

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MARCH 3, 2015
REGULAR SESSION NO. 46
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

STUDY SESSION

Neighborhood Revitalization Program
John Benson, Development and Public Affairs Director

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 February 17, 2015 Board of Aldermen meeting minutes.

R-2748-15: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JEROME BARNES TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

2. **R-2749-15: A RESOLUTION** APPROVING A NEWSLETTER ADVERTISEMENT POLICY FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Brenda Gustafson, Public Information Officer.
3. **R-2750-15: A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH ARAMARK UNIFORMS FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$13,212.00 FOR FISCAL YEAR 2014-2015.** Point of Contact: Jim Melvin, Interim Public Works Director.
4. **R-2751-15: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY FOR FISCAL YEAR 2014-2015. Point of Contact: Jim Melvin, Interim Public Works Director.

5. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 9400 and 9600 E. 53rd Place.

5a. **FIRST Reading: Bill No. 6378-15, Section XIII. AN ORDINANCE** GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE A VEHICLE RENTAL BUSINESS ON PROPERTY LOCATED AT 9400 AND 9600 E. 53RD PLACE IN RAYTOWN, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.

6. Public Hearing: A public hearing to consider a Text Amendment to the Architectural Design Standards specified in the Crescent Creek Design Manual.

6a. **FIRST Reading: Bill No. 6379-15, Section XIII. AN ORDINANCE** GRANTING AN AMENDMENT TO THE ARCHITECTURAL DESIGN STANDARDS SPECIFIED IN THE CRESCENT CREEK DESIGN MANUAL ADOPTED BY ORDINANCE NUMBER 4952-04 ON MARCH 16, 2004. Point of Contact: John Benson, Development & Public Affairs Director.

ADJOURNMENT

Next Ordinance No. 5514-15

Memo

To: Mayor Bower and Board of Aldermen
CC: Mahesh Sharma, City Administrator
From: John Benson, Director of Development & Public Affairs
Date: February 25, 2015
Re: Study Session on Neighborhood Revitalization Efforts

A presentation will be given at the March 3, 2015 Board of Aldermen meeting to provide an update on the Development and Public Affairs Neighborhood Revitalization Program. While past presentations on the City's neighborhood revitalization efforts have focused on revitalizing the physical aspects of our neighborhoods, this presentation will focus on human aspect of our neighborhoods. More specifically, it will provide information on our residents now and in the future and what their expectations will be and what the City can do to help meet their needs and wants.

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
FEBRUARY 17, 2015
REGULAR SESSION NO. 45
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Pro Tem Steve Mock called the February 17, 2015 Board of Alderman meeting to order at 7:00 p.m. Sue Klotz provided the invocation and led the pledge of allegiance.

Roll Call

The roll was called and the attendance was as follows:

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

Absent: Alderman Joe Creamer

Public Comments

None.

Communication from the Mayor

Steve Mock, Mayor Pro Tem reminded residents to check on elderly residents and make sure pets are taken care of in the cold weather.

Communication from the City Administrator

Mahesh Sharma, City Administrator, thanked Public Works for their work in keeping the City streets clean. Mr. Sharma also thanked Tony Mesa for keeping the Governing Body informed about weather and street conditions.

Mr. Sharma spoke regarding the resolution to hire Mark Loughry as the City's Finance Director.

Committee Reports

Alderman Josh Green reminded residents to check on each other during the cold weather.

Alderman Janet Emerson announced the Human Relations Commission was scheduled to meet February 19, 2015 at 6:00 p.m. Alderman Emerson thanked Public Works for keeping the streets clean.

Alderman Bill Van Buskirk thanked Tony Mesa for his weather and street condition updates.

Alderman Michael Lightfoot announced the Government Relations Committee is scheduled to have a roundtable discussion February 19, 2015 at 8:00 a.m.

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 February 3, 2015 Board of Aldermen meeting minutes.

Alderman Ertz, seconded by Alderman Melson, made a motion to approve the consent agenda. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Creamer

REGULAR AGENDA

2. **R-2743-15: A RESOLUTION** AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RAYTOWN AND MARK LOUGHRY AS FINANCE DIRECTOR FOR THE CITY. Point of Contact: Mahesh Sharma, City Administrator.

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

Mahesh Sharma, City Administrator, provided the Staff Report and remained available for discussion.

Discussion included how the Board was happy to see Mr. Loughry return as Finance Director.

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

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

Nays: None

Absent: Alderman Creamer

3. **R-2744-15: A RESOLUTION** AMENDING RESOLUTION R-2681-14 RELATED TO CHARTER COMMISSION EXPENSES AND INCREASING THE TOTAL BUDGETED AMOUNT TO AN AMOUNT NOT TO EXCEED \$16,000.00 AND AMENDING THE FISCAL YEAR 2014-2015 BUDGET. Point of Contact: Teresa Henry, City Clerk.

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

No discussion.

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

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

Nays: None

Absent: Alderman Creamer

4. **R-2745-15: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSES. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, provided the Staff Report and remained available for discussion.

Discussion included if the City had to match funds under the proposed grant.

Alderman Van Buskirk, seconded by Alderman Jason Greene made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

5. **R-2746-15: A RESOLUTION** AUTHORIZING AND APPROVING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH PROS CONSULTING, INC. FOR A PARK MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR FISCAL YEAR 2014-2015. Point of Contact: Kevin Boji, Parks and Recreation Director.

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

Kevin Boji, Parks and Recreation Director and a representative of Pros Consulting provided the Staff Report and remained available for discussion.

Discussion included appreciation of Kevin and Park Board efforts in finding a qualified consulting firm for the project, if the 2001 master plan was similar and as extensive to the proposed plan, if objectives from the 2001 plan were achieved, costs for each Phase of the research, if estimated cost for consulting work aligned with Park Board's estimated costs, if the Board of Aldermen will be updated periodically during the research phase of the project, approximate man hours/people needed to complete the phases of the project, the involvement of City residents, the cost of Phase I of the project, the reason behind waiving the electronic survey, if Phase II of project required additional funding, if the Park Board held annual goal setting meetings, the location of the consulting firm, if the surveys conducted will address program planning, how would the consulting firm go about prioritizing recommendations, the need to educate the public on the possibilities Parks & Recreation has to offer, if project recommendations included the future of Super Splash, where funding will be coming from for this project, how Pros Consulting was selected for the project and if contingency money was set aside for additional/unforeseen projects during the research process of developing the master plan.

Alderman Ertz, seconded by Alderman Melson made a motion to adopt. The motion was approved by a vote of 8-1-1.

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

6. **R-2747-15: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH SPLASHTACULAR FOR WATERSLIDE MAINTENANCE AND REPAIR IN AN AMOUNT NOT TO EXCEED \$88,700.00 FOR FISCAL YEAR 2014-2015. Point of Contact: Kevin Boji, Parks and Recreation Director.

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

Kevin Boji, Parks and Recreation Director, provided the Staff Report and remained available for discussion.

Discussion included the difficulty of voting for the work when there is not a concrete plan for the future of the water park, funding for the slide maintenance would increase rider safety, ways the water park could save money on maintenance and equipment, doubts about the park's financial future and other maintenance being performed on the park grounds.

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

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

Nays: None

Abstain: Aldermen Jason Green, Emerson

Absent: Alderman Creamer

ADJOURNMENT

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

The meeting adjourned at 7:55 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: February 25, 2015
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-2748-15

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of University of Missouri Extension Council Representative.

Recommendation: Approve as written.

Analysis: The University of Missouri Extension Council in Jackson County consists of elected representatives from districts in Jackson County and mayoral appointees from the six cities of Blue Springs, Independence, Raytown, Grandview, Lee's Summit and Kansas City. Council members both elected and appointed serve a two-year term and can be reelected or reappointed to a second two-year term.

Alternatives: Appoint someone else.

Attachments: Letter

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF
JEROME BARNES TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL**

WHEREAS, the University of Missouri Extension Council consists of elected representatives from districts in Jackson County and mayoral appointees from the six cities of Blue Springs, Independence, Raytown, Grandview, Lee's Summit and Kansas City; and

WHEREAS, the Mayor recommends the appointment of Jerome Barnes to such position to represent the interest of the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Jerome Barnes to the University of Missouri Extension Council as proposed by the Mayor;

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

THAT Jerome Barnes, 7300 Crisp Avenue, Raytown, Missouri; is hereby appointed to the University of Missouri Extension Council to a 2-year term expiring on February 28, 2017, or until a successor is duly appointed; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of March, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

February 6, 2015

The Honorable David Bower
Mayor, Raytown
City Hall
10000 E. 59th Street
Raytown, MO 64133

Dear Mayor Bower:

The University of Missouri Extension Council in Jackson County consists of elected representatives from districts in Jackson County and mayoral appointees from the seven cities of Blue Springs, Grain Valley, Independence, Raytown, Grandview, Lee's Summit and Kansas City. Council members, both elected and appointed, serve a two-year term and can be reelected or reappointed to a second two-year term. County extension councils are statutorily created to work with the University in carrying out the local extension program (Sections 262:550 to 262:620, Revised Statutes of Missouri).

These state statutes indicate that any city in the county over 10,000 residents in the last 10-year census is eligible to appoint a member to the local extension council. One of your residents, Jerome Barnes, has been selected as a person who would be an excellent contributor to the Jackson County Extension Council. I have had a conversation with Mr. Barnes and he has shown interest to serve on the council. The Jackson County Extension Council would like to proceed with getting Jerome Barnes appointed to Extension Council from Raytown. However, the decision is up to the mayor of the city to make the appointment to the council.

Please let me know in the form of a letter or e-mail who the City of Raytown would like to appoint to the Missouri Extension Council in Jackson County for the 2015-2017 term. If possible, I need to know your appointee by February 20, 2015. The appointed individual will be sworn in at the Annual Meeting of the Jackson County Extension Council on February 26, 2015. I am attaching a flyer that describes the roles and responsibilities of the Jackson County Extension Council.

Thank you for your interest and support of University of Missouri Extension in Jackson County. If you have any questions regarding this appointment or about University of Missouri Extension please do not hesitate to contact me.

Sincerely,



Matt J. Brillhart, M.S.
Urban County Program Director
brillhartmj@missouri.edu
816-252-5051
Encl.

1600 NE Coronado Drive, Blue Springs, MO 64014
Phone: 816-252-5051 • Fax: 816-252-5575
<http://extension.missouri.edu/jackson>



Be An Educational Leader

Join the 2015 Jackson County Extension Council

The Jackson County Extension Council invites you to become an educational leader in our community by allowing your name to be placed on the 2015 council election ballot.

We extend this invitation to you to become a nominee for the University of Missouri Extension Council of Jackson County because we feel you are in tune with your community, have your community's best interests at heart and are willing to open the doors of opportunity for Jackson County residents through University of Missouri Extension.

County extension council members and MU Extension faculty act as educational brokers, putting the interests and concerns of local people together with the resources of our land-grant university so people can obtain their goals. Throughout Missouri, extension councils and MU Extension professionals have identified an array of issues and have found ways University facilities and people can help.

Because extension councils, through federal and state laws, have a legal foundation for operation and a working partnership with MU Extension, the variety and scope of educational programs are nearly unlimited.

As representatives of all Jackson County residents, extension council members are in the best position to discover what local people want and need from Missouri's land-grant university. MU extension professionals and council members can serve as the front door for the University of Missouri, putting residents in touch with those who can help and enhancing the local quality of life.

“Serving on the Jackson County Extension Council provides the rare opportunity to impact the lives of all Jackson County citizens through program development and interaction with county and state leaders.”

Richard Boulton
Council Chairman

Contact Matt J. Brillhart
Jackson County
Program Director

1600 NE Coronado Drive
Blue Springs, MO 64014
Phone: (816) 252-5051
E-mail: brillhartmj@missouri.edu
<http://extension.missouri.edu>

Deadline for Nominations
December 31, 2014

You can make a difference!

UNIVERSITY OF MISSOURI
 Extension

EQUAL OPPORTUNITY/ADA INSTITUTION

Extension Council Responsibilities

- Assist in planning and carrying out Extension educational efforts in the community.
- Identify concerns of the community and make recommendations to the University.
- Obtain funds to support local operations and educational programs through the county commission, program fees, donations and grants.
- Administer the council budget to support local office operations.

University of Missouri Extension Improves Jackson Countians' Lives

Jackson County residents contact their Extension center more than 100,000 times annually for research-based resources to:

- *Build strong individuals, families and communities;*
- *Create and sustain healthy environments;*
- *Enhance the economic viability of residents, businesses, farms and communities.*

Current MU Extension Programs:

- **Master Gardeners of Greater Kansas City**
- **Master Naturalists**
- **4-H Club and After School Programs**
- **Family Nutrition Education Program**
- **Small Business Development Program**
- **Local Food Systems Program**
- **Child Care Provider Training**
- **Rent Smart and Home Buyer Education**
- **Credit and Financial Education Programs**
- **Nutrition and Health Programs**
- **Emergency Management Training**
- **Continuing Education Programs**
- **Eating from the Garden Program**
- **Building Bridges**

2014 Jackson County Extension Council Members

<i>Rich Boulton</i>	<i>Chair</i>
<i>B. Allen Garner</i>	<i>Vice Chair</i>
<i>Judy Qualkinbush</i>	<i>Treasurer</i>
<i>Vonda Schnelle</i>	<i>Asst. Treasurer</i>
<i>Valencia Broadus</i>	<i>Secretary</i>
<i>Alexa Barton</i>	<i>Asst. Secretary</i>
<i>Barbara Barry</i>	<i>District 1</i>
<i>Tu'Fanza Byrd-Primos</i>	<i>District 1</i>
<i>Viannella Halsall</i>	<i>District 1</i>
<i>Matthew Scanlon</i>	<i>District 1</i>
<i>Mary Cowan</i>	<i>District 2</i>
<i>Drew Kelley</i>	<i>District 2</i>
<i>Alethea Rollins</i>	<i>District 2</i>
<i>Lyle Shaver</i>	<i>District 3</i>
<i>Kim Roam</i>	<i>District 3</i>
<i>Reinhard Weglarz</i>	<i>District 3</i>
<i>Valencia Broadus</i>	<i>Kansas City</i>
<i>Gary Fruits</i>	<i>Lee's Summit</i>
<i>Alexa Barton</i>	<i>Grain Valley</i>
<i>Greg Stegner</i>	<i>Farm Bureau</i>

UNIVERSITY OF MISSOURI
 **Extension**

EQUAL OPPORTUNITY/ADA INSTITUTION

The Jackson County Extension Council Needs You!

Your time, talents and experience can make life better in our county.

**CITY OF RAYTOWN
Request for Board Action**

Date: February 25, 2015
To: Mayor and Board of Aldermen
From: Brenda Gustafson

Resolution No.: R-2749-15

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: One of the City's communication tools is a 16-page newsletter. We produce the newsletter to keep our residents informed and be transparent in our actions. The newsletter goes to every resident in the City of Raytown. The City has set up a Raytown Community Betterment Fund at the Truman Heartland Community Foundation to accept monies from businesses and other entities for advertisements in the City's newsletter. The staff is proposing guidelines to set the parameters for what can and cannot be accepted.

Recommendation: To accept the policy of guidelines for advertising in the City of Raytown Newsletter.

Analysis: We polled the cities of Gladstone, Raymore, Lee's Summit and Prairie Village for their guidelines for their own newsletters. We found most of the cities have similar guidelines to what we are proposing.

The newsletter costs around \$11,000.00 (68 cents per piece) for design, print, postage and mail services. By selling advertising, we have the opportunity to partner with the business community to help offset these costs to the City's budget.

Alternatives: No guidelines

Budgetary Impact: \$0

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

Additional Reports Attached: Policy

A RESOLUTION APPROVING A NEWSLETTER ADVERTISEMENT POLICY FOR THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the adoption of a formal Newsletter Advertisement Policy by the City is desirable to establish guidelines for advertising in the City of Raytown Newsletter; and

WHEREAS, the Board of Aldermen find it in the best interest of the citizens of the City of Raytown to adopt and implement the Newsletter Advertisement Policy set forth in Exhibit "A" attached hereto;

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

THAT the Newsletter Advertisement Policy set forth in Exhibit "A" attached hereto and made a part hereof by reference is hereby approved and adopted.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of March, 2015.

David Bower, Mayor

ATTEST:

Teresa Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



**City of Raytown
Policies & Procedures Guidelines
City of Raytown Newsletter**

A. Advertising – Purpose

1. The purpose of this Policy is to generate revenue to cover the costs of the City's publication, the City of Raytown Newsletter.
2. In connection with this purpose, the City desires to advertise events, attractions and entertainment and to advertise goods and services that are provided by businesses or other enterprises located in the City of Raytown. The City finds that such advertising would attract business, commerce, and industry to the City and/or would showcase the City's excellent quality of life and community.
3. By allowing select paid advertising in the City of Raytown Newsletter, the City is not creating a forum for public speech.
4. The City would not receive the monies. All revenue would go to the Raytown Community Betterment Fund (RCBF), held through Truman Heartland Community Foundation. This fund would be responsible for receiving payments for advertisement and for paying the bills that are generated by the publication of the newsletter.

