



**Agenda of the Belton City Council  
Work Session & Regular Meeting  
May 14, 2019 – 6:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri  
\*\*Addendum**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Stormwater Management Program Plan Presentation
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman VanWinkle
- VI. ROLL CALL
- VII. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

- A. **Motion approving the minutes of the April 23, 2019, City Council Work Session and Regular Meeting.**

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- B. **Motion authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**

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- C. **Motion authorizing the purchase of a DR3900 Spectrophotometer Micro Distillation Kit for \$11,199.81. This purchase is included in the FY2020 budget.**

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D. Motion approving Resolution R2019-41

**A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.**

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E. Motion approving Resolution R2019-42

**A resolution approving Task Agreement No. 2020-1 with FTC Equipment, LLC to replace Service Pump #2 and purchase an additional backup pump for the Wastewater Treatment Plant in the amount of \$22,607.36.**

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F. Motion approving Resolution R2019-43

**A resolution approving Task Agreement No. 2019-2 with JCI Industries, Inc. to replace the motor end shaft and bearings for Aerator #7 in the amount of \$28,469.00.**

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G. Motion approving Resolution R2019-44

**A resolution reappointing George Shurm and Rusty Sullivan and appointing Zebadiah Morlok and Jennifer Garner to the Municipal Park Board.**

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H. Motion approving Resolution R2019-45

**A resolution appointing Directors to the Board of Directors of the Y Belton Two Community Improvement District.**

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I. Motion approving Resolution R2019-46

**A resolution authorizing an agreement with Opencities, Inc. for website publishing, management and hosting services for the City of Belton.**

The FY2020 budget includes funds for a City website upgrade. After looking at multiple options, staff has determined that OpenCities is the best solution for citizens. Staff desires to have a website for residents, visitors, and staff that will transform their interactions with the City. OpenCities will provide a full-featured, mobile and accessible design to allow users to easily find information they are looking for and allow them to pay tickets and utility bills, begin utility service, find jobs, and see what news or events are happening in our community.

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J. **\*Motion approving a Temporary Picnic Liquor Permit for the Fraternal Order of Eagles, #4492, to host an event in their parking lot on Friday, 5/17, and Saturday, 5/18/19.**

K. **\*\*Motion approving Resolution R2019-47**

**A resolution amending and approving the Service Agreement between the Institute for Building Technology and Safety and the City of Belton, Missouri, for a term of two (2) years, and the automatic renewal and extension of an additional two (2) years until either jurisdiction terminates the service agreement with a 90-day written notice of termination in advance of the expiration, to include all provided services.**

VIII. PERSONAL APPEARANCES

A. Proclamation for Peace Officers Memorial Day and Police Week

B. Mark Miller, 505 Silverado/14707 S. Benton – recycling

IX. ORDINANCES

A. Motion approving both readings of Bill No. 2019-26

**An ordinance approving the Reappropriation & Revision of the City of Belton Fiscal Year 2020 adopted City Budget.**

This ordinance will amend the FY20 budget to reflect the City's actual cash carryover balance in each fund as of April 1, 2019 and will also reappropriate funds in the FY20 budget that were approved in the FY19 budget but were not completed before the year end.

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B. Motion approving both readings of Bill No. 2019-27

**An ordinance approving the Final Plat of Southview Commerce Center South 2nd Plat located NW ¼ and SW ¼, Sec, 1, T46n, R33w, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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X. RESOLUTIONS

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

May & June 2019 meetings

05/28 work session & regular meeting – 6:00 p.m.

06/11 work session & regular meeting – 6:00 p.m.

06/25 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

A. Request for Records Fee Waiver

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- XV. Motion to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there.

R2019-47

**A RESOLUTION AMENDING AND APPROVING THE SERVICE AGREEMENT BETWEEN THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY AND THE CITY OF BELTON, MISSOURI, FOR A TERM OF TWO (2) YEARS, AND THE AUTOMATIC RENEWAL AND EXTENSION OF AN ADDITIONAL TWO (2) YEARS UNTIL EITHER JURISDICTION TERMINATES THE SERVICE AGREEMENT WITH A 90-DAY WRITTEN NOTICE OF TERMINATION IN ADVANCE OF THE EXPIRATION, TO INCLUDE ALL PROVIDED SERVICES.**

