58	\$26.14	\$42.45	\$82.41	\$111.08	\$10.41	\$498.83	\$3,692.77
2016	\$2,237.74	\$364.69	\$182.03	\$195.41	\$26.66	\$43.30	\$84.06	\$113.30	\$10.62	\$508.80	\$3,766.62
2017	\$2,237.74	\$364.69	\$182.03	\$195.41	\$26.66	\$43.30	\$84.06	\$113.30	\$10.62	\$508.80	\$3,766.62
2018	\$2,281.62	\$371.85	\$185.60	\$199.24	\$27.18	\$44.15	\$85.71	\$115.52	\$10.83	\$518.78	\$3,840.48
2019	\$2,281.62	\$371.85	\$185.60	\$199.24	\$27.18	\$44.15	\$85.71	\$115.52	\$10.83	\$518.78	\$3,840.48
2020	\$2,325.49	\$379.00	\$189.17	\$203.08	\$27.71	\$45.00	\$87.35	\$117.75	\$11.04	\$528.76	\$3,914.34
2021	\$2,325.49	\$379.00	\$189.17	\$203.08	\$27.71	\$45.00	\$87.35	\$117.75	\$11.04	\$528.76	\$3,914.34
2022	\$2,369.37	\$386.15	\$192.74	\$206.91	\$28.23	\$45.85	\$89.00	\$119.97	\$11.25	\$538.73	\$3,988.19
2023	\$2,369.37	\$386.15	\$192.74	\$206.91	\$28.23	\$45.85	\$89.00	\$119.97	\$11.25	\$538.73	\$3,988.19
2024	\$2,413.25	\$393.30	\$196.31	\$210.74	\$28.75	\$46.70	\$90.65	\$122.19	\$11.46	\$548.71	\$4,062.05
	\$23,035.55	\$3,754.21	\$1,873.83	\$2,011.60	\$274.46	\$445.77	\$865.29	\$1,166.36	\$109.35	\$5,237.67	\$38,774.07

Raytown Municipal Redevelopment Corporation

Minutes

January 8, 2015

5:30 PM

Raytown City Hall
10000 East 59th Street
Raytown, MO 64133

The meeting of the RMRC was called to order at 5:35 PM by Vice President Mahesh Sharma and role was called.

Those in attendance: Mahesh Sharma, Pam Clark, Pat Ertz, Charlotte Melson, Tom Cole, John Benson.

Those absent/excused: Pat Searcy, Mayor David Bower.

Mr. Sharma called Agenda Item #1 (the only agenda item). Tom Cole introduced the application for Chapter 353 Tax Abatement as submitted by the applicant (Sue Frank, State Farm). The application requests tax abatement as available through the City of Raytown's Economic Development Policy and the Chapter 353 Program offered via state statute.

Mr. Cole reminded the committee that this incentive is not a traditional economic development tool designed to create jobs and new capital investment, but rather exists as a blight removal tool. As a blight study was previously completed for the downtown area, this project meets the qualifications required to receive a 10-Year 100% tax abatement on the real property.

Ms. Frank gave a brief presentation detailing the remodel of her second generation State Farm agency. In Summer 2014, she completed a \$100,000 interior remodel and will soon begin a \$35,000 exterior remodel to complete the entire redevelopment of her property.

Mr. Ertz inquired about the size of the awning and Ms. Melson asked about the height of the building. Both questions were answered to satisfaction by the applicant.

Mr. Cole provided insight as to the Tax Impact Analysis of the project which was calculated by Williams & Campo, PC on behalf of the City. Over the course of the 10-Year abatement, Ms. Frank will receive roughly \$38,774.07 in tax assistance.

Mr. Ertz motioned to forward the application to the Board of Aldermen with a positive recommendation.

Ms. Clark seconded the motion.

A vote was taken and the motion passes unanimously. The item will be forwarded to the Board of Aldermen for their consideration of an ordinance on January 20, 2015 and February 3, 2015.

The meeting was adjourned at 6:02 PM.

January 5, 2015

Mr. Mike Sanders
Jackson County Executive
415 East 12th Street
Room 202
Kansas City, Missouri 64106

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Raytown C-2 School District
Attn: Superintendent
6608 Raytown Road
Raytown, Missouri 64133

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Mid-Continent Public Library
Attn: Director
15616 East 24 Highway
Independence, Missouri 64050

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Raytown Fire Protection District
Attn: Fire Chief
6020 Raytown Trafficway
Raytown, Missouri 64133

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Jackson County Community Mental Health Fund
301 E. Armour Boulevard, Suite 640
Kansas City, MO 64111-1406

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Developmental Disability Services of Jackson County - Eitas
Attn: Executive Director
8511 Hillcrest Road, Suite 300
Kansas City, Missouri 64138-2762

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Metropolitan Community College District
Attn: Chancellor
3200 Broadway
Kansas City, MO 64111

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator

January 5, 2015

Missouri Department of Revenue
Tax Section
Harry S Truman State Office Building,
301 West High Street
Jefferson City, MO 65101

**NOTICE TO TAXING JURISDICTION
OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Raytown Board of Aldermen meetings on January 20 and February 3, 2015, regarding the Raytown Municipal Redevelopment Corporation's Redevelopment Plan, for the redevelopment of the following property: 10014 E. 63rd Street. The hearing is scheduled to be held at 7:00 p.m. Raytown City Hall, 10000 East 59th Street, Raytown, Missouri.

A copy of the tax impact analysis indicating actual and current ad valorem real estate taxes on the property proposed for redevelopment paid to each political subdivision, the effect on such taxes if the development plan is approved, and an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement, based on estimated assessed valuation of the real property involved as such property would exist before and after it is developed, is attached.

For further information, please call me at 816-737-6000.

Thomas A. Cole, CEcD
Economic Development Administrator