B. Advertising – General

1. The City's Newsletter shall accept only commercial advertisements, defined as advertisements proposing a commercial transaction, good, or service. Non-commercial advertisements for the purpose of expressing political or religious messages, or messages otherwise related to public issues will not be accepted. Advertisements which propose a commercial transaction but which have a primarily non-commercial purpose shall not be accepted. The expectation to this rule is advertising of public events by public agencies in accordance with this Policy.
2. Notwithstanding the fact that the RCBF is allowing select paid commercial advertising in its Newsletter, the RCBF expressly reserves its proprietary right and precedence over paid advertising to include notices and other kinds of advertisements relating to the City's operations and other City related information, including City-sponsored events.
3. Aesthetic considerations, available space and the City's need to convey City related information will take precedence over revenue generation via paid commercial advertisements.

4. Accepted advertisements will be based on the deadline for producing each newsletter and the following tiers of priority: priority will first be given to the City of Raytown businesses; priority will next be given to all Eastern Jackson County businesses; and finally, priority will be given to all remaining businesses for the remaining available advertising space. Advertisements will be selected on a first-come-first serve basis with each priority tier. No advertisement space will be allotted unless full-payment is received before the design date.
5. Quantity, quality and placement of all advertising will be controlled by and subject to the specific approval of the RCBF.
6. The City reserves the right to review each proposed advertisement in advance and reject any proposed advertisement which does not meet the City's standards as set forth in this Policy.

Advertising – Selection, Payment and Restrictions

1. Each entity/individual wishing to purchase advertising space shall submit an application to the RCBF or his/her designee. The Application Form attached to this Policy as Exhibit A shall be used for this purpose. The application shall include a final image of the proposed advertisement and payment for the advertisement.
2. The Raytown Newsletter is published 4 times per year. The deadline for all advertising applications and camera-ready art is established in our Schedule (Exhibit B).
3. If the applicant does not receive written notification of rejection within 15 days of the scheduled publication date, the applicant may assume its application was approved. Failure by the RCBF to provide such notice of the rejection does not preclude the RCBF from determining not to publish a proposed advertisement. The RCBF will process the payment for an approved application beginning with the receipt of the application unless an application must be reviewed for a final decision as set forth in section 4 below.
4. If your ad is rejected, a refund will be issued within 5 days. If the ad is withdrawn before the document goes to the designer, a complete refund will be made available. If it is withdrawn during the one week design, a refund will be issued minus a \$25 fee. If the publication has gone to the printer, no refund will be available.
5. Before any application is rejected based on the standards set forth in this Policy, it shall be referred to the RCBF or his/her designee for review and a final decision. If a final decision of rejection is made, the Fund or his/her designee will notify the applicant of the decision in writing prior to publishing of the newsletter.
6. No advertisement will be permitted that:
 - a. Does not have as its primary purpose the proposal of a commercial transaction (for example, a non-commercial advertisement for the purpose of expressing political messages, or messages otherwise related to public

issues), except the advertising of public events by public agencies in accordance with this Policy.

- b. Makes a personal attack against or otherwise appears intended to offend any individual or entity, product or institution by means of, including but not limited to, use of discriminatory language or depictions, or stereotyping.
- c. Is false, grossly misleading or defamatory in any respect;
- d. Condone, solicits, or otherwise appears to promote any type of criminal/illegal act or conduct, or which appears derogatory toward any aspect of the law enforcement profession.
- e. Portrays acts of violence, murder, sedition, terror, antisocial behavior, vandalism, or other acts of violence;
- f. Depicts nudity or portions of nudity that would be reasonably considered as offensive, distasteful, pornographic or erotic; is obscene or advertises adult entertainment;
- g. Promotes products or services that are contrary to public health, safety, or welfare, such as tobacco or alcohol related products;
- h. Is in conflict with an applicable federal, state, or local law, statute, or ordinance;
- i. Implies an endorsement by the City.

**CITY OF RAYTOWN
Request for Board Action**

Date: February 25, 2015
To: Mayor and Board of Aldermen
From: Jim Melvin, Interim Public Works Director

Resolution No.: R-2750-15

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the Uniform Rental Contract low bid of Aramark Uniform Services.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received three quotes for providing uniform rental services to the Public Works Department. The most economical quote for the City was from Aramark Uniform Services, with an annual cost, based on the rates provided, of \$8,400.32. Staff recommends approval of the contract with Aramark Uniform Services for the budgeted amount of \$13,212.00. Expenditures will be less than the budgeted amount, but more than the \$8,400.32 due to new hires, oversize uniforms, and other setup and maintenance fees allowed in the contract. There is provision in the contract to renew three times for additional 12 months each with written notice.

This project would provide uniforms, floor mats, shop towels, and other uniform items to the operations staff and to the building maintenance staff.

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: \$13,212.00
Department: Public Works
Fund: General Fund

Additional Reports Attached: Tabulation of quotations received
Aramark Agreement.

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH ARAMARK UNIFORMS FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$13,212.00 FOR FISCAL YEAR 2014-2015

WHEREAS, the City of Raytown received three bids for providing uniform rental services to the Public Works Department for the period of March 3, 2015 through October 31, 2015; and

WHEREAS, three (3) bids were received and it has been determined that the bid submitted by Aramark Uniforms was the lowest and best bidder; and

WHEREAS, the City desires to award the bid to Aramark Uniforms for the rental of uniforms for an initial 7-month period with the option to renew; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of Raytown to authorize the expenditure of funds with Aramark Uniforms in an amount not to exceed \$13,212.00 for fiscal year 2014-2015;

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

THAT the bid from Aramark Uniforms is declared to be the lowest and best bid and is hereby accepted by the Board of Aldermen for uniform rental for an initial 7-month period with the option to renew; and

FURTHER THAT expenditure of funds for the uniform rental for fiscal year 2014-2015 in an amount not to exceed \$13,212.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the bid award.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of March, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to form:

Joe Willerth, City Attorney

RATE COMPARISON FOR UNIFORM CONTRACT

ITEM	No. Wearers	Items/Wearer	Change/Wk	Unifirst Rate	Arramark Rate	Cintas Rate	Unit	Frequency	Unifirst Weekly Price/Wearer	Arramark Weekly Price/Wearer	Cintas Weekly Price/Wearer	Total All Wearers Weekly	Total All Wearers Weekly	Total All Wearers Weekly
Polo Shirt	3	7	5	\$ 0.15	\$ 0.20	\$ 0.42	Item	Weekly	\$ 1.05	\$ 1.40	\$ 2.91	\$ 3.15	\$ 4.20	\$ 8.74
Carpenter Jeans/Pants	21	11	5	\$ 0.29	\$ 0.23	\$ 0.345	Item	Weekly	\$ 3.19	\$ 2.53	\$ 3.80	\$ 66.99	\$ 53.13	\$ 79.70
Work Shirt	12	11	5	\$ 0.14	\$ 0.14	\$ 0.25	Item	Weekly	\$ 1.54	\$ 1.50	\$ 2.75	\$ 18.48	\$ 18.00	\$ 33.00
Bib Overall	3	11	5	\$ 0.57	\$ 0.40	\$ 1.012	Item	Weekly	\$ 6.27	\$ 4.40	\$ 11.13	\$ 18.81	\$ 13.20	\$ 33.40
Service Charge							Item	Weekly	\$ 2.00	\$ 4.66	\$ 4.75	\$ 2.00	\$ 4.66	\$ 4.75
tee shirts mechanic	3	11	5	\$ 0.15	\$ 0.18	\$ 0.19	Item	Weekly	\$ 1.65	\$ 2.00	\$ 2.09	\$ 4.95	\$ 6.01	\$ 6.27
							Subtotal					\$ 114.38	\$ 99.20	\$ 165.85
							Inventory							
							Rate/Item							
Mat 3x10	8	\$ 3.06	\$ 2.90	\$ 7.48				Frequency				\$ 24.48	\$ 23.20	\$ 59.84
Mat 4x6	10	\$ 2.45	\$ 1.90	\$ 6.24				Weekly				\$ 24.50	\$ 19.00	\$ 62.40
Mat 3x4	3	\$ 1.53	\$ 0.95	\$ 4.95				Weekly				\$ 4.59	\$ 2.85	\$ 14.85
Scraper 3x5	8	\$ 1.53	\$ 0.95	\$ 6.54				Weekly				\$ 12.24	\$ 7.60	\$ 52.32
Anti Fatigue 3x5	2	\$ 1.53	\$ 0.95	\$ 5.91				Weekly				\$ 3.06	\$ 1.90	\$ 11.82
							Subtotal					\$ 68.87	\$ 54.55	\$ 201.23
Shop Towels	200	\$ 0.07	\$ 0.03	\$ 0.11	100	1%		Weekly				\$ 14.00	\$ 5.00	\$ 22.00
Replacement Charge	2	\$ 0.27	\$ 0.40	\$ 0.40				Weekly				\$ 0.54	\$ 0.80	\$ 0.80
Fender Covers	4	\$ 0.66	\$ 0.21	\$ 0.89	100	0%		Weekly				\$ 2.64	\$ 0.84	\$ 3.56
							Subtotal					\$ 17.18	\$ 6.64	\$ 26.36
New Hire Setup Fee								Single Fee				\$ 28.60	\$ 30.00	\$ -
Direct Embroidery												\$ 49.50	\$ -	\$ -
							TOTAL	WEEKLY				\$ 200.43	\$ 160.39	\$ 393.44
Annual Cost for Weekly Uniforms												\$ 10,422.36	\$ 8,340.32	\$ 20,458.72
One Time Setup Cost												\$ 1,640.10	\$ 60.00	\$ -
% Annual Increase after first year.								ANNUAL				\$ 12,062.46	\$ 8,400.32	\$ 20,458.72
0.05	0.05	0.03						YEAR 2				\$ 12,665.58	\$ 8,820.34	\$ 21,072.49
Unifirst	Arramark	Cintas						YEAR 3				\$ 13,298.86	\$ 9,261.35	\$ 21,704.66
Unifirst and Arramark are recent quotes. Cintas values are from our current contract.														
								TOTAL 3 YEARS:				\$ 38,026.91	\$ 26,482.01	\$ 63,235.87



Customer Information Sheet (CIS)

CUSTOMER NAME City of Raytown

CUSTOMER NO. _____

PAGE NO. _____

CONTACT NAME:

Andy Noll

CONTACT TITLE:

DIRECTOR OF PUBLIC WORKS

Reason For CIS: New Customer Add Allied Products Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Additional Services and Charges:

- | | | | | |
|--------------------------|--------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Preparation Charge | \$0.25 | per Garment |
| <input type="checkbox"/> | <input type="checkbox"/> | Service Charge | (KP) 3% \$0.25 | per Week |
| <input type="checkbox"/> | <input type="checkbox"/> | Extra Suit Charge | _____ | per Wearer |
| <input type="checkbox"/> | <input type="checkbox"/> | Special Merchandise (If yes, see Special Merchandise Addendum) | | |
| | | <input type="checkbox"/> Direct Embroidered | | |
| | | <input type="checkbox"/> Other | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Emblem Description | | |
| | | <input type="checkbox"/> Name Emblem | Unit Price \$0.75 | |
| | | <input type="checkbox"/> Company Emblem | Unit Price \$1.50 | |
| | | <input type="checkbox"/> Other | | |
| | | Emblem Color: _____ | Name: _____ | Company: _____ |
| | | | Embroidered: <input type="checkbox"/> | Silk Screen: <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Charges/Services: _____ | | Image Print: <input type="checkbox"/> |

EasyCare™	
GARMENT MERCHANDISE	EasyCare™ Rate (per item in inventory per week)

General:

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below, 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment

Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to ~~the percentage change in the Consumer Price Index over the previous 12 months~~ or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT CITY OF RAYTOWN (816) 737-6000
 Name of Customer Customer Phone Number
 PRI DIRECTOR OF PUBLIC WORKS
 Name & Title of Customer Contact

PRINT KEVIN PRICKETT, ACCOUNT EXECUTIVE
 Aramark Representative Name & Title Date _____
 Signature – Aramark Representative

By _____ Date _____
 Signature of Authorized Customer Representative

Signature – Aramark General Manager Date _____



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: CustomerDeskCCFCM@Uniform.Aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business:		*DUNS Number:	
*Trade Name:		Date Business Started:	
*Street Address:		*City:	*State: *Zip Code:
*Telephone Number: () -	Fax Number: () -	*Email Address:	
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Monthly Sales:	
Do you have an existing account with another ARAMARK line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of ARAMARK location:	
If so, please provide the following information: Account Number		ARAMARK telephone number:	

The Undersigned hereby makes this application for credit to ARAMARK Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be accessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

TERMS AND CONDITIONS

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

_____(Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") ~~either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months of 5%, whichever is greater,~~ ^{year} AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts, AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts,

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

City of Raytown (816) 737-6000
Name of Customer Customer Phone Number

Director of public Works
Name & Title of Customer Contact

By Date
Signature of Authorized Customer Representative

product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

Kevin Prickett, Account Executive

Aramark Representative Name & Title

Signature - Aramark Representative Date

Signature - Aramark General manager Date

CITY OF RAYTOWN

Request for Board Action

Date: February 26, 2015

Resolution No.: R-2751-15

To: Mayor and Board of Aldermen

From: John Benson, AICP, Director of Development and Public Affairs

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____

Action Requested: Approval of a Resolution authorizing the City Administrator to enter into an Agreement with the Institute for Building Technology and Safety (IBTS).

Analysis: Last year, due to a hail storm that caused damage to over 1,500 homes in Raytown, the Development and Public Affairs Department issued more than 1,400 roofing permits over a four to six month period of time. In addition, the number of permits issued resulted in over 1,400 inspections. The number of inspections does not include the additional number of site visits made by the City's Building Official to inform various roofing companies that they must obtain a roofing permit. The number of permits issued as well as the resulting site visits and inspections performed by the City's Building Official resulted in a disruption to normal routine activities within the Development and Public Affairs Department.

The Right-of-Way Inspector in the Public Works Department provides back-up support for building inspection services. However, providing building inspection services has to also be balanced with his normal duties, which last year was challenging due to the number of right-of-way inspections resulting from the City's sanitary sewer construction project and Google Fiber installation.

To avoid these disruptions to normal City services in the future, staff in the Development and Public Affairs Department has discussed inspection services with the Institute for Building Technology and Safety (IBTS). As provided in the attached brochure, IBTS is capable of providing a variety of services including construction plan review, construction permit issuance, and inspection of different types of construction projects. The inspectors provided by IBTS have the same certifications as the City's Building Official. Therefore, there will not be a loss in expertise, if the City should need to utilize their services.

The desired services for this Agreement will be for construction inspection services and construction plan review. This proposed agreement will enable City staff to utilize their services if needed while ensuring that normal level of service is maintained. Staff anticipates only using the plan review services in response to unforeseen storm damages and for large scale commercial construction projects that exceed or supplement the time or technical capabilities of the City's Building Official. The authorization for these services when needed would be made by the City Administrator.

Alternatives: Not approve the resolution to adopt the Agreement.

Budgetary Impact: The Agreement will necessitate the City to pay IBTS for the inspection services performed. The exact cost of these services, however, cannot be determined as it will depend upon the type of services to be provided and length of time the services from IBTS are needed by the City. The cost will not, however, exceed budgeted funding available.

Additional Reports / Information Attached:

- Service Agreement between the City of Raytown and IBTS

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY FOR FISCAL YEAR 2014-2015

WHEREAS, the City desires to engage the services of the Institute for Building Technology and Safety to provide construction inspection services and construction plan review; and

WHEREAS, the Scope of Work to be provided by Institute for Building Technology and Safety as described in the Professional Service Agreement are set forth in the attached Exhibit "A", and;

WHEREAS, the City Administrator is authorized and empowered by the City to execute contracts providing for professional services, upon approval by the Board of Aldermen; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with the Institute for Building Technology and Safety for fiscal year 2014-2015 for such purposes; and

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

THAT the Professional Services Agreement by and between the City of Raytown, Missouri and Institute for Building Technology and Safety for fiscal year 2014-2015 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this agreement 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 3rd day of March, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Service Agreement

between

IBTS

and

CITY OF RAYTOWN, MO

On this _____ day of _____, 2014, the CITY OF RAYTOWN, MO, herein after referred to as "Jurisdiction", located at 10000 East 59th Street, Raytown, MO 64133, and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, the Mid-America Regional Council (MARC), along with IBTS and has made available to the Jurisdiction for consideration regional building code services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local Jurisdictions and regional councils by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction recognizes the safety and other energy benefits from code compliance of residential and commercial structures; and

WHEREAS, Jurisdiction desires to participate in the regional services negotiated by MARC with IBTS:

NOW THEREFORE, in consideration of the above, Jurisdiction hereby enters into this cooperative purchase agreement made available through the Kansas City Regional Purchasing Cooperative (KCRPC) program for the services described below:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Master Agreement for the building department services project.

"Advisory Committee" refers to the Oversight Advisory Committee established by MARC. The Advisory Committee consists of representatives of participating Jurisdictions and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building code department permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdictions" refers to city, county and other governmental organizations in the states of Kansas and Missouri.

"Master Agreement" refers to the agreement entered into by MARC and IBTS for the purposes of defining key elements of the regional approach to the building department services project (also called MARC/IBTS Project or Project) and the responsibilities of both parties.