**WHEREAS**, on April 23, 2019, pursuant to Resolution No. R2019-37, Belton City Council approved a Service Agreement between Institute for Building Technology and Safety (“IBTS”) and City of Belton, Missouri (“Service Agreement”); and

**WHEREAS**, staff would like to amend the Service Agreement to include all services IBTS provides (“Amended Service Agreement”); and

**WHEREAS**, the City Council believes the Amended Service Agreement is beneficial to the citizens of Belton.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BELTON, MISSOURI, AS FOLLOWS:**

**Section 1.** That this resolution authorizing and approving the Amended Service Agreement attached as **Exhibit A**.

**Section 2.** That this Resolution shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_, 2019.

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Mayor Jeff Davis

ATTEST:

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Andrea Cunningham, City Clerk,  
of the City of Belton, Missouri

STATE OF MISSOURI)  
CITY OF BELTON    ) SS  
COUNTY OF CASS    )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 14<sup>th</sup> day of May, 2019, and adopted at a regular meeting of the City Council held the 14<sup>th</sup> day of May, 2019 by the following vote, to-wit:

AYES:            COUNCILMEN:

NOES:            COUNCILMEN:

ABSENT:          COUNCILMEN:

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Andrea Cunningham, City Clerk,  
of the City of Belton, Missouri



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 14, 2019

DIVISION: Planning & Building

COUNCIL:  Regular Meeting     Work Session     Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

On April 23, 2019 City Council entered into an agreement with the Institute of Building Technology and Safety (IBTS) for Building Code Services and Inspections. At this time, staff would like to amend the contract to include all services IBTS offers.

The Mid-America Regional Council (MARC) is contracted with the Institute of Building Technology and Safety that allows cities and counties to access building department services. The Institute of Building Technology and Safety (IBTS) is a nonprofit service organization. Its mission is to accelerate progress in the built environment by providing enduring solutions that strengthen communities. Potential benefits from a regional approach to building department services include:

- Each local jurisdiction retains control of its permitting process.
- Competition for talented/certified personnel is reduced.
- Citizens continue to get local permits.
- Contractors can count on consistent, uniform enforcement.

The services include:

1. Building Code Department Services
2. Floodplain Services
3. Accessibility Code Services
4. Fire Code Review & Inspection Services
5. Stormwater Services
6. GOVmotus Permitting Software
7. Energy and Green Building Services
8. Planning and Zoning Services
9. Property Maintenance Service

**IMPACT/ANALYSIS:**

Fees vary based on services.

**STAFF RECOMMENDATION, ACTION, AND DATE:**

A resolution amending and approving the Service Agreement between Institute for Building Technology and Safety and City of Belton, for a term of two (2) years and will automatically renew and be extend for additional two-year terms until either the Jurisdiction of IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration, to include all provided services.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Resolution
2. Exhibit A – Amended Service Agreement between Institute for Building Technology and Safety and City of Belton.



**SERVICE AGREEMENT**  
**BETWEEN**  
**INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY**  
**AND**  
**CITY OF BELTON, MISSOURI**

On this 14<sup>th</sup> day of ~~April~~ <sup>May</sup>, 2019, the City of Belton, Missouri, herein after referred to as "Jurisdiction", located at 520 Main Street, Belton, MO 64012, 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, has made available to the Jurisdiction for consideration regional shared services listed herein; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions 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, the Jurisdiction desires to participate in the regional services offered by IBTS.

NOW THEREFORE, in consideration of the above, IBTS and the Jurisdiction hereby enter into this Service Agreement and agree as follows:

**1.0 DEFINITIONS**

"Advisory Committee" refers to the Oversight Advisory Committee established jointly by MARC and IBTS. The Advisory Committee consists of representatives of participating cities and towns and will meet on a periodic basis to provide input and guidance for the services offered herein.

"Applicant(s)" refers to the builder, homeowner, or other entity or individuals that would submit applications to the Jurisdiction for the Services offered by IBTS under this Service Agreement.

"Augmentation" refers to IBTS augmenting an existing Jurisdiction's department with specific tasks, staff and/or other Services from a Jurisdiction and paying certain fees for those permits and/or Services.

"Master Agreement" refers to the Master Agreement entered into by MARC and IBTS for the purpose of defining key elements, fee schedules and to outline the regional approach to the Services offered by IBTS.