"Services Agreement" refers to this agreement entered into by a Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through the Kansas City Regional Cooperative Purchasing

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF RAYTOWN, MO

program (KCRPC). Any Jurisdiction in the states of Kansas and Missouri can enter into a Service Agreement with IBTS as a result of this Master Agreement.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Master Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

- _____ : Building Code Department Services & Fees, Attachment B
- _____ : Flood Plain Services & Fees, Attachment C
- _____ : Accessibility Code Services & Fees, Attachment D
- _____ : Fire Code Review & Inspection Services & Fees, Attachment E
- _____ : Storm water Services & Fees, Attachment F
- _____ : FIT® Permitting Software & Fees, Attachment G
- _____ : Energy Management & Green Building Services & Fees, Attachment H
- _____ : Planning & Zoning Services & Fees, Attachment I
- _____ : Property Maintenance Services, Attachment J
- _____ : Wastewater Review, Attachment K

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Property Maintenance Services, Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Master Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Master Agreement as described in Section 15.0 – Agreement Modification.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF RAYTOWN, MO

6.0 FEE COLLECTION:

IBTS will collect the fees for all services as described in the attachments, with the exception of Property Maintenance Services. IBTS will retain fees for its services and report activity to the Jurisdiction. Reports will include the appropriate permit fee rebates.

The Jurisdiction will be responsible for collecting all fees, fines and violations associated with Property Maintenance services. IBTS will invoice the city on a monthly basis for Property Maintenance Services provided.

6.1 PAYMENT TERMS AND PROCESS

IBTS in accordance with schedules attached to this Service Agreement, IBTS will utilize its existing credit card processing system, which includes acceptance of e-checks, to receive all fees associated with the services provided to the Jurisdiction. IBTS will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

Jurisdiction agrees to pay IBTS for Property Maintenance Services according to the attached schedule. Jurisdiction agrees to pay IBTS for services provided with 45 working days of receipt of invoice from IBTS.

Jurisdiction's Permit Fee Rebates – IBTS has provided suggested permit fees in the attached fees schedules. Each Jurisdiction shall establish permit fees for each permit type shown in the fee schedule. These permit fees, along with all other plan review, inspection, flood review, handling and other fees required for the permit, shall be paid to IBTS at the time the applicant submits the permit application. IBTS will rebate the Jurisdiction's permit fees to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within 45 working days of the end of the month, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit will accompany the rebate.

IBTS will reimburse the Jurisdiction's permit fees for services the Jurisdiction provides such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities only after the inspections have been completed and the building has passed all IBTS inspections. Each Jurisdiction will establish these permit fees for each permit type shown the fee schedule. The Jurisdiction's established fees may vary from the suggested permit fees included the attached fee schedule.

IBTS will include the Jurisdiction's adopted permit fees as part of permitting software upon receipt of a resolution for the Jurisdiction that adopts and establishes those fees.

All rebate payments shall be made payable to: City of Buckner, Missouri. A report of all activity processed during the month shall accompany each payment. The payment shall be submitted with the report to: City of Raytown, 10000 East 59th Street, Raytown, MO 64133.

The report shall include the following information, at a minimum, for the activity processed during the quarter:

- 1) Jurisdiction name
- 2) date fees were collected
- 3) permit number
- 4) permit category

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF RAYTOWN, MO

- 5) permit type
- 6) plan review fees
- 7) inspection fees, and
- 8) calculation of jurisdiction's permit fees

IBTS Plan Reviews, Inspection and Other Services Fees – IBTS will retain the amounts paid by the applicant for plan reviews, inspections and/or other services as described in the attached schedules to cover the building department services provided by IBTS.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on February 1, 2015, and shall end on January 31, 2017. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 REFERENCES

The Jurisdiction understands they are purchasing the services initialed in Section 3.0 Service Selection and agree to all terms listed herein, as well as the conditions and terms as described in the Master Agreement between IBTS and the Mid America Regional Council.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF RAYTOWN, MO

11.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: David Moreaux, Contracts Administrator
45207 Research Place
Ashburn, VA 20147

CITY OF RAYTOWN, MO
Attn:
Address:
City, State ZIP

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Greg Seldon, Director
45207 Research Place
Ashburn, VA 20147

CITY OF RAYTOWN, MO
Attn:
Address:
City, State ZIP

12.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the Master Agreement and third priority shall be given to the provisions of the IBTS Scope of Services as described in the following Attachments and any amendments.

13.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2014.

For IBTS:
Printed Name: _____
Title: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

Signature: _____
Date: _____

SERVICE AGREEMENT
ATTACHMENT A – AUGMENTED SERVICES

A1.0 AUGMENTATION SERVICES

IBTS will provide labor only staff to deliver the services called for in this agreement on a specific instance as requested by the jurisdiction. The fees, per staff are outlined in each of the following attachments that describes services delivered.

IBTS will work with the jurisdiction to represent the city in the best manner possible by wearing uniforms with the jurisdiction's city seal, name and information as appropriate on the uniform. IBTS will can also place the city's seal and department name on IBTS¹ vehicles to identify the department(s) of the city being represented.

All fees for augmentation services are shown in the individual service fee schedules.

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Permit Applications

Citizens/contractors may go to each jurisdiction's city hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS FIT® software. In either case, a local jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the FIT® software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

B2.0 BUILDING CODE DEPARTMENT FEES

RESIDENTIAL FEE SCHEDULE					
ITEM	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	MARC Handling
New Construction	0-3,000	Suggested Permit Fees are \$50 each	\$250.00	\$625.00	1.5% of plan review and inspection fees retained by MARC.
	3,001-5,000		\$390.00		
	>5,001		\$490.00		
New Modular	ALL		\$150.00	\$250.00	
New Addition/ Remodel	0-2,000		\$390.00	\$250.00	
	2,001-5,000		\$565.00		
	5,001 >		\$765.00		
New Manufactured Housing	ALL		n/a	\$250.00	
New Detached Accessory	ALL		\$165.00	\$300.00	
New Portable Building	ALL		\$75.00	\$150.00	
Structure Relocation (Move)	ALL	\$185.00	\$250.00		
Swimming Pool	ALL	\$165.00	\$300.00	See Master Agreement for full details.	
MISCELLANEOUS	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	MARC Handling
1st Re-Inspection	n/a	n/a	n/a	n/a	1.5% of plan review and inspection fees retained by MARC.
2nd Re-Inspection		n/a		\$90.00	
3rd Re-Inspection		n/a		\$150.00	
Roofing Inspection		Suggested Permit Fees are \$25 each		\$100.00	
Electrical Meter Change				\$75.00	
Mechanical Trade Inspection				\$75.00	
Electrical Trade Inspection				\$75.00	
Plumbing Trade Inspection				\$75.00	
Demolition				\$75.00	
Change of Occupancy				\$75.00	
Change of Contractor				n/a	
Permit Extensions				n/a	
Decks				\$150.00	
Temporary Pole		\$75.00			
All Stop Work Orders		n/a			
Re-Roof		\$150.00			
Flood Determination Review		\$65.00			
		\$250.00			See Master Agreement for full details.
		\$25			
		n/a			

COMMERICAL BUILDING CODE FEE SCHEDULE

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

GROUPS	OCCUPANCY	SQUARE FOOTAGE		JURISDICTION SUGGESTED PERMIT FEES	IBTS CODE REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	IBTS CODE INSPECTION FEE	MARC HANDLING FEES
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$100.00	\$385.00	\$175.00	\$1,250.00	1.5% of plan reviews and inspections; \$300 maximum See Master Agreement for full details
		2,501	4,500		\$650.00		\$1,500.00	
		4,501	10,000		\$1,300.00			
		10,001	50,000		\$1,850.00	\$300.00	\$2,800.00	
		50,001	100,000		\$3,250.00		\$4,000.00	
		100,000	300,000		\$4,500.00		\$8,500.00	
		300,001 +			\$4,500 + .01 sq.ft. over 300,000	\$500.00	\$8,500 + .01 sq.ft. over 300,000	
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$100.00	\$385.00	\$125.00	\$1,000.00	
		2,001	5,000		\$650.00		\$1,500.00	
		5,001	10,000		\$1,300.00		\$1,850.00	
		10,001	20,000		\$1,650.00	\$200.00	\$4,095.00	
		20,001	30,000		\$2,450.00		\$5,265.00	
		30,001	50,000		\$3,475.00		\$7,020.00	
		50,001	100,000		\$4,275.00	\$325.00	\$11,700.00	
		1,000,001	300,000		\$5,500.00		\$21,000.00	
		300,001 +			\$5,500 + .01 sq.ft. over 300,000		\$325.00	\$21,000 + .01 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE	0	3,000	\$100.00	\$415.00	\$125.00	\$750.00	
		3,001	10,000		\$825.00		\$1,755.00	
		10,001	30,000		\$1,550.00		\$2,575.00	
		30,001	80,000		\$2,225.00	\$200.00	\$4,650.00	
		80,001	150,000		\$3,000.00		\$9,900.00	
		150,001	300,000		\$5,125.00		\$14,625.00	
		300,001 +			\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000	
E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$100.00	\$650.00	\$175.00	\$1,500.00	
		5,001	10,000		\$1,150.00		\$1,875.00	
		10,001	30,000		\$1,900.00		\$4,365.00	
		30,001	80,000		\$3,150.00	\$300.00	\$9,945.00	
		80,001	150,000		\$4,900.00		\$17,550.00	
		150,001	300,000		\$7,850.00		\$43,875.00	
		300,001 +			\$7,850 + .01 sq.ft. over 300,000	\$500.00	\$43,875 + .01 sq.ft. over 300,000	
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$100.00	\$550.00	\$125.00	\$750.00	
		10,001	20,000				\$750.00	
		20,001	50,000				\$1,250.00	
		50,001	100,000				\$1,250.00	
		100,001	200,000				\$1,250.00	
		\$200,001 +			\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000	
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$100.00	\$725.00	\$125.00	\$1,000.00	
		2,001	5,000		\$1,100.00		\$1,200.00	
		5,001 +			\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,000	

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$100.00	\$550.00	\$150.00	\$1,500.00	
		2,501	10,000		\$1,250.00		\$1,872.00	
		10,001	30,000		\$1,800.00		\$4,680.00	
		30,001	50,000		\$3,250.00		\$9,945.00	
		50,001	150,000		\$4,200.00	\$225.00	\$17,550.00	
		150,001	300,000		\$5,425.00		\$43,875.00	
		300,001 +			\$5,425 + .01 sq.ft. over 300,00		43,875 + .01 sq.ft. over 300,00	

BUILDING DEPARTMENT SERVICES AUGMENTATION FEE SCHEDULE		MARC FEES
Residential Plan Reviews	See residential plan review fee schedule	1.5% of plan reviews
Residential Inspections	\$100 per inspection	1.5% of inspections
Commercial Plan Reviews	See commercial plan review fee schedule	1.5% of plan reviews; \$300 maximum
Commercial Inspections	\$175 per inspection	1.5% of plan reviews and inspections; \$300 maximum

SERVICE AGREEMENT
ATTACHMENT C – FLOOD PLAIN SERVICES

C1.0 FLOOD PLAIN SERVICES

IBTS will provide Flood Plain Enforcement (reviews and inspections), Flood Plain Administration (data management and maintenance), and other Flood Plain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, Letter Of Map Revisions) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction’s local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOOD PLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES*	MARC HANDLING FEES**
All residential structures	\$65.00 each	1.5%
All commercial structures	\$125.00 each	1.5%

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT D – ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

D1.0 ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional review may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

All accessibility reviews and inspections will be documented and recorded in the FIT[®] Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Built-In Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Plan Review Only: Should an applicant desire to have reviews only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS FEES*	MARC HANDLING FEES**
All Commercial Structures, <5,000 sq. ft	\$500.00 each	1.5%
All Commercial Structures, 5,001 – 25,000 sq.ft	\$800.00 each	1.5%
All Commercial Structures, 25,001 – 100,000 sq.ft	\$1,350.00 each	1.5%
All Commercial Structures, >100,001 sq.ft	\$1,600.00 each	1.5%

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT E – FIRE CODE SERVICES

E1.0 FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

SERVICE AGREEMENT
ATTACHMENT E – FIRE CODE SERVICES

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

FIRE CODE FEE SCHEDULE					
GROUPS	OCCUPANCY	SQUARE FOOTAGE	IBTS FIRE REVIEW FEE*	IBTS FIRE INSPECTION FEE*	MARC Handling Fee
A	ASSEMBLY	ALL	\$500.00	\$500.00	1.5 % of Plan Review and Inspection Fees.
I-2, I-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	ALL	\$500.00	\$500.00	
M & B	BUSINESS OR MERCANTILE	ALL	\$500.00	\$500.00	
E & 1-4	EDUCATIONAL & DAYCARE	ALL	\$500.00	\$500.00	
F1, F2, S1, S2, & U	INDUSTRIAL OR STORAGE	ALL	\$250.00	\$500.00	See agreement for more details.
H1, H2, H3, H4, & H5	HIGH HAZARD	ALL	\$500.00	\$500.00	
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	ALL	\$500.00	\$500.00	

**Fees applicable for augmentation services*

SERVICE AGREEMENT
ATTACHMENT F – STORM WATER SERVICES

F1.0 STORM WATER SERVICES

IBTS will provide Storm Water Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating storm water pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Master Plans as allowable by regulations. The Master Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Master SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that storm water pollution plans are in place and remain effective after the rainfall event.

F2.0 STORM WATER SERVICE FEES

F2.1 When IBTS provides complete building code department services, fees for storm water reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B

F2.2 Fees for augmentation services are below

STORM WATER AUGMENTATION SERVICE FEES		
TYPE	IBTS FEES*	MARC HANDLING FEES
All residential structures	\$150.00 each	1.5%
All commercial structures	\$300.00 each	1.5%

**Fees applicable for augmentation services*

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

G1.0 FIT® Software

IBTS will use its proprietary FIT® permitting software in the execution of these services when a jurisdiction selects IBTS to provide Building Code Department Services. The configuration of fees and permit types will be based upon the negotiated types and fees as described in the Master Agreement, Service Agreement and the Agreement Attachments thereof.

G1.1 – FIT® Permitting Software At No Cost: IBTS will provide its proprietary FIT® Permitting Software to jurisdictions that elect to use IBTS as their Building Code Department Service provider as described in the Master Agreement, Service Agreement and the attachments thereof.

G1.2 – FIT® Permitting Software For Lease: Should a jurisdiction elect to use only IBTS' FIT® Permitting Software, and no other services, MARC has negotiated specific fees for the lease of the software only. Jurisdiction and/or user will be required to work directly with IBTS to execute a separate Software Licensing Agreement based upon the below FIT® Fee Schedule.

The standard configuration of fees and permit types, as described in the Master Agreement, Service Agreement and Agreement Attachments are included in the "Standard Configuration Fees." Any additional configuration or changes outside the standard configuration for fees and permit types to the FIT® software is considered customization and will require additional time, labor, and materials subject to additional fees.

Jurisdiction will be required to pay for configuration costs, handling fees as well as a per permit usage fees for hosting, bandwidth and digital storage as shown below.

IBTS will provide FIT® software that provides, at a minimum, the following features:

A web-based permitting system that allows for:

- Online applications
- Online permit payments
- Online permit tracking
- Automatic notification when
 - The permit application is submitted and payments are received
 - Plan reviews are completed
 - Permits are issued (along with the permit being provided)
 - Inspection results and reports are complete
 - Certificates of Occupancy (CO) are issued
- An applicant portal that can:
 - Upload drawings, specifications and attach to the application
 - Request inspections
 - Print receipts, applications, permits, inspection reports and certificates of occupancy
 - Upload flood plain, storm water and other construction documents
- User role based functionality
- Provides transparent checks and balances
- Provides live, real-time reporting
- Access to all documents attached to the permit

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

IBTS Technology Services Department will also work closely with each jurisdiction to develop the necessary links from their respective websites to FIT® so that citizens and contractors alike can easily access the permitting system.

G2.0 – FIT® Permitting Software Fees

FIT® PERMITTING SOFTWARE	IBTS FEE	MARC Handling Fee*
FIT® Standard Configuration Fee Per Jurisdiction	\$4,000.00	\$60.00 each
FIT® Customization Fee	\$150.00/ hour	1.50%
FIT® Per Permit Usage Fee (0-500 permits)	\$5.00 each	
FIT® Per Permit Usage Fee (501-2,500 permits)	\$4.00 each	
FIT® Per Permit Usage Fee (>2,500 permits)	\$2.00 each	

**1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

G3.0 – FIT SERVICE AGREEMENT

FIT® SOFTWARE SERVICE AGREEMENT
Welcome to FIT®

THIS LEGAL AGREEMENT BETWEEN YOU AND IBTS GOVERNS YOUR USE OF THE FIT® PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

IBTS is the provider of the Service, which permits you to utilize certain internet services, including all modules and portals, and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you commence using FIT® services, your data/information will be automatically sent to and stored by IBTS. "IBTS" as used herein means:

- IBTS HQ Ashburn, VA, located at 45207 Research Place, Ashburn, VA 20147;
- IBTS Austin, TX, located at 8705 Shoal Creek, Suite 214, Austin, Texas 78757;
- IBTS Bossier City, LA, located at 707 Benton Road, Suite 100, Bossier City, LA 71111;
- IBTS Houston, TX, located at 820 Lawrence Road, League City, Texas 77573;
- IBTS Somerset, PA, located at 421 Georgian Place, Somerset, Pennsylvania 15501;
- IBTS Troy, NY, located at 120 Defreest Drive, Troy, NY 12180; and,
- IBTS Washington, DC, located at 7059 Blair Road NW, Suite 200, Washington, DC 20012.