"Service Agreement" refers to this Professional Local Government Service Agreement entered into by the Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction.

“Services” refers to the services offered by IBTS to the Jurisdiction under this Service Agreement. The Services include Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services, Stormwater Services, Planning and Zoning Services, Property Maintenance Services, possible Energy and Green Building Services, and other services as may be set forth herein.

## 2.0 CUSTOMER SERVICE

Should an issue arise for any Jurisdiction with delivery of services by IBTS, the Jurisdiction should notify IBTS and work directly with IBTS to resolve the issue within thirty (30) days. Should the issue remain unresolved after thirty (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 scope of Services offered by IBTS found in the Service Agreement are listed as attachments to this Service Agreement. The Jurisdiction hereby selects to implement the Services identified below by initialing beside each Service it desires to use:

- X   : Building Code Department Services and Fees, Attachment A
- X   : Floodplain Services and Fees, Attachment B
- X   : Accessibility Code Services and Fees, Attachment C
- X   : Fire Code Review & Inspection Services and Fees, Attachment D
- X   : Stormwater Services and Fees, Attachment E
- X   : GOVmotus™ Permitting Software and Fees, Attachment F  
(Reserved for Future Use)
- X   : Energy and Green Building Services and Fees, Attachment G  
(Reserved for Future Use)
- X   : Planning and Zoning Services and Fees, Attachment H
- X   : Property Maintenance Service and Fees, Attachment I

#### 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 Contractor Licensing Services, Business Licensing Services, Public Works Inspections, Water Sampling, and other services as needs are identified and documented by MML, IBTS and/or the Jurisdiction. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MML in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MML will negotiate the new terms and modify the Service Agreement as described in Section 15.0 – Agreement Modification.

**Non-Regional Services:** If the Services provided by IBTS are in remote locations, these will be considered Non-Regional Services and will be identified in an Appendix, attached hereto and incorporated by reference as if fully set forth in writing herein. The Jurisdiction understands and agrees that additional fuel surcharges and will be included on all Non-Regional Services. For Jurisdictions in the Non-Regional area, the Jurisdiction must select the combination of Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services AND Stormwater Services.

#### 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.

#### 6.0 FEE COLLECTION:

IBTS or the Jurisdiction may collect the fees for all services as described in the attachments to this agreement. Jurisdiction elects to utilize the fee collection method initial below:

Rebate Process: On behalf of the Jurisdiction, IBTS will collect all fees from the Applicant. IBTS will retain fees for its Services and will rebate the permit fees collected back to the Jurisdiction.

Remittal Process: Jurisdiction will collect all fees from the Applicant. Jurisdiction will retain its permit fees and remit to IBTS the fees collected for the Services to be performed by IBTS.

#### 6.1 PAYMENT TERMS AND PROCESS

**Rebate Process** – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with services provided to Jurisdictions. 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.

Permit Fees collected by IBTS will be rebated 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 thirty (30) days, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS; however, for Occupancy Certificates or where releases are necessary, such as with the connection of utilities, IBTS will provide the rebate within thirty (30) days following the completion of all inspections and the issuance of the permit or releases.

**Remittal Process** - If the Jurisdiction elects the Remittal Process, the Jurisdiction will collect payment of fees from the Applicant and deliver to IBTS at the end of each week a report of the permitting activity along with payment of IBTS's fee. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit.

**Jurisdiction's Permit Fees** – IBTS has provided suggested permit fees in the attachments to this Service Agreement. Each Jurisdiction will establish these permit fees for each permit type shown in the attachments to this Service Agreement. The Jurisdiction's established fees may vary from the suggested permit fees included in Attachment A; however, all fees along with all other plan review, inspection, flood review, handling and other fees required for the Service, shall be paid to the fee collector at the time the Applicant submits the permit application.

## 7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on the date first written above. After the initial term, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either the 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, the 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 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

## 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 California 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.

#### **11.0 TERMINATION FOR CAUSE**

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of this Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

#### **12.0 INDEMNIFICATION**

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

#### **13.0 LIMITATION OF LIABILITY**

*To the fullest extent permitted by law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through, or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by IBTS hereunder.*

#### **14.0 DISPUTE RESOLUTION**

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in the Kansas City metropolitan area.