REQUIREMENTS FOR USE OF THE SERVICE

The Service is available to selected jurisdiction staff and all city individuals based on roles. Use of the Service requires compatible computers, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. IBTS reserves the right to limit the number of Accounts that may be associated with any field-grade inspection device. Internet access is necessary for use. The latest version of required software/browser is recommended to access the Service and may be required for certain transactions or features. Meeting these requirements, which may change from time to time, is your responsibility.

Use of Location-based Services

IBTS and licensors may provide certain features or services through the Service that rely upon device-based location information, which use GPS (where available), along with crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, IBTS and licensors must collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to IBTS's and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service (GPS Routing, etc.), you agree and consent to IBTS and licensors transmitting, collecting, using, processing and maintaining information related to your FIT® account (“Account”), and any devices registered thereunder, for purposes of providing such location-based service or feature to you, and use of your location data and location search queries to provide and improve location-based and road traffic-based products and services. Such information may include, but is not limited to, your IBTS ID, device ID and name, device type and real-time geographic location of your device at time of your request. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. IBTS shall use reasonable skill and due care in providing the Service, IBTS does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

Stolen Field-Grade Equipment/Devices

IBTS employs anti-theft software on all field-grade equipment/devices that it sells, or leases. When your field-grade equipment/device is lost or stolen, it can be remotely and immediately disabled. And, if your field-grade equipment/device is recovered, all data can be quickly reactivated to full functionality.

Limitations on Use

You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

unintentionally threatens IBTS's ability to provide the Service or other systems, IBTS shall be entitled to take all reasonable steps to protect the Service and IBTS's systems, which may include suspension of your access to the Service.

Fees

The Service accepts credit cards, certain payment accounts, and checks for payment. IBTS may obtain preapproval for an amount up to the amount of the transaction. Billing occurs at the contractually agreed upon times.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES. All fees will be billed to the jurisdiction, or office you designate, at regularly scheduled times. If IBTS is unable to successfully collect payment for fees due, IBTS reserves the right to revoke or restrict access to your stored Content, or terminate your services.

Account Information and Billing Inquiries

You may consult your jurisdiction-specific contract for details on your Account information including payment method and billing cycles. IBTS will send an electronic invoice to your designated billing recipient email address. If you believe you have been billed in error for the Service please notify us immediately at info@ibts.org.

Changes in Per Case Use Costs

Per Case Use Cost changes and institution of new charges implemented during your Service billing year will apply to subsequent billing years and to all new applicable permits after the effective date of the change.

Your Use of the Service / Your Account

As a registered user of the Service, you shall be provided with an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify IBTS of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for JURISDICTION use and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, IBTS shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your IBTS ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service, and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that IBTS may store and use the Service Registration Data you provide for use in maintaining and billing fees to your jurisdiction.

Additional Obligations or Terms of Use

Particular modules or features of the Service provided by IBTS and/or its licensors, including but not limited to the ability to use inspection forms on an Apple iPad, require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an IBTS ID, email address, domain name, or similar resource used by you in connection with the Service.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

IBTS Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with IBTS's Privacy Policy. You further consent and agree that IBTS may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by IBTS when you

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

use the Service may also include technical or diagnostic information related to your use that may be used by IBTS to support, improve and enhance IBTS's products and services.

Content and Your Conduct

Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, photographs, images, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not IBTS, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. IBTS does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

- b. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another FIT® user, an IBTS employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity; and, or

- c. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement.

Access to Your Account and Content

IBTS reserves the right to take steps IBTS believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that IBTS may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as IBTS believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of IBTS, its users, a third party, or the public as required or permitted by law.

Content Submitted or Made Available by You on the Service

Trademark Information

IBTS, the IBTS logo, FIT®, the FIT® logo and other IBTS trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of IBTS in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices that may be affixed to or contained within the Service.

Software

IBTS's Proprietary Rights

You acknowledge and agree that IBTS and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

Indemnity

You agree to defend, indemnify and hold IBTS, directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by IBTS as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another.

Notices

IBTS may provide you with notices regarding the Service, by email to your account email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and IBTS shall be governed by the laws of the State of Missouri. You and IBTS agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Jackson to resolve any dispute or claim arising from this Agreement.

General

This Agreement constitutes the entire agreement between you and IBTS, governs your use of the Service and completely replaces any prior agreements between you and IBTS in relation to the Service. You may also be subject to additional terms and conditions that may apply. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of IBTS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

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SERVICE AGREEMENT
ATTACHMENT H – ENERGY & GREEN BUILDING SERVICES

H1.0 ENERGY AND GREEN BUILDING SERVICES

IBTS will provide Energy Management and Green Building Services as described herein. These services are provided by IBTS to the Jurisdiction on an as request basis and requires coordination between the Jurisdiction, IBTS and MARC to gather and understand the exact needs.

For each request, IBTS agrees to develop, the necessary programs that are solicited by the jurisdiction. IBTS will perform reviews and necessary on-site visits as specified herein and as may be required for each individual project. IBTS will coordinate all service delivery efforts with MARC to ensure that same or similar energy services are made available to all other MARC members.

Service categories being provided by IBTS include:

- Energy Savings Performance Services
- Building Energy Portfolio Programs
- Green / LEED / HERS / Energy Star Services
- Building Energy Envelope & Air Barrier Inspections/Testing
- Energy Efficiency Program Development
- Solar Photovoltaic Quality Assurance

IBTS will provide a detailed Technical Proposal for any Energy Management and Green Building Services selected by the Jurisdiction; fees will be based upon the below fee schedule.

ENERGY EFFICIENCY SERVICE FEES	IBTS FEE	MARC Handling Fees
Energy Efficiency Project Manager	\$130.00 / hour	See below ¹
Energy Efficiency Commercial Auditors / Inspectors	\$120.00 / hour	
Energy Efficiency Residential Auditors / Inspectors	\$90.00/ hour	
LEED Commercial Verifications	\$120.00 / hour	
LEED for Homes Residential Verification	\$2,500.00 each	1.5 %
Green Verification for Commercial	\$90.00 / hour	1.5%
Green Verification for Residential	\$925.00 each	1.5 %
Residential Energy Star® Verification	\$1,000.00 each home	1.5 %
Commercial Energy Star® Verification	\$90.00 / hour	See below ¹
<p><i>** All services are quoted separately and quotes are based upon the specific needs of each jurisdiction. IBTS will provide energy efficiency services pricing tailored to jurisdiction requirements and preferred fee structures.</i></p>		
¹MARC Handling Fee For Energy Services		
Handling Fees for projects less than \$25,000.00	\$250.00 per project	
Handling Fees for projects from \$25,000.00 to \$100,000.00	\$500.00 per project	
Handling Fees for projects from \$100,000.01 to \$500,000.00	\$750.00 per project	
Handling Fees for projects over \$500,000.01	\$1,000.00 per project	

SERVICE AGREEMENT
APPENDIX I – PLANNING & ZONING SERVICES

11.0 PLANNING AND ZONING MANAGEMENT

IBTS will provide Planning and Zoning Management solutions focus on the utilization of contemporary ideas and technology within a small town and rural context. IBTS will coordinate efforts with the JURISDICTION Planning & Zoning Commission to administrate the following:

- Zoning Code Interpretation
- Zoning Review and Enforcement
- Planning and Zoning Commission Support
- Zoning Code Recommendation
- Zoning Code Implementation
- Parcel Map Digitization (if selected)
- Zoning Map Creation and Maintenance (if selected)

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- | | |
|-----------------------------|---------------------------|
| • Site Inspections | • Public Notification |
| • Setbacks | • Nonconforming Buildings |
| • Accessory Use | • Landscape & Screening |
| • Traffic Corner Visibility | • Signs / Billboards |

13.0 PLANNING AND ZONING ORDINANCE REVIEW

IBTS will review and recommend revisions as necessary to the current adopted Zoning code. IBTS will assess the current character and desires of the JURISDICTION to revise the code appropriately. IBTS will develop, implement, manage and conduct planning and zoning activities for the JURISDICTION. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, City Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

13.0 GEOGRAPHICAL INFORMATION SERVICES (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the JURISDICTION administer the zoning ordinance. IBTS can assist in this endeavor and recommends the city contact the Mid America Regional Council for creation of this map. A digital parcel map can aid in the following:

- Creation of zoning map
- Basis for future land use analysis
- Regeneration of base tax map to recoup lose tax revenue
- Cost efficient Communication

SERVICE AGREEMENT
APPENDIX I – PLANNING & ZONING SERVICES

14.0 PLANNING & ZONING FEES

Description	Processing Fee*	Ad Fee*	MARC Fees
Rezoning	\$375 plus \$75/acre over the first	\$100.00	1.5% of Processing Fee Only See Master Agreement for further details
Zoning Verification Letter	\$50/\$100 per location	N/A	
Subdivision With or Without Waiver	\$300 plus \$25/lot	\$100 if over 2 acres	
Town Home Development	\$300 plus \$25/lot	\$100 if over 2 acres	
Preliminary Subdivision Plat	\$300 plus \$25/lot	\$100 if over 2 acres	
Revision to Approved Preliminary Plat (Public	\$300 plus \$25/lot	\$100	
Revision to Approved Preliminary Plat (Staff	\$100 plus \$25/lot	N/A	
Final Plat Approval including PUD	\$200 plus \$25/lot	N/A	
Final Plat Revision including PUD (Public Hearing)	\$200 plus \$25/lot	\$100	
Final Plat Revision including PUD (Staff Level)	\$100	N/A	
Preliminary Subdivision Plat Extension	\$100	N/A	
Bond and Agreement Review	\$100	N/A	
Exchange of Property	\$100	\$100 if over 2 acres	
Combination of Lots	\$100 plus \$25/lot each original lot	\$100 if over 2 acres	
Site Plan (Public Hearing)	\$400	\$100	
Site Plan (Staff Level)	\$200	N/A	
Paving Waiver	\$100	\$100	
Parking Waiver	\$100	\$100	
Revocation	\$200	\$100	
Wireless Tower Site Plan	\$400	\$100	
Reasonable Accommodation for Group Home	N/A	N/A	
Mobile Home Park	\$500 plus \$25/lot	\$100	
Major Street Plan Amendment	\$500	\$100	
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 20 acres	\$100	
Planned Unit Development Final Development Plan	\$300	\$100	
Small Planned Unit Development	\$500 plus \$100/acre over 2.5 acres	\$100	
Street Name Change	\$200 plus \$3 for each Abutting Property Owner	\$100	
Major Street Setback Reduction	\$100	N/A	
Conditional Use Permit	\$400 plus \$75/acre after first acre	\$100	
UDC Text Amendment	\$500	\$100	
Enterprise Zone	\$100	N/A	
Demolition or Relocation	\$200	\$100	
Opinion of Appropriateness	\$50	N/A	
Certificate of Appropriateness	\$100	\$100	
Local Landmark/District Designation	\$100/\$500	\$100	
TND General Implementation Plan	\$3000 plus \$100/acre over 50 acres	\$100	
TND Specific Implementation Plan	\$1,000	\$100	
Final TND Major Site Change	\$1,000	\$100	
Final TND Major Use Change	\$1,000	\$100	
Final TND Minor Change	\$500	N/A	

*MARC Fees are 1.5% of the processing fees only since the AD Fees are direct costs

SERVICE AGREEMENT

APPENDIX J – PROPERTY MAINTENANCE SERVICES

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the city to enforce the city’s Property Maintenance Code (PMC) ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by city, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections that can be provided in this project:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Nuisance / Rubbish & Garbage
- Property Inspections
- 10” or higher weeds
- Swimming Pools
- Exterior Structure
- Interior Structure
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing / Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Means of Egress
- Fire Resistance / Protection

J2.0 – Property Maintenance Documentation

IBTS will coordinate with city officials including but not limited to City Attorney, the Fire Chief and the Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the city upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

The Police Department Police Chief, in coordination with the Mayor and City Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles.

Ordinances will be passed and fee schedules adopted by the City in order to pay for services rendered by IBTS. IBTS will work closely with the city on adopting a line item budget for services. IBTS staff will monitor the budget and ensure that services don’t exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The city will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

SERVICE AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES

J3.0 – Program Manager

IBTS proposes that the City Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the City from accruing inspection charges for complaints that are not valid. This will enable the City to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

Coordination between IBTS and the city Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the city as well as the Police Department for enforcement and authorization of towing, as necessary.

J3.0 – Fees

INSPECTION FEE SCHEDULE				
ITEM	1ST INSPECTION	2ND INSPECTION	MARC Fees	
Equipment Violation	\$25.00	\$35.00	1.5% of Processing Fee Only See Master Agreement for further details	
1 & 2 Family Structure	\$75.00	\$100.00		
Unsafe Residential Structure	\$100.00	\$125.00		
Unsafe Commercial Structure	\$250.00	\$275.00		
Unsafe Equipment	\$40.00	\$90.00		
Unlawful Structure	\$500.00	\$650.00		
Structure Closer	\$50.00	\$75.00		
Prohibited Occupancy	\$500.00	\$650.00		
Imminent Danger	\$75.00	\$100.00		
Demolition	\$150.00	\$300.00		
Rental Apartment Inspections / Apt	\$100.00	\$100.00		
Rental 1 & 2 Family Dwelling / Unit	\$80.00	\$80.00		
Multiple Apartment Inspection / Apt	\$85.00	\$85.00		
Commercial Structure Violation	\$100.00	\$150.00		
Nuisance	\$50.00	\$65.00		
Exterior Property	\$25.00	\$50.00		
Motorized Vehicle	\$50.00	\$100.00		
Residential Swimming Pool	\$50.00	\$65.00		
Commercial Swimming Pool	\$125.00	\$150.00		
Porch, Stairs, Decks, Balconies, Handrails, Guards,	\$40.00	\$90.00		
Structure Interior - Residential	\$40.00	\$90.00		
Structure Interior - Commercial	\$75.00	\$125.00		
Rubbish Garbage	\$25.00	\$50.00		
Infestation	40.00	\$90.00		
MISCELLANEOUS FEE SCHEDULE				
ITEM	FEES			
Court Appearances – Testimony	\$90.00 per hour, plus travel costs			
Residential Property Owner Research	\$15.00 each			
Commercial Property Owner Research	\$25.00 each			

SERVICE AGREEMENT

APPENDIX K – WASTE WATER DEVELOP REVIEW & INSPECTION SERVICES

K1.0 PROJECT STARTUP & REVIEWS

Following the direction of the jurisdiction, IBTS will conduct the necessary Sanitary Sewer Connection Plan Reviews on new residential and or commercial building construction, IBTS will meet with jurisdiction staff to establish all the necessary coordination and communication channels to transmit drawings, specifications and other technically required documents so that reviews may be completed per this agreement.

IBTS will provide an Engineering Technician (E.T.) at the beginning of the project to work at the jurisdiction's site to implement the project and establish these lines of communication. Although IBTS anticipates the startup timeframe to less than 5 business days, IBTS' E.T. will be available on-site for up to 15 business days to coordinate the project startup.

Once all the required documentation has been provided as found in the jurisdictions Sewer Permit Checklist, IBTS will provide the commercial plan reviews in 10 calendar days or less on the initial reviews. For all other subsequent reviews, IBTS will guarantee 5 calendar day or less review time periods. IBTS works on a chronological work queue system and reviews are arranged accordingly. IBTS will work closely with the jurisdiction on projects that require special handling and ensure those projects receive top priority.

In order to provide back-office reviews, IBTS reviewers will utilize existing forms, applications, standard templates provided by the jurisdiction as well as following the waste water department procedures and policies to conduct plan reviews. This will ensure back-office plan reviews that are completely compatible and efficient while meeting all expectations of the waste water department.

Once IBTS has received all of the required checklist documents, all information will be reviewed to ensure it's in compliance with jurisdictional requirements. Waste Water Permit Applications will be reviewed to ensure all information is understood and complete. IBTS will follow the guidelines as found in the latest version of the jurisdiction's Sewer Use Code.

Site plans, specifications and outline drawings will be review as submitted. The drawings will be reviewed and compared as a baseline against the jurisdiction provided example drawings and specifications. IBTS will also review all submittals for compliance to the Permit Plan Requirements, Sewer Use Code, Service Line Design and Construction Standards and other documents referenced in all requirements to ensure a thorough, yet efficient review is completed in order to protect the sanitary sewer systems.

Other documents that IBTS will review and use as reference for compliance includes:

- Prohibited Discharge Statement
- Wash Bay Applications
- Public Swimming Pool reviews including
 - Orifice details
 - Basin details
- Prohibited Discharge Statements
- Standard Detail Sheets
- Property Owner's Letter of Representation

SERVICE AGREEMENT

APPENDIX K – WASTE WATER DEVELOP REVIEW & INSPECTION SERVICES

K2.0 – Program Manager

The jurisdiction will assign a Program Manager for these services. The Program Manager will initiate coordination efforts for all services and provide direction to IBTS staff. The Program Manager will authorize IBTS to conduct the reviews and inspections. This type of coordination will prevent the jurisdiction from accruing charges that were not authorized.

K3.0 FEES

IBTS will provide turnkey Wastewater Plan Review services according to the below shown fee schedule. This includes turnkey, off-site reviews, all documentation and 3 weeks maximum of on-site training.

Residential & Commercial Wastewater Plan Review.....	\$325.00 each ¹
Residential & Commercial Site Visits Upon Request.....	\$90.00 / hr. ¹
Startup Fees.....	\$2,500.00*

**Startup fees are waived for an exclusive 3 year agreement. Fees are applicable for terms less than 36 months.*

¹ – 1.5% MARC Handling fees are included. IBTS will be responsible for payment of these fees to MARC.



REGIONAL GOVERNMENT SOLUTIONS

Offering services and solutions specifically designed for your jurisdiction.



The Mid America Regional Council (MARC) and the Institute for Building Technology and Safety (IBTS) have teamed up to provide as-needed building department services to jurisdictions. Using boots-on-the-ground staff, our solutions will streamline government projects, reduce risk for non-compliance, and free up valuable budgetary resources.

As a nonprofit organization, IBTS continually strives to offer practical, efficient solutions to local governments. Drawing on years of experience providing governments with regional solutions, IBTS offers professional, on-time services with the ultimate mission of benefitting and serving the public.

IBTS provides augmentation and development/implementation services in addition to complete background operation of building departments. Solutions are delivered in a flexible manner designed to meet the constantly evolving needs of local governments.

The SOLUTIONS

BUILDING DEPARTMENT SERVICES

- Residential, Commercial, and Industrial
- Permits, Plan Reviews, Inspections, Certificates of Occupancy
- Online Permits, Payments, Reports, and Automated Notifications
- Contractor's Portal
- Automated text message and email Plan Review Letter notifications

FLOOD PLAIN SERVICES

- Floodplain Administration
- Base Flood Elevation determinations
- Permitting coordination
- Documentation control and archival with permits
- Ordinance reviews and harmonization with other codes

ACCESSIBILITY & FIRE CODE SERVICES

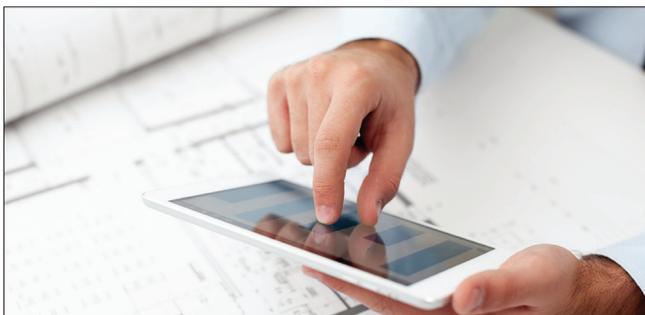
- Plan reviews
- Inspections
- Automated Inspection Reporting
- Ordinance reviews and harmonization with other codes

STORMWATER SERVICES

- Plan reviews
- Inspections
- Automated inspection reporting
- Ordinance reviews and harmonization with other codes

ENERGY SERVICES

- Green, LEED, and Energy Star Rating certifications
- Building Portfolio management solutions
- Solar Panel QA inspections
- Envelope and Air Barrier inspections



BOOTS-ON-THE-GROUND STAFF

Our regional government solutions are made possible by boots-on-the-ground staff. These professionals are ICC Certified with years of experience that operate locally both within and across jurisdictions. They include:

- Operations Managers
- Inspectors
- Building Officials
- Permit Technicians
- Plan Reviewers
- Master Code Professionals



PLAN REVIEWS

- Residential, commercial, and industrial Plan Reviews
- Guaranteed turn-around times
- Automated text message and email Plan Review Letter notifications

INSPECTIONS

- Residential, commercial, and industrial construction inspections
- Next-day inspections
- Automated text message and email Inspection Reports
- Online inspection requests

ADMINISTRATION

- Ordinance writing, reviews, and revision recommendations
- Building Department streamlining and efficiencies
- Cross-ordinance harmonization
- Fee structure reviews

FIT® PERMITTING SOFTWARE

- Complete online building permit software
- Online contractor's portal
- Online applications, payments, drawing submittals, reviews, and inspections requests
- Automated notification via text message and emails of:
 - Plan Reviews
 - Permit Issuance
 - Inspection Reports
 - Certificate of Occupancy Issuance
- Document Management System
- Automated Fee Calculation
- Data consistency

CONTACT

For more information, please call Greg Blount at 816-266-1213 or email us at lgs.info@ibts.org.



CITY OF RAYTOWN
Request for Board Action

Date: February 25, 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 a vehicle rental business on property located at 9400 and 9600 E. 53rd Place.

Recommendation: The Planning & Zoning Commission by a vote of 7 in favor and 0 against recommends approval of the conditional use permit subject to the following conditions;

1. The vehicle rental business hereby approved shall be operated 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.
2. Rental vehicles shall be parked at locations as indicated on the site plan submitted by the applicant.
3. Compliance with all applicable ordinances and codes of the City of Raytown, the State of Missouri and the United States.

Analysis: Neal Clevenger on behalf of Emanuel Barger is seeking approval of a Conditional Use Permit application to allow a U-Haul rental business to operate at 9400 and 9600 E. 53rd Place. Mr. Barger would be the owner of the U-Haul business and would lease the property from Mr. Clevenger. The property contains two buildings with parking for the U-Haul vehicles as well as for parking of customer and employee vehicles. The applicant has submitted a site plan indicating the location of the buildings and the parking spaces in which the U-Haul vehicles would be parked.

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 anticipated to provide a minimal increase in sales tax revenues to the City.

Additional Reports Attached:

- Staff Report on this application for February 12, 2015 Planning & Zoning Commission meeting.
- Minutes of the February 12, 2015 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: February 12, 2015

Subject: Agenda Item No. 6.A: (Case NO. PZ-2015-001) Conditional Use Permit Application that seeks to operate a vehicle Rental Business at 9400 / 9600 E 53rd Place.

Background Information:

Neal Clevenger on behalf of Emanuel Barger is seeking approval of a conditional use permit application to allow a U-Haul rental business to operate at 9400 and 9600 E. 53rd Place. Mr. Barger would be the owner of the U-Haul business and would lease the property from Mr. Clevenger. The property contains two buildings with parking. The applicant has submitted a site plan indicating the location of the buildings and the parking spaces in which the U-Haul vehicles would be parked.



Factors To Be Considered:

In considering and making a decision on an application for a conditional use permit, consideration is required to be given by the city 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 conditional use permit application applies is zoned Neighborhood Commercial (NC). The zoning and uses on surrounding properties are more specifically described below:

East: A convenience store is located immediately to the east on property that is zoned Neighborhood Commercial (NC).

West: Super Splash is located immediately to the west and is zoned Neighborhood Commercial (NC).

South: 53rd Place abuts the south side of the subject property. A car wash is located on the opposite side of 53rd Place on property that is zoned Neighborhood Commercial (NC).

North: Super Splash is located to the north of the subject property and is zoned Neighborhood Commercial (NC).
2. Conservation of property values.
The proposed use, if approved, will occupy a currently vacant property. In addition, the property has limited visibility from Raytown Road which limits the commercial use of the property. The proposed vehicle rental business does not rely solely on visibility. Rather, persons needing to rent a U-Haul will find the location when needed. Due to the relative small size of the subject property, it limits the size of the proposed vehicle rental business. Lastly, the property on which the vehicle rental business is proposed is zoned Neighborhood Commercial (NC) as is each of the adjoining properties. Based upon these factors, it does not appear that the proposed vehicle rental business will adversely affect neighboring property values.
3. Protection against fire and casualties.
Prior to occupying the tenant space within the shopping center, the applicant will have to obtain a Use Permit from the City. As part of issuance of the Use Permit, the tenant space and property will be inspected by the City's Building Inspector and Fire Marshall to ensure compliance with the life safety codes contained in the city's adopted Building and Fire Codes, which will help protect against fire and casualties.
4. Observation of general police regulations.
The applicant is not proposing to alter or add onto the existing buildings or parking area. The parking lot is paved with asphalt. In addition, as previously stated, prior to occupying the tenant space within the shopping center, the applicant will have to obtain a Use Permit from the City. As part of issuance of the Use Permit, the tenant space and property will be inspected by the City's Building Inspector and Fire Marshall to ensure compliance with the life safety codes contained in the city's adopted Building and Fire Codes, which will help protect against fire and casualties.
5. Prevention of traffic congestion.
The applicant requested a waiver to the city's traffic impact analysis submittal requirements. Because there is a limited number of vehicles that will be available to rent at any given time; the business is proposed to locate in an existing buildings and parking area with no additions or alterations; the use is a type that does not generate a high volume of traffic at any given time; and the street which provides access to the property does not carry a high volume of traffic; the

Public Works Department did not foresee the proposed use creating traffic congestion. Therefore the applicant's request for a waiver to the city's traffic impact analysis requirements was granted.

6. Promotion of traffic safety and the orderly parking of motor vehicles.
The parking is limited to the number of spaces existing on the property. The applicant is not proposing to change the layout of the existing parking area. As indicated on the attached site plan submitted by the applicant, the number of vehicles available to rent will be parked on the west side of the parking lot. Customer and employee parking will be located in front of the east building on the property. This is consistent with the parking arrangement that previous uses on the property have utilized in the past. Staff is not aware of traffic safety issues in the past with the existing parking layout on the property. Therefore, due to the small number of vehicles that will be available for rent at any given time, the parking spaces on the property it appears that there will be orderly off-street parking and no traffic safety issues will be created.
7. Promotion of the safety of individuals and property.
As previously described, prior to the business opening the property and tenant space will be inspected by the City's Building Official and the Fire Marshal from the Raytown Fire Protection District to ensure that the tenant space complies with all applicable life safety codes and that the property is in compliance with the city's property maintenance codes.
8. Provision for adequate light and air.
The business is proposing to locate within the existing buildings on the property with no new construction. Therefore, there will be no impact on the provision for adequate light and air.
9. Prevention of overcrowding and excessive intensity of land uses.
The proposed vehicle rental business will generate a minimal amount of traffic and customers at any one time. Therefore the proposed use is of a relatively low intensity in nature and it does not appear that it will cause overcrowding or be an excessively intense land use.
10. Provision for public utilities and schools.
It is not anticipated that the proposed conditional use will have any impact on schools. In addition, all utilities are available to serve the property.
11. Invasion by inappropriate uses.
The property on which the vehicle rental business is proposed is zoned Neighborhood Commercial (NC) as is each of the adjoining properties. Therefore, it does not appear that the proposed vehicle rental business will be an inappropriate use for the area.
12. Value, type and character of existing or authorized improvements and land uses.
The property on which the proposed use would be located is developed and does not necessitate any exterior site or building improvements. Additionally, as previously described, the proposed use will use the existing buildings and parking layout. Therefore, the proposed vehicle rental business is in keeping with the value, type and character of existing or authorized improvements and land uses.
13. Encouragement of improvements and land uses in keeping with overall planning.
If approved, the proposed use will occupy a vacant commercial property. The property on which the use is proposed is located in an area that is identified on the Future Land Use Map in the city's Comprehensive Plan as a location for commercial uses, with which the proposed use is consistent.
14. Provision for orderly and proper renewal, development and growth.
If approved, the proposed use will occupy a currently vacant commercial property, which will help the property and area continue to serve as a location for commercial uses.

Staff Recommendation:

It is the recommendation of staff that the conditional use permit to operate a vehicle rental business at 9400 / 9600 E 53rd Place be approved subject to the following conditions:

1. The vehicle rental business hereby approved shall be operated 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.
2. Rental vehicles shall be parked at locations as indicated on the site plan submitted by the applicant.
3. Compliance with all applicable ordinances and codes of the City of Raytown, the State of Missouri and the United States.

CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING
MINUTES

February 12, 2015
7:00 pm
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

Mr. Wilson welcomed all to the Planning and Zoning Meeting

2. Call meeting to order and Roll Call

Mr. Wilson called the meeting of February 12, 2015 to order, Mr. Bettis took roll call.

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

3. Approval of Minutes of December 11, 2014 Meeting Minutes

- A. Revisions - None
- B. Motion – Ms. Hartwell made a motion to approve
- C. Second – Mr. Bettis seconded the motion
- D. Additional Board Discussion - None
- E. Vote – Vote taken passed unanimously

4. Election of Officers for 2015

A. Chairman

Mr. Bettis nominated Mr. Wilson for Chairman, Mr. Myers seconded the motion. There were no other nominations. Motion passed unanimously approving Mr. Wilson as Chairman.

B. Vice-Chairman

Mr. Meyers made a motion to nominate Mr. Bettis for Vice-Chairman, Ms. Hartwell seconded the motion. There were no other nominations. Motion passed unanimously approving Mr. Bettis as Vice-Chairman.

C. Secretary

Ms. Hartwell made a motion to nominate Ms. Stock for Secretary, Mr. Bettis seconded the motion. There were no other nominations. Motion passed unanimously approving Ms. Stock as Secretary.

5. Old Business. – None

6. New Business

A. Application: Conditional Use Permit Application that seeks to operate a vehicle rental business at 9400/9600 E 53RD Place, Raytown, MO 64133

Case No.: PZ-2015-001

Applicant: Emanuel Barger

1. Introduce Application

Mr. Wilson introduced PZ-2015-001 to the board

2. Open Public Hearing

Mr. Wilson opened the Public Hearing of PZ-2015-001

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

The City Attorney, Jonathan Zerr swore in all that were speaking on this application.

4. Mr. Wilson Entered Relevant City 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 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 February 12, 2015 Planning & Zoning Commission meeting

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

None

6. Introduction of Application by Staff

Mr. Benson introduced this application to the board and stated that Neal Clevenger on behalf of Emanuel Barger is seeking approval of a conditional use permit to allow a U-Haul rental business to operate at 9400 and 9600 E. 53rd Place. The property contains two buildings with parking. Mr. Barger is in the audience this evening and deferred to him to provide additional information on this business.

7 Presentation of Application By Applicant

Good evening, my name is Emanuel Barger 9400/9600 E 53rd Place, Raytown, Mo 64133. The intention for this place is a U Haul Rental Company / Storage space. I believe that it is a good place for the U haul company because there is a high volume of traffic there I will be creating a low volume of traffic, there will be no more than three (3) vehicles a week and they will be rented by appointment. I feel I will be providing an opportunity for the youth of Raytown to have employment. I believe it will be a really good fit for that area; I too have a cable company that I work out of on 53rd Street. On that grid there is a gas station, a car wash and I thought it would be a great location for this business. I do agree with the staff recommendations for this business.

Ms. Hartwell asked if this was an appointment only business.

Mr. Barger stated that it was.

Ms. Hartwell asked it that would cut down on his business.

Mr. Barger stated yes, but he can control it better because I run cable business also.

Ms. Dwight asked what the business hours are.

Mr. Barger stated 9-5 would be the business hours and the phone number would be answered all the time.

Mr. Meyers asked what size U Haul trucks would be on the property.

Mr. Barger stated they will have a van and maybe 2 mid-sized trucks and one 28 foot truck and hitches, etc.

Mr. Meyers asked about the brush in the back of the building and the blind spot with the trees and shrubbery. I am worried about some blind site issues.

Mr. Barger stated that right behind the sign on 9400 there is a parking spot for a large vehicle. It is pretty open I think it is safe there.

Mr. Meyer asked if he would consider cleaning up the shrubberies there.

Mr. Barger stated he would not have a problem cleaning it up.

Mr. Benson stated the City does own the property where the park is. He stated he would talk to the Parks Department about cutting back the trees and bushes.

Additional Board and Staff discussion occurred on the parking of the vehicles and the lot.

8. Request for Public Comment

None

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson stated we did visit the site the parking spaces are clearly visible.

He also stated that there is a use inspection done before the business opens which will address all of the conditions. Staff recommends approval for this business with all the recommendations

11. Board Discussion

12. Close Public Hearing

Mr. Wilson closed the Public Hearing.

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

- a. Motion-Mr. Myers made a motion to approve with staff recommendations.
- b. Second-Ms. Dwight seconded the motion
- c. Additional Board Discussion - None
- d. Vote was taken

Ms. Hartwell	Yes
Mr. Meyers	Yes
Mr. Robinson	Yes
Mr. Jimenez	Yes
Ms. Dwight	Yes
Mr. Bettis	Yes
Mr. Wilson	Yes

Motion Carried 7-0

B. Application: Text Amendment to Architectural Design Standards specified in the Crescent Creek Design Manual dated February 25, 2004 as adopted by Ordinance Number 4952-04.

Case No.: PZ-2015-002

Applicant: Kirk Miles on behalf of Crescent Creek Revitalization, LLC

1. Introduce Application

Mr. Wilson introduced PZ-2015-002 to the board

2. Open Public Hearing

Mr. Wilson opened the Public Hearing

3. Explain Procedure for a Public Hearing and swear-in speakers
The City Attorney, Jonathan Zerr swore in all that were speaking
4. Mr. Wilson entered Relevant Exhibits into the Record:
 - a. Application for Text Amendment
 - b. Crescent Creek design Manual as approved by City of Raytown Ordinance No. 4952-04.
 - c. Public Hearing Notice sent to property owners within 185-feet of the Crescent Creek subdivision
 - d. Public Hearing Notice published in the Raytown Post
 - e. City of Raytown Zoning Ordinance as amended
 - f. Staff Report on application for February 12, 2015 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application.

None

6. Introduction of Application by Staff

Mr. Benson introduced PZ-2015-002. And stated that this application relates to an amendment to the Crescent Creek Architectural Design Standards. Mr. Benson described the history of the Crescent Creek Subdivision and stated it is a Traditional Neighborhood Design development that was approved in 2004. After it was approved a number of single family homes and one building with town homes were built as well as some common open space within the development. He estimated that approximately two-thirds of the development is vacant. After the original developer started construction and development of the subdivision, the development went into foreclosure due to the national housing down that occurred. Now Crescent Creek Revitalization, LLC wants to start building single family homes there.

As part of the original approval there was a design manual approved as part of the plan development for the subdivision which includes the architectural design standards that they are wanting to in part amend. There amendment relates to driveways there is a current standard that states the driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of ten (10) feet wide. There is also a specific standard that relates to garage doors that shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot. In effect what that does it requires the garage to be located behind the house. The applicants are proposing to amend those two standards for driveways they are proposing that the driveways in the front yard be only permitted for lots that do not have alley access and shall be a maximum of (20) twenty feet wide. Secondly related to the garage doors they are proposing that garage doors shall not face a street if alley access is available and where a garage door does face the street not more than (22) twenty two feet if the garage inclusive of the garage door shall extend beyond the side wall of the primary structure on the lot, it allows the garage to be built to the side of the house.

Mr. Wilson asked if we should enter the email from the applicant into the exhibits. Mr. Benson stated you can do that now or when the applicants explain the email. Mr. Wilson entered the email from the applicant as exhibit h.

7. Presentation of Application By Applicant

Mr. Miles 13706 W 76th Circle in Lenexa Kansas introduced himself to the board. He stated he would be the President of Crescent Creek Home Owners Association Community Improvement District. He stated after a year they were able to re-instating the HOA, CID with the state of Missouri. We are committed to revitalizing Crescent Creek and re build the trust with the home owners who live in Crescent Creek. We work with a non- profit organization called the Giving Grove and the Giving Grove is going to come in and put in an orchard for the community and the non- profit support benefit. I would like to introduce some other people that are in support of the applicant. I then would like to say we are hoping we are successful with this text amendment. We are ready to start construction if the text amendment goes through on the 18th.

Gary Knabe, 6811 Proctor, Kansas City, MO. 64133. I have been in Raytown about 55 years and have been selling Real Estate for about 45 years. Raytown is my home town. I was on the board when we passed this amendment originally. I really want to see this project get off the ground for the benefit of Raytown. There is more heart in this project than anything else.

Good Evening my name is John Wiley; I live at 754 Northern Avenue, Raytown, MO. I to with Gary was on the Board of Alderman when this project came to us and I remember voting yes. I drive by Crescent Creek to and from work. I then I found out it was for sale for a price. I made some calls and put together a team and I am now a land owner in this development and I will be serving on the HOA. We identified the problems with the garage set back issue is causing the home builder a difficulty in building at a price point that would sell in Raytown. I am in favor of this and completely committed to keeping the architecture feel of the neighborhood as it was originally designed. There are a couple of residents here to address the parking issues in Crescent Creek.

Hello, I am Jim Jerolf, 4405 Hickory Lane, Kansas City, MO. I am the builder that they have been eluding to the past ten minutes. I have been working with Gary Knabe and I have sat down and discussed price points for this development. As a builder I understand that home owners are looking for (3) bedrooms (2) baths and they want a two car garage. So if you address the (9) foot garage door and the (10) foot driveway anything without an alley would allow you just a (1) one car garage. That really restricts the number of buyers so that is the first issue. The second issue was about moving the garage even with the house. As a builder it is very economical to build bedrooms above the garage.

Additional discussion by the board with the builder and developers about the type of homes that will be built and the parking issues in Crescent Creek Subdivision.

8. Request for Public Comment

My name is Angel Raphael Martinez and I am at 5700 Arlington Ave. in Crescent Creek. I just wanted to address the street parking during the night as well in the daytime 7 days a week. A couple of businesses are part of the problem. What I am concerned with is the Raytown Public School transit system in the morning and afternoon in picking up and drop the children and also delivery vehicles throughout the neighborhood is really a problem.

My name is Nicole Moore and I live at 9505 E 57th Street Crescent Creek. My house has a dormer and a garage, while parking can be frustrating there because I pull in back through the alley but if I want to come in to the front of the house and make a quick run there is a lot of congestion there. It is a little scary especially in the winter with the hills it is a little nerve racking. I am in favor of what the gentleman presented here and I am in favor with what they are requesting to move forward.

Nicole Moore I live at 9505 E 57th Street, Crescent Creek. I was so eager to get up and talk on the behalf of these guys I forgot to say that I am also a realtor for the past ten years and I think that if you put in a one car garage you will cut the buyers down and it is such a beautiful neighborhood. I think when there is a leader people will follow so I believe the HOA will help with all the problems

9. Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson stated we have been working with applicants for the last year not just on this amendment but on re-establishing the Community Improvement District which is a key part of the Cities interest on the Development because the alleys are privately owned by the Home Owners Association and the Community Improvement District is a way for the City to insure that the proper funding is obtained by the Home Owners Association to help pay for the ongoing maintenance as well as the alleys and the open space. I failed to mention in your packet the architectural standards are in your packet. Based on what you have heard tonight staff is recommending approval of the amendment specific to the driveways and the amendment of the garage doors. Staff is agreement with the email that was put in front of you tonight.

11. Board Discussion

Ms. Hartwell stated she didn't remember the lots were 38 feet wide. Would it be possible to make the lots larger or would that be a whole other process.

Mr. Benson stated that would be a whole other process, and would be up the applicant.

Mr. Robison asked if the (20) twenty (22) driveway is that of a standard (2) two car garage.

Mr. Benson referred to the applicant on that question.

The builder Jim Jerolf stated Mr. Robinson you are correct a two car garage door is (16) feet wide that is why we are asking for a (22) drive.

Mr. Meyers asked based on the size of the lot size can you put other style homes.

Mr. Jerolf stated that a reverse style home would require a larger lot.

Additional discussion from the board with the builder and developer.

12. Close Public Hearing

Mr. Wilson closed the public hearing

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

- a. Motion – Mr. Bettis made a motion to approve PZ-2015-002 with the staff recommendations
- b. Second – Ms. Hartwell seconded the motion.
- c. Additional Board Discussion
None

- d. Vote was taken
 - Robinson Yes
 - Jimenez Yes
 - Myers Yes
 - Hartwell Yes
 - Wilson Yes
 - Dwight Yes
 - Bettis Yes

Motion Carried 7-0

6. Other Business:

None

7. Planning Project Reports:

None

8. Set Future Meeting Date - Thursday, March 5, 2015 at 7:00 PM

Mr. Benson stated he would like to have a training session for the March 5th Meeting

9. Adjourn

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE A VEHICLE RENTAL BUSINESS ON PROPERTY LOCATED AT 9400 AND 9600 E. 53RD PLACE IN RAYTOWN, MISSOURI

WHEREAS, application PZ-2015-001, was submitted by Neal Clevenger on behalf of Emanuel Barger seek to operate a U-Haul rental business at 9400 and 9600 E. 53rd Place; and

WHEREAS, pursuant to City Code Chapter 50, Article V of the City of Raytown Code of Ordinances, application no. PZ-2015-001, 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 February 12, 2015; and

WHEREAS, at the conclusion of said public hearing the Planning Commission by a vote of seven (7) 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 a public hearing on March 3, 2015 and on March 17, 2015; and

WHEREAS, based on all of the information presented 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 operate vehicle rental business on property located at 9400 and 9600 E. 53rd Place, as legally described in Exhibit “A”, subject to the conditions set forth in Section 2 herein.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed during the operation of the business allowed by this Conditional Use Permit.

1. The vehicle rental business hereby approved shall be operated 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.
2. Rental vehicles shall be parked at locations as indicated on the site plan submitted by the applicant.
3. Compliance with all applicable ordinances and codes of the City of Raytown, the State of Missouri and the United States.

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 ____ day of _____, 2015.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

BILL NO. 6378-15

ORDINANCE NO. _____

SECTION NO. XIII

Exhibit "A"

Case Number 2015-001 \$ 250.00
Date Received 1-15
Map Page _____

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

PART I Background Information

1. This request applies to property at the following address:
9600 E. 53rd Pl Bldg A & B 9400 E. 53rd Pl Raytown, MO 64133

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

Name	Address	Phone
<u>Neal Clevenger</u>	<u>6120 Elm Raytown, MO 64133</u>	<u>(816)356-0333 ext 107</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>Emanuel Barger</u>		<u>(443) 839-3998</u>

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

Vacant / Former Church & Shop

5. Zoning classification of the property: Neighborhood Commercial

6. Specify the use desired for the property: Uhaul & Storage

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

<u>Structure</u>	<u>Height</u>
<u>9400 E. 53rd PL Raytown, MO 64133</u>	<u>12"</u>
<u>9600 E. 53rd PL Raytown, MO 64133</u>	<u>12"</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)

PART II Conditional Use Permit Information

In considering an application for a conditional use permit, 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;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

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

The proposed conditional use will be in keeping with the character of the neighborhood because the neighborhood is a business area. The proposed conditional use will bring business to the surrounding businesses. The character of the neighborhood consists of a service station and a car wash that will be utilized for the maintenance of the Uhaul company.

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

The proposed use will be consistent with the uses and zoning on nearby parcels because the surrounding neighbors are a car wash and service station. Uhaul will be consistent with the use as the car wash will be utilized for washing and maintaining vehicles; while the service station will be used for servicing vehicles.

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

This property is more suited for the proposed use than its current uses because the property is currently vacant. Use of the property will bring income into the city of Raytown and neighborhood businesses.

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

The proposed conditional use will not have any detrimental effects on nearby parcels because it is not a competitive business. The proposed conditional use will coincide with nearby parcels and in effect bring business to nearby parcels, in turn bringing more income to the surrounding and nearby parcels.

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

Prior to the submission of this application, the property has been vacant for two months.

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

If the application is denied, the property owner will face the following hardships; It will be difficult finding a suitable tenant in keeping with the character the neighborhood

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

Public facilities: Restroom (one per facility) are adequate to service employees and are in keeping with maintaining the employees needs. Outlets are sufficient in keeping the maintenance of office supplies and equipment (encompassing electronic components). Lighting will provide indoor and outdoor lighting for proper access to clients.

H. Additional comments:

The proposed use is currently unavailable in Raytown. Bringing this facility into Raytown will ensure Raytown residents a shorter commute and personal attention to their matters. This business will be conducive to the current businesses located in Raytown and will in no way impede on their business. The facility will open doors for employment to the Raytown community and in turn offer one on one personal care to its clients. The requested facility offers all of the amenities needed for adequate operation of a Uhaul facility. The location will benefit from the operation of the facility as many clients will prefer shorter commutes for refueling and cleaning. This will be a great addition to the Raytown community.

NOTICE OF PUBLIC HEARING

Application: Conditional use permit that seeks to allow a vehicle rental business.

Proposed Location: 9400/9600 E 53rd Place, Raytown, MO 64133

Legal Description: Due to its length the legal description is on file and available for review at the offices of the Raytown Development and Public Affairs Department in Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.

Notice is hereby given that the Raytown Planning and Zoning Commission will hold a public hearing regarding the above-described application on February, 12, 2015 at 7:00 p.m., at Raytown City Hall. Notice is also hereby given that the Raytown Board of Aldermen will hold a public hearing regarding the above-described application on Tuesday, March 3, 2015 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 26th day of January 2015.



Development & Public Affairs Department
10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6014
www.raytown.mo.us

January 27, 2015

Notice of Public Hearing

The City of Raytown Development & Public Affairs Department has received a Conditional Use Permit application that seeks to operate a vehicle rental business at 9400/9600 E 53RD place in Raytown, MO.

A public hearing to consider this conditional use permit application will be held by the City of Raytown Planning and Zoning Commission on **Thursday, February 12, 2015 7:00 p.m. in the Raytown City Hall Council Chambers located at 10000 East 59th Street, Raytown, Missouri**

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described conditional use permit application on **Tuesday, March 3, 2015 at 7:00 p.m. and Tuesday March 17, 2015 at 7:00pm Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.**

You are invited to attend either or both of the public hearings to learn more about the application ask questions and / or provide comment regarding the conditional use permit application. Additional information regarding this application or the public hearings can be obtained from the City of Raytown Community Development Department located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6075 or by e-mail at jbenson@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Community Development Department at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

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RAYTOWN, MO 64133

COMMERCIAL SHOPS & GARAGE LLC
9600 E 53RD PLACE
RAYTOWN, MO 64133

RAYTOWN PETROLEUM LLC
5304 RAYTOWN ROAD
RAYTOWN, MO 64133

DS MORGAN LLC
5359 RAYTOWN ROAD
RAYTOWN, MO 694133

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CITY OF RAYTOWN
Request for Board Action

Date: February 26, 2015

Bill No. 6379-15

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 an amendment to the Architectural Design Standards specified in the Crescent Creek Design Manual adopted by Ordinance Number 4952-04 on March 16, 2004.

Recommendation: The Planning & Zoning Commission by a vote of 7 in favor and 0 against recommends approval of the following text amendments.

Driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide.

Garage Doors shall not face a street if alley access is available. Where a garage door faces a street the following standards shall apply:

1. Not more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot.
2. The front of the garage shall not extend in front of the front plane of the house.

Analysis: The Crescent Creek subdivision was approved by the City of Raytown in 2004 as a Traditional Neighborhood Design (TND) development. As a TND development, certain design standards were proposed by the developer and adopted by the City as part of the Planned Development Overlay Zoning District for the subdivision. The adopted standards include, but are not limited to such design aspects as:

- Emphasis on human scale architecture through such design aspects as porches or covered stoops in front each front door entry on every home and garages not be located in front of homes;
- The subdivision emphasizing pedestrian amenities and walkability through design aspects such as sidewalks along all streets; smaller lot sizes relative to the size of lots in conventional residential subdivisions; and homes being constructed closer to the front property line than conventional residential subdivisions; and
- A variety of residential housing types that includes single-family homes, paired houses (e.g. duplexes) and townhomes.

After beginning construction on single-family homes as well as one townhome building, the housing market softened and ultimately crashed. This caused the Crescent Creek subdivision to go into foreclosure. In late 2013 the bank sold Crescent Creek who in turned sold it to a new developer. Kirk Miles on behalf of the new developer, Crescent Creek Revitalization, LLC, is seeking approval of an amendment to the Architectural Design Standards in the Crescent Creek Design Manual that was approved as part of their rezoning application for this development. The amendment being sought relates to the width of driveways between the front of the house and the street and to the garage door restrictions on page 53 of the Design Manual. The regulations currently specify the following:

- *“**Driveways** in the front yard are permitted only for lots that do not have alley access and shall be a maximum of ten (10) feet wide.”*
- *“**Garage doors** shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of a garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot.”*

According to the applicant, this requirement presents several problems with regard to the entire development.

1. The current design results in severe parking problems. The parking problem has negatively affected property values and causes ill will between homeowners.
2. The current restrictions on driveways and garages have rendered the development unmarketable because the costs of concrete and other related materials for rear entry garages are excessive. Current real estate market conditions will not support the home values that were previously sold when the project first started over 10 years ago.
3. Unless changes are made to the garage requirements, the total costs of constructing new houses will be outside the market and further delay for years the development of Crescent Creek.
4. The increase to twenty-two (22) feet allows for a two-car garage to be built, which will help alleviate the severe parking problem and improve ability to market homes in this development.

In addition to the problems the current driveway and garage door regulations create, staff has noted the following issues that relate to these design requirements.

5. Several corner lots do not have alley access for the garage and these corner lots are not of a size that will allow the garage to be tucked behind the house in any manner. Existing homes located on the corner of Arlington Avenue and 57th Street and at Arlington and 57th Terrace are both prime examples of this and have driveways and garages constructed that would comply with the proposed amendment.
6. This restriction on perimeter lots that do not have alley access necessitate the garages to be front loaded. As such the current standards require garages to be tucked behind the house as more than 9-feet of garage door is currently not permitted to extend beyond the plane of the sidewall of the house. In order to obtain access to the garage door for a two-car garage, the garage has to sit far back from the house resulting in a large portion of the back yard being taken up by concrete for the driveways and the garage itself. In addition, some of the driveways could be as long as 80-feet in length.

Based upon the problems described above, the applicant is requesting that the existing regulation be replaced with the following language:

- **Driveways** in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide.
- **Garage Doors** shall not face a street if alley access is available. Where a garage door faces a street the following standards shall apply:
 - Not more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot.

The Planning & Zoning Commission recommended approval of the above requested amendment subject to the following additional language being added to the Garage Door amendment.

- The front of the garage shall not extend in front of the front plane of the house.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the requested text amendments 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.

Not Applicable

Additional Reports Attached:

- Staff Report on this application for February 12, 2015 Planning & Zoning Commission meeting.
- Minutes of the February 12, 2015 Planning and Zoning Commission meeting.

STAFF REPORT

To: The City of Raytown Planning and Zoning Commission
FROM: The Community Development Department
DATE: February 12, 2015
SUBJECT: AGENDA ITEM No. 6.B: (Case No.: PZ-2015-002) Text Amendment to Architectural Design Standards specified in the Crescent Creek Design Manual dated February 25, 2004 as adopted by Ordinance Number 4952-04.

Background Information

Kirk Miles on behalf of Crescent Creek Revitalization, LLC is seeking approval of an amendment to the Architectural Design Standards in the Crescent Creek Design Manual that was approved as part of their rezoning application for this development. The amendment being sought relates to the width of driveways between the front of the house and the street and to the garage door restrictions on page 53 of the Design Manual. The regulations currently specify the following:

- *“Driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of ten (10) feet wide.”*
- *“Garage doors shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of a garage door shall extend no further than none (9) feet beyond the plane of the sidewall of the primary structure on the lot.”*

According to the applicant, this requirement presents several problems with regard to the entire development.

7. The current design results in severe parking problems. The parking problem has negatively affected property values and causes ill will between homeowners.
8. The current restrictions on driveways and garages have rendered the development unmarketable because the costs of concrete and other related materials for rear entry garages are excessive. Current real estate market conditions will not support the home provides that were previously sold when the project first stated over 10 years ago.
9. Unless changes are made to the garage requirements, the total costs of constructing new houses will be outside the market and further delay for the years the development of Crescent Creek.
10. The increase to twenty-two (22) feet allows for a two-car garage to be built, which will help alleviate the severe parking problem and improve ability to market homes in this development.

In addition to the problems the current driveway and garage door regulations create, staff has noted the following issues that relate to these design requirements.

11. Several corner lots do not have alley access for the garage and these corner lots are not of a size that will allow the garage to be tucked behind the house in any manor. Existing homes located on the corner of Arlington Avenue and 57th Street and at Arlington and 57th Terrace are both prime examples of this and have

driveways and garages constructed that would comply with the proposed amendment.

12. These restrictions on perimeter lots that do not have alley access necessitate the garages to be front loaded. As such the current standards require garages to be tucked behind the house as more than 9-feet of garage door is currently not permitted to extend beyond the plane of the sidewall of the house. In order to obtain access to the garage door for a two-car garage, the garage has to sit far back from the house resulting in a large portion of the back yard being taken up by concrete for the driveways and the garage itself. In addition, some of the driveways could be as long as 80-feet in length.

Based upon the problems described above, the applicant is requesting that the existing regulation be replaced with the following language:

- "Driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide."
- "Garage Doors shall not a street if alley access is available. Where a garage door faces a street, not more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot."

Matters to be Considered

Consideration should be given to ensure that the proposed amendment would not adversely affect the intent and character of the development that was previously approved. Crescent Creek was proposed and approved as a Traditional Neighborhood Design (TND) development. As such, twelve principles of neighborhood design are provided in the approved Design Manual for Crescent Creek (Page 3). While not all of the principles are applicable to proposed amendment, the following are:

5. *The neighborhood has concentrations of civic, institutional and commercial activity embedded within it, not isolated in remote, single-use complexes. Schools are sized and located to enable children to walk or bicycle to them.*

Each place where a driveway intersects a sidewalk creates a point of conflict between cars and pedestrians and makes the neighborhood less pedestrian friendly. Therefore, these conflict points should be kept to a minimum. The proposed driveway amendment is limited to a lot that does not have alley access.

7. *The neighborhood streets are laid out in a network, so that there are alternate routes to most destinations. This permits most streets to be smaller with slower traffic, and to have parking, trees and sidewalks. Such streets are equitable for both vehicles and pedestrians, encouraging walking, and reduce the number and length of automobile trips.*

As previously stated, each place where a driveway intersects a sidewalk creates a point of conflict between cars and pedestrians and makes the neighborhood less pedestrian friendly and therefore less equitable for both vehicles and pedestrians. Again, these conflict points should be kept to a minimum. Again, the proposed driveway amendment is limited to lots that do not have alley access.

9. *The neighborhood utilizes its streets for parking. Parking lots and garages rarely if ever front the streets, and are typically relegated to the rear of the lot and accessed by alleys.*

This principle relates to both encouraging an equitable balance between vehicles and pedestrians as well as promoting architectural design that is human scale and not vehicular oriented.

Staff is not opposed to the greater visibility of the garage door from the street as proposed. However, the current standard that specifies that *"where a garage door faces a street, no more than nine (9) feet of a garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot"* prevents the garage from extending in front of the front plane of the house. By ensuring that the garage does not extend in front of the house it prevents furthering the visual automobile dominance along the street and instead maintains a more human scale along the street, which helps to maintain the character and a primary design principle of Traditional Neighborhood Design (TND) on which the Crescent Creek subdivision is based. Therefore, staff recommends that the proposed amendment to the "Garage Door" standards be altered to include the following language"

"The front of the garage shall be set back a minimum of eight (8) feet from the primary front plane of the houses, excluding the porch."

In addition to the neighborhood design principles previously discussed, the proposed amendment will also help create more usable back yard areas as garages will be able to be placed slightly closer to side property lines, which in turn will create larger more usable back yard areas for the residents of those applicable homes.

Staff Recommendation

It is the recommendation of staff that the following amendments be approved which includes the additional recommended language:

Driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide.

Garage Doors shall not a street if alley access is available. Where a garage door faces a street the following standards shall apply:

1. Not more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot.
2. The front of the garage shall be set back a minimum of eight (8) feet from the primary front plane of the houses, excluding the porch.

CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING
MINUTES

February 12, 2015
7:00 pm
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

Mr. Wilson welcomed all to the Planning and Zoning Meeting

2. Call meeting to order and Roll Call

Mr. Wilson called the meeting of February 12, 2015 to order, Mr. Bettis took roll call.

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

3. Approval of Minutes of December 11, 2014 Meeting Minutes

- A. Revisions - None
- B. Motion – Ms. Hartwell made a motion to approve
- C. Second – Mr. Bettis seconded the motion
- D. Additional Board Discussion - None
- E. Vote – Vote taken passed unanimously

4. Election of Officers for 2015

A. Chairman

Mr. Bettis nominated Mr. Wilson for Chairman, Mr. Myers seconded the motion. There were no other nominations. Motion passed unanimously approving Mr. Wilson as Chairman.

B. Vice-Chairman

Mr. Meyers made a motion to nominate Mr. Bettis for Vice-Chairman, Ms. Hartwell seconded the motion. There were no other nominations. Motion passed unanimously approving Mr. Bettis as Vice-Chairman.

C. Secretary

Ms. Hartwell made a motion to nominate Ms. Stock for Secretary, Mr. Bettis seconded the motion. There were no other nominations. Motion passed unanimously approving Ms. Stock as Secretary.

5. **Old Business.** – None

6. **New Business**

A. Application: Conditional Use Permit Application that seeks to operate a vehicle rental business at 9400/9600 E 53RD Place, Raytown, MO 64133

Case No.: PZ-2015-001

Applicant: Emanuel Barger

1. Introduce Application

Mr. Wilson introduced PZ-2015-001 to the board

2. Open Public Hearing

Mr. Wilson opened the Public Hearing of PZ-2015-001

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

The City Attorney, Jonathan Zerr swore in all that were speaking on this application.

4. Mr. Wilson Entered Relevant City 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 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 February 12, 2015 Planning & Zoning Commission meeting

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

None

6. Introduction of Application by Staff

Mr. Benson introduced this application to the board and stated that Neal Clevenger on behalf of Emanuel Barger is seeking approval of a conditional use permit to allow a U-Haul rental business to operate at 9400 and 9600 E. 53rd Place. The property contains two buildings with parking. Mr. Barger is in the audience this evening and deferred to him to provide additional information on this business.

7 Presentation of Application By Applicant

Good evening, my name is Emanuel Barger 9400/9600 E 53rd Place, Raytown, Mo 64133. The intention for this place is a U Haul Rental Company / Storage space. I believe that it is a good place for the U haul company because there is a high volume of traffic there I will be creating a low volume of traffic, there will be no more than three (3) vehicles a week and they will be rented by appointment. I feel I will be providing an opportunity for the youth of Raytown to have employment. I believe it will be a really good fit for that area; I too have a cable company that I work out of on 53rd Street. On that grid there is a gas station, a car wash and I thought it would be a great location for this business. I do agree with the staff recommendations for this business.

Ms. Hartwell asked if this was an appointment only business.

Mr. Barger stated that it was.

Ms. Hartwell asked it that would cut down on his business.

Mr. Barger stated yes, but he can control it better because I run cable business also.

Ms. Dwight asked what the business hours are.

Mr. Barger stated 9-5 would be the business hours and the phone number would be answered all the time.

Mr. Meyers asked what size U Haul trucks would be on the property.

Mr. Barger stated they will have a van and maybe 2 mid-sized trucks and one 28 foot truck and hitches, etc.

Mr. Meyers asked about the brush in the back of the building and the blind spot with the trees and shrubbery. I am worried about some blind site issues.

Mr. Barger stated that right behind the sign on 9400 there is a parking spot for a large vehicle. It is pretty open I think it is safe there.

Mr. Meyer asked if he would consider cleaning up the shrubberies there.

Mr. Barger stated he would not have a problem cleaning it up.

Mr. Benson stated the City does own the property where the park is. He stated he would talk to the Parks Department about cutting back the trees and bushes.

Additional Board and Staff discussion occurred on the parking of the vehicles and the lot.

8. Request for Public Comment

None

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson stated we did visit the site the parking spaces are clearly visible.

He also stated that there is a use inspection done before the business opens which will address all of the conditions. Staff recommends approval for this business with all the recommendations

11. Board Discussion

12. Close Public Hearing

Mr. Wilson closed the Public Hearing.

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

- a. Motion-Mr. Myers made a motion to approve with staff recommendations.
- b. Second-Ms. Dwight seconded the motion
- c. Additional Board Discussion - None
- d. Vote was taken

Ms. Hartwell	Yes
Mr. Meyers	Yes
Mr. Robinson	Yes
Mr. Jimenez	Yes
Ms. Dwight	Yes
Mr. Bettis	Yes
Mr. Wilson	Yes

Motion Carried 7-0

B. Application: Text Amendment to Architectural Design Standards specified in the Crescent Creek Design Manual dated February 25, 2004 as adopted by Ordinance Number 4952-04.

Case No.: PZ-2015-002

Applicant: Kirk Miles on behalf of Crescent Creek Revitalization, LLC

1. Introduce Application

Mr. Wilson introduced PZ-2015-002 to the board

2. Open Public Hearing

Mr. Wilson opened the Public Hearing

3. Explain Procedure for a Public Hearing and swear-in speakers
The City Attorney, Jonathan Zerr swore in all that were speaking
4. Mr. Wilson entered Relevant Exhibits into the Record:
 - a. Application for Text Amendment
 - b. Crescent Creek design Manual as approved by City of Raytown Ordinance No. 4952-04.
 - c. Public Hearing Notice sent to property owners within 185-feet of the Crescent Creek subdivision
 - d. Public Hearing Notice published in the Raytown Post
 - e. City of Raytown Zoning Ordinance as amended
 - f. Staff Report on application for February 12, 2015 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application.
None
6. Introduction of Application by Staff
Mr. Benson introduced PZ-2015-002. And stated that this application relates to an amendment to the Crescent Creek Architectural Design Standards. Mr. Benson described the history of the Crescent Creek Subdivision and stated it is a Traditional Neighborhood Design development that was approved in 2004. After it was approved a number of single family homes and one building with town homes were built as well as some common open space within the development. He estimated that approximately two-thirds of the development is vacant. After the original developer started construction and development of the subdivision, the development went into foreclosure due to the national housing down that occurred. Now Crescent Creek Revitalization, LLC is wanting to start building single family homes there.

As part of the original approval there was a design manual approved as part of the plan development for the subdivision which includes the architectural design standards that they are wanting to in part amend. There amendment relates to driveways there is a current standard that states the driveways in the front yard are permitted only for lots that do not have alley access and shall be a maximum of ten (10) feet wide. There is also a specific standard that relates to garage doors that shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot. In effect what that does it requires the garage to be located behind the house. The applicants are proposing to amend those two standards for driveways they are proposing that the driveways in the front yard be only permitted for lots that do not have alley access and shall be a maximum of (20) twenty feet wide. Secondly related to the garage doors they are proposing that garage doors shall not face a street if alley access is available and where a garage door does face the street not more than (22) twenty two feet if the garage inclusive of the garage door shall extend beyond the side wall of the primary structure on the lot, it allows the garage to be built to the side of the house.

Mr. Wilson asked if we should enter the email from the applicant into the exhibits. Mr. Benson stated you can do that now or when the applicants explain the email. Mr. Wilson entered the email from the applicant as exhibit h.

7. Presentation of Application By Applicant

Mr. Miles 13706 W 76th Circle in Lenexa Kansas introduced himself to the board. He stated he would be the President of Crescent Creek Home Owners Association Community Improvement District. He stated after a year they were able to re-instating the HOA, CID with the state of Missouri. We are committed to revitalizing Crescent Creek and re build the trust with the home owners who live in Crescent Creek. We work with a non- profit organization called the Giving Grove and the Giving Grove is going to come in and put in an orchard for the community and the non- profit support benefit. I would like to introduce some other people that are in support of the applicant. I then would like to say we are hoping we are successful with this text amendment. We are ready to start construction if the text amendment goes through on the 18th.

Gary Knabe, 6811 Proctor, Kansas City, MO. 64133. I have been in Raytown about 55 years and have been selling Real Estate for about 45 years. Raytown is my home town. I was on the board when we passed this amendment originally. I really want to see this project get off the ground for the benefit of Raytown. There is more heart in this project than anything else.

Good Evening my name is John Wiley; I live at 754 Northern Avenue, Raytown, MO. I to with Gary was on the Board of Alderman when this project came to us and I remember voting yes. I drive by Crescent Creek to and from work. I then I found out it was for sale for a price. I made some calls and put together a team and I am now a land owner in this development and I will be serving on the HOA. We identified the problems with the garage set back issue is causing the home builder a difficulty in building at a price point that would sell in Raytown. I am in favor of this and completely committed to keeping the architecture feel of the neighborhood as it was originally designed. There are a couple of residents here to address the parking issues in Crescent Creek.

Hello, I am Jim Jerolf, 4405 Hickory Lane, Kansas City, MO. I am the builder that they have been eluding to the past ten minutes. I have been working with Gary Knabe and I have sat down and discussed price points for this development. As a builder I understand that home owners are looking for (3) bedrooms (2) baths and they want a two car garage. So if you address the (9) foot garage door and the (10) foot driveway anything without an alley would allow you just a (1) one car garage. That really restricts the number of buyers so that is the first issue. The second issue was about moving the garage even with the house. As a builder it is very economical to build bedrooms above the garage.

Additional discussion by the board with the builder and developers about the type of homes that will be built and the parking issues in Crescent Creek Subdivision.

8. Request for Public Comment

My name is Angel Raphael Martinez and I am at 5700 Arlington Ave. in Crescent Creek. I just wanted to address the street parking during the night as well in the daytime 7 days a week. A couple of businesses are part of the problem. What I am concerned with is the Raytown Public School transit system in the morning and afternoon in picking up and drop the children and also delivery vehicles throughout the neighborhood is really a problem.

My name is Nicole Moore and I live at 9505 E 57th Street Crescent Creek. My house has a dormer and a garage, while parking can be frustrating there because I pull in back through the alley but if I want to come in to the front of the house and make a quick run there is a lot of congestion there. It is a little scary especially in the winter with the hills it is a little nerve racking. I am in favor of what the gentleman presented here and I am in favor with what they are requesting to move forward.

Nicole Moore I live at 9505 E 57th Street, Crescent Creek. I was so eager to get up and talk on the behalf of these guys I forgot to say that I am also a realtor for the past ten years and I think that if you put in a one car garage you will cut the buyers down and it is such a beautiful neighborhood. I think when there is a leader people will follow so I believe the HOA will help with all the problems

9. Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson stated we have been working with applicants for the last year not just on this amendment but on re-establishing the Community Improvement District which is a key part of the Cities interest on the Development because the alleys are privately owned by the Home Owners Association and the Community Improvement District is a way for the City to insure that the proper funding is obtained by the Home Owners Association to help pay for the ongoing maintenance as well as the alleys and the open space. I failed to mention in your packet the architectural standards are in your packet. Based on what you have heard tonight staff is recommending approval of the amendment specific to the driveways and the amendment of the garage doors. Staff is agreement with the email that was put in front of you tonight.

11. Board Discussion

Ms. Hartwell stated she didn't remember the lots were 38 feet wide. Would it be possible to make the lots larger or would that be a whole other process.

Mr. Benson stated that would be a whole other process, and would be up the applicant.

Mr. Robison asked if the (20) twenty (22) driveway is that of a standard (2) two car garage.

Mr. Benson referred to the applicant on that question.

The builder Jim Jerolf stated Mr. Robinson you are correct a two car garage door is (16) feet wide that is why we are asking for a (22) drive.

Mr. Meyers asked based on the size of the lot size can you put other style homes.

Mr. Jerolf stated that a reverse style home would require a larger lot.

Additional discussion from the board with the builder and developer.

12. Close Public Hearing

Mr. Wilson closed the public hearing

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

- a. Motion – Mr. Bettis made a motion to approve PZ-2015-002 with the staff recommendations
- b. Second – Ms. Hartwell seconded the motion.
- c. Additional Board Discussion
None

- d. Vote was taken
 - Robinson Yes
 - Jimenez Yes
 - Myers Yes
 - Hartwell Yes
 - Wilson Yes
 - Dwight Yes
 - Bettis Yes

Motion Carried 7-0

6. Other Business:

None

7. Planning Project Reports:

None

8. Set Future Meeting Date - Thursday, March 5, 2015 at 7:00 PM

Mr. Benson stated he would like to have a training session for the March 5th Meeting

9. Adjourn

AN ORDINANCE GRANTING AN AMENDMENT TO THE ARCHITECTURAL DESIGN STANDARDS SPECIFIED IN THE CRESCENT CREEK DESIGN MANUAL ADOPTED BY ORDINANCE NUMBER 4952-04 ON MARCH 16, 2004

WHEREAS, application PZ-2015-002, submitted by Kirk Miles on behalf of Crescent Creek Revitalization, LLC, proposes to amend the Architectural Design Standards specified in the Crescent Creek Design Manual adopted by Ordinance Number 4952-04 on March 16, 2004; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held a public hearing on February 12, 2015 and by a vote of 7 in favor and 0 against rendered a report to the Board of Aldermen recommending that the amendment be approved as provided for in Section 1 herein; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on March 3, 2015, and March 17, 2015 and rendered a decision to approve the amendment to Ordinance Number 4952-04.

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

SECTION 1 – AMENDMENT. That standards regulating driveways and garage doors in the Architectural Design Standards specified in the Crescent Creek Design Manual adopted by Ordinance Number 4952-04 on March 16, 2004 is hereby amended to read as follows:

- **Driveways** in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide.
- **Garage Doors** shall not face a street if alley access is available. Where a garage door faces a street the following standards shall apply:
 - Not more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot.
 - The front of the garage shall not extend in front of the front plane of the house.

SECTION 2 – FAILURE TO COMPLY. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Comprehensive Zoning Regulations.

SECTION 3 – 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 4 – 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 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 _____, 2015.

David Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Application for Text Amendment
City of Raytown
Zoning Ordinance & Subdivision Regulations

1. The name(s), address(es), and phone number(s) of the applicant(s):

Name	Address	Phone
<u>Declarant</u>		
Crescent Creek Revitalization, LLC	Suite 200	(913)302-5938
Attn: Kirk Miles, President	7509 NW Tiffany Springs Pkwy Kansas City, MO 64153	

2. Ordinance from which the Amendment is requested (check one)

Zoning Ordinance 4922-03 Section No. XIII

Subdivision Regulations _____

3. Requested Amendment (including specific section of Zoning Ordinance or Subdivision Regulations):

Page 52 – Crescent Creek Design Manual
February 25, 2004

Modify the following provisions on page 52 as indicated:

MISCELLANEOUS

“**Driveways** in the front yard are permitted only for lots that do not have alley access and shall be a maximum of twenty (20) feet wide.”

OPENINGS

“**Garage Doors** shall not face a street if alley access is available. Where a garage door faces a street, no more than twenty-two (22) feet of the garage, inclusive of the garage door, shall extend beyond the sidewall of the primary structure on the lot.”

4. Reason for the Requested Amendment:

- The current design results in severe parking problems. The parking problem has negatively effected property values and causes ill will between homeowners.
- The current restrictions on driveways and garages have rendered the development unmarketable because the costs of concrete and other related materials for rear entry garages are excessive. Current real estate market conditions will not support the home prices that were previously sold when the project first started over 10 years ago.
- Unless changes are made to the garage requirements, the total costs of constructing new houses will be outside the market and further delay for years the development of Crescent Creek.
- The increase to twenty-two (22) feet allows for a two-car garage to be built, which will help alleviate the severe parking problem and improve ability to market homes in this development.

5. Does the Requested amendment apply to a specific property(ies) or area?

Yes X No

If yes, address or location of property:

Crescent Creek Community Improvement District

Northwest corner of 59th and Raytown Road

6. Describe if and how the proposed amendment will / may affect other properties in Raytown?

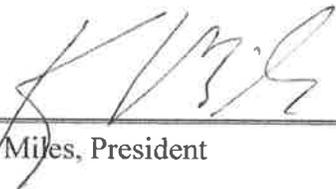
- The surrounding property values both in the development and those bordering the development will increase as new houses are built.
- The Raytown C-2 School District and the Raytown Fire District will enjoy increased revenues by means of new homes being built.

7. 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)

Declarant

Crescent Creek Revitalization, LLC

By: _____


Kirk Miles, President

February 4, 2015

DEFINITIONS

Note: All materials and construction methods must comply with the building codes adopted by the City of Raytown.

- **Brick** shall mean unpainted hard fired (kiln fired) all weather common brick or brick facing.
- **Clay** shall mean structural clay tile and architectural terra cotta. Synthetic lightweight concrete tile is permitted, if approved by the Director of Community Development and provided that it is identical in appearance and of equal or greater durability to natural clay tile. Structural facing tile with a glazed surface is not permitted.
- **Clapboard** shall mean a long thin board, thicker on one edge, overlapped and nailed on for exterior siding.
- **Deck** shall mean an elevated outdoor living area without a solid roof, attached to or immediately adjacent to a house or living unit.
- **Director of Community Development** shall mean the Director of the Community Development Department for the city of Raytown or his/her designee.
- **Front Yard** shall mean the area between a street and the primary elevation of a structure.
- **Garden wall** shall mean a retaining wall or decorative landscape wall on private property. A garden wall typically has a continuous footing.
- **Porch** shall mean an elevated outdoor living area with a solid roof and a foundation, attached and immediately adjacent to a house or living unit.
- **Stone** shall mean unpainted granite, sandstone, slate, limestone, or other hard and durable all-weather stone. Synthetic stone, such as pre-manufactured fiberglass, cultured stone, or glass-fiber reinforced concrete is permitted if approved by the Director of community Development and provided that it is identical in appearance and of equal or greater durability to natural stone.
- **Stoop** shall mean an elevated outdoor platform, less than eight (8) feet in depth and six (6) feet or less in width, with a foundation, with or without a roof, and constructed at an entry to a residence or living unit.
- **Stucco** shall mean traditional stucco or gypsum concrete/plaster materials with smooth sand finish, excluding pre-manufactured panels.
- **Wood** shall mean natural lumber; Hardiplank or equal cementitious board; or natural wood shingles. Plywood and particle board are not permitted as an exterior walls finish. Synthetic wood products are permitted, if approved by the Director of Community Development and provided that it is identical in appearance and of equal or greater durability to natural wood. NOTE: Natural wood shingles are not permitted as a roofing material

EXTERIOR WALLS

Materials

- **Exterior Walls** above the foundation wall, shall be finished in wood, brick, stucco, colored pre-cast concrete, or stone. Wood siding shall be painted or stained. Brick and stone shall be unpainted.
- **Exposed Foundation Walls and Piers** shall be finished in stone, brick, or concrete.

Configurations

- **Wood Siding** shall be horizontal.

EXTERIOELEMENTS

Materials

- **Columns and Arches** shall be finished with brick, wood, stone, or stucco. Round columns may be engineered, pre-cast support columns.
- **Chimneys** shall be finished with brick, stone, wood or stucco.
- **Wood Elements** shall be painted or stained. Balconies, posts, railings, spindles, brackets and balusters shall be wood or ornamental metal.

Configurations

- **Chimneys** on exterior walls shall not be cantilevered.

MISCELLANEOUS

- **Sidewalks in the public right of way** must be concrete and built to the standards specified by the Department of Public Works. The City is not responsible for maintaining any type of paver in the public right-of-way.

- **Driveways in the front yard** are permitted only for lots that do not have alley access and shall be a maximum of ten (10) feet wide.

ROOFS

Materials

- **Roofs** shall be clay, slate, or asphalt composition shingles. Metal roofing may be used as an accent but shall not be the primary roofing material. Wood shingles are not a permitted roofing material.
- **Gutters and Downspouts** shall be galvanized steel, copper, or painted aluminum.

Configurations

- **Roof Penetrations** such as plumbing, heating, and attic vents shall be placed on a side or the rear slope of the roof at least six (6) feet back from the front facade, and shall match the roof color.
- **Gutters and Downspouts** shall be provided on all structures, containing a dwelling unit.

OPENINGS

Materials

- **Windows** shall be wood, vinyl, vinyl-clad wood, and aluminum clad wood or painted aluminum. Glass shall be transparent, not opaque, except that frosted glass may be used as an accent.
- **Doors**, including garage doors, shall be wood or paneled metal, or fiberglass.

Configurations

- **Front Doors** shall be located facing the front yard of the lot except that front doors may also be located on a side porch that serves as the primary entry to the residence.
- **Windows** may be single or double hung, operable casements, or fixed.

- **Garage Doors** shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of a garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot.

PORCHES, DECKS & STOOPS

Materials

- **Porches and Stoops** shall be finished with wood, brick, stone, and/or stucco. The floor of a porch or stoop may be concrete. Posts or columns for porches and stoops may have concrete bases or caps.
- **Decks** shall be finished with redwood, cedar, or synthetic wood (TREX or an equivalent). Structural members may be CCA.

Configurations

- **Porches** shall be no less than eight (8) feet in depth and shall be a minimum of eighteen (18) inches above grade.
- **Railings** on porches, decks and stoops shall have top and bottom rails. Bottom rails shall clear the floor.
- **The Front Elevation** of each dwelling unit (excluding dwelling units in detached accessory structures) must have a stoop or porch at its primary entrance.
- **Decks** may not be located on a front elevation or at a primary entrance. A balcony on a second floor is not considered a deck.

FENCES

Materials

- **Fences and Gates** shall be wood, wrought iron picket or PVC - plastic. Living hedges may also be used as fences.
- **Wood Fences**, if painted, shall be white or a color used on the primary building.
- **Fences** may have brick or stone posts or columns.
- **Chain Link Fences** are prohibited.
- **Garden Walls and Retaining Walls** shall be finished in stone, concrete, brick, split-face concrete landscaping blocks or stucco.

Configurations

- **Fences** are permitted in a front, rear or side yard at the specified heights.
- **Fences and Gates in the Front Yard** shall not exceed thirty (30) inches in height.
- **Fences and Gates in a Side or Rear Yard** shall be a minimum of thirty (30) inches and a maximum of seventy two (72) inches in height.
- **Garden Walls** shall be a minimum of eight (8) inches thick.

2/25/2004

REGULATIONS

Code

52

NOTICE OF PUBLIC HEARING

- Application: Amendments to the Crescent Creek Design Manual, dated February 25, 2004, adopted by Ordinance Number 4952-04.
- Applicant: Crescent Creek Revitalization, LLC
- General Location: Raytown Road and 57th street
- Legal Description: Due to its length the legal description of the property to which the application applies is on file and available for review at the offices of the Development and Public Affairs Department at Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.

Notice is hereby given that the Raytown Planning and Zoning Commission will hold a public hearing regarding the above referenced application on Thursday, February 12, 2015 at 7:00 p.m., at Raytown City Hall. Notice is also hereby given that the Raytown Board of Aldermen will hold a public hearing regarding the above referenced application on Tuesday, March 3, 2015 at 7:00 p.m. at Raytown City Hall. The public is invited to attend the public hearings and be heard.

Certified for publication this 26th day of January 2015.



Development & Public Affairs Department
10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6014
www.raytown.mo.us

January 27, 2015

Notice of Public Hearing

Notice is hereby given that the Raytown Planning and Zoning Commission will hold a public hearing to consider amendments to the adopted design standards for the Crescent Creek Subdivision, dated February 25, 2004, which was adopted by Ordinance Number 4952-04.

A public hearing to consider the proposed amendments will be held by the City of Raytown Planning and Zoning Commission on **Thursday, February 12, 2015 at 7:00 p.m. in the Raytown City Hall Council Chambers located at 10000 East 59th Street, Raytown, Missouri**

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described proposed amendments on **Tuesday, March 3, 2015 at 7:00 p.m. at Raytown City Hall located at 10000 East 59th Street, Raytown, Missouri.**

You are invited to attend either or both of the public hearings to learn more about the application ask questions and / or provide comment regarding the proposed amendments to the design standards for the Crescent Creek subdivision.

A copy of the proposed amendments is provided for your review on the next page. 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) 737-6075 or by e-mail at jbenson@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Community Development Department at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

Proposed amendments to the adopted design standards for the Crescent Creek Subdivision, dated February 25, 2004, which was adopted by Ordinance Number 4952-04.

Existing design standards proposed to be replaced:

Garage doors shall not face a street if alley access is available. Where a garage door faces a street, no more than nine (9) feet of a garage door shall extend no further than nine (9) feet beyond the plane of the sidewall of the primary structure on the lot.

Proposed amendments:

In the event that a lot does not have alley access or is a lot configuration that requires front access, the developer shall incorporate the following to minimize its impact on the streetscape:

- 1. Limit the number of houses in a row that have this condition.*
- 2. Set the garage back a minimum of eight (8) feet from the primary front plane of the house, porches not included.*
- 3. Use single opening garage doors with a pillar in between the single-doors on a double car garage.*
- 4. Use a single lane driveway to point in line with the front plane of the house that minimizes concrete areas in between the front of the house and the street.*
- 5. Consider other architectural elements in the front elevation of the garage to make it less dominating and more interesting.*

Owner Name	Site Address	Owner Address	Ass (if different)
Beth Shalom Congregation	5529 Ditzler	14200 Lamar	Overland Park, KS 66222
Mount Carmel Cemetery	5529 Ditzler		
Robert & Jo Ann Smith	9316 E. 57th Terrace		
Stanley & Sally Rinehart	9320 E. 57th Terrace		
Gregory Miller	5725 Oxford		
Richard & Ellen Garcia	5729 Oxford		
Roger & Sharon Dains	5733 Oxford		
Freda Fisher	5737 Oxford		
Christopher & Sherri Lytle	5801 Oxford		
Daniel Thewes	5805 Oxford	22 Maple Ave	Newton, NH 03858
Jeromy & Donna Bowman	5809 Oxford		
James & Ladonna Campbell	5813 Oxford		
Megan Pace	5817 Oxford		
Rycom Instruments Inc.	9351 E. 59th Street		
Betty & Kinsella Doughty	5900 Crescent		
Tammy Young	5908 Crescent		
Cynthia Rountree	5901 Crescent		
Michael Young	5905 Crescent		
Heaven Sent Community Baptist Church	5907 Crescent		
Doreen Alewel	5900 Arlington	200 SE Cromwell Street	Blue Springs, MO 64014
Paul & Nancy Kenworthy	5904 Arlington	4616 NE Seabrook Lane	Lee's Summit, MO 64066
John Hedger	vacant lot	9210 Pitcher Road	Independence, MO 64050
Gerald Peterson	5900 Raytown Trafficway	8629 Chrysler Ave	Kansas City, MO 64138
Lon & Dean & Hobbs Sutherland	5925 Arlington		
Raytown Area Chamber of Commerce	5909 Raytown Trafficway		
Professional Office Buildings LLC	5845 Raytown Road	9508 E. 63rd Street	Raytown, MO 64133
Cirese Real Estate Holdings LP	vacant lot	7611 State Line, 301	Kansas City, MO 64114
Cirese Real Estate Holdings LP	vacant lot		
Arthur & Steven Clifford Trustee	vacant lot		
Arthur Clifford Trust	5631 Raytown Road	5631 Raytown Road	Raytown, MO 64133
Arthur Clifford Trust	5631 Raytown Road	10616 E. 56th Terrace	Raytown, MO 64133
Arthur Clifford Trust	5629 Raytown Road	10616 E. 56th Terrace	Raytown, MO 64133
Thomas & Karen Dunn	5615 Raytown Road	10616 E. 56th Terrace	Raytown, MO 64133

Cirese Real Estate Holdings LP	5855 Raytown Road	Raytown, MO 64133	7611 State Line, 301	Kansas City, MO 64114
TJL Auto Investments LTD	5620 Raytown Road	Raytown, MO 64133		
Everett Dulaney	9507 E 57th Street	Raytown, MO 64133	9409 Olmstead Road	Kansas City, MO 64138
Taylor Hineley	9501 E 57th Street	Raytown, MO 64133		
Mark & Tania Williams	9509 E 57th Street	Raytown, MO 64133		
Angel Martinez	5700 Arlington Ave	Raytown, MO 64133		
Brian Barnhill	5704 Arlington Ave	Raytown, MO 64133		
Diana Brown	5708 Arlington Ave	Raytown, MO 64133		
Eddie Bryant	5728 Arlington Ave	Raytown, MO 64133		
Rachel Kiser	9538 E 57th Street	Raytown, MO 64133		
James Harpool & Nancy Pede	9546 E 57th Street	Raytown, MO 64133	8024 W 114th Terrace	Overland Park, KS 66210
James Harpool & Nancy Pede	9550 E 57 Street	Raytown, MO 64133	8024 W 114th Terrace	Overland Park, KS 66210
Crescent Creek Revitalizaiont LLC	9521 E 57th Terrace	Raytown, MO 64133	7509 NW Tiffany Springs TFWY STE 200	Kansas City, MO 64153
Judith Collins	9541 E 57th Terrace	Raytown, MO 64133		
Ralph & Rosemary Boudreaux	9549 E 57th Terrace	Raytown, MO 64133		
Christopher & Dawndy Bendet	9545 E 57 Terrace	Raytown, MO 64133		