## **15.0 ASSIGNMENT**

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to the Jurisdiction and written consent of the Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

## **16.0 AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

## **17.0 CONFIDENTIALITY**

The Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. The Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. The Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in the Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, the Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for the Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

## **18.0 SUBCONTRACTORS**

IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to the Jurisdiction for any breach in the performance of IBTS's duties.

All IBTS staff members, as well as consultants or staff provided by a subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and/or state building code agencies.

## **18.0 NON-SOLICITATION OF EMPLOYEES**

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither Party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Agreement and six months thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall not in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

## 19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render Services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

## 20.0 INSURANCE

- a. IBTS Insurance. IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.
- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- e. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- f. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

## 21.0 NOTICES

All contractual notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Contracts  
45207 Research Place  
Ashburn, VA 20147  
[Legal@ibts.org](mailto:Legal@ibts.org)

**City of Belton, MO**

Attn: David Clements  
520 Main St.  
Belton, MO 64012  
[dclements@belton.org](mailto:dclements@belton.org)

All technical notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Curt Skoog  
45207 Research Place  
Ashburn, VA 20147  
[cskoog@ibts.org](mailto:cskoog@ibts.org)

**City of Belton, MO**

Attn: David Clements  
520 Main St.  
Belton, MO 64012  
[dclements@belton.org](mailto:dclements@belton.org)

## 22.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

## 23.0 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 provisions of the IBTS Scope of Services and its amendments.

## 24.0 INCORPORATION OF ATTACHMENTS

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

## 25.0 GOVERNING LAW

This Service Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles. Any lawsuits arising out of this Service Agreement shall be filed in the appropriate State Court of competent jurisdiction located in Loudoun County, Virginia.



**26.0 COMPLETE AGREEMENT**

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

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this \_\_\_\_ day of April, 2019.

For IBTS:		For Jurisdiction:	CITY OF BELTON, MO
Printed Name:		Printed Name:	Alexa Barton
Title:		Title:	City Manager
Signature:		Signature:	Alexa Barton
Date:		Date:	

## ATTACHMENT A

### BUILDING CODE DEPARTMENT SERVICES & FEES

#### 1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting assistance, 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.

##### Permit Applications

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. 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

##### 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.

### Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will document all of the results and reports from the inspections. IBTS will then approve the CO for issuance and 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.

## **2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES**

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

### **AUGMENTATION FEE STRUCTURE**

Residential Plan Review Fees: \$100.00 per hour  
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection\*  
Commercial Inspections: \$150.00 per inspection\*

*\*Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$250	\$850
	3,001-5,000	\$390	
	>5,001	\$490	
New Modular	All	\$150	\$250^
Alter/Repair	Plan Review Not Required	na	\$150^
	Non Structural Support Modifications	\$75	\$150^
	With Structural Support Modifications	\$100	\$250^
	With Structural Support Modifications & Egress Changes	\$150	\$300^
New Manufactured Housing	All	n/a	\$250
New Detached Accessory	Over 400 sq. ft.	\$100	\$200^
New Portable Building	Over 400 sq. ft.	\$75	\$150^
Structure Relocation	All	\$185	\$250
Swimming Pool	For pools required by ICC and city codes to be inspectexd.	\$75	\$300
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$90
3rd Re-Inspection			\$150
Roofing Inspection			\$150
Electrical Meter Change			\$75
Mechanical Trade Inspection			\$75
Electrical Trade Inspection			\$75
Plumbing Trade Inspection			\$75
Demolition			\$75
Change of Occupancy			\$75
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$150
Temporary Pole			\$75
All Stop Work Orders			\$150
Flood Determination Review			\$65

^ Add trade permit fees when required

**COMMERCIAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE**

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
A	ASSEMBLY (Section 303)	0	2,500	\$385	\$175	\$1,250
		2,501	4,500	\$650		\$1,500
		4,501	10,000	\$1,300		\$2,800
		10,001	50,000	\$1,850	\$300	\$4,000
		50,001	100,000	\$3,250		\$8,500
		100,000	300,000	\$4,500		\$8,500 + .01 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$385	\$125	\$1,000
		2,001	5,000	\$650		\$1,500
		5,001	10,000	\$1,300		\$1,850
		10,001	20,000	\$1,650	\$200	\$4,095
		20,001	30,000	\$2,450		\$5,265
		30,001	50,000	\$3,475		\$7,020
		50,001	100,000	\$4,275		\$11,700
		1,000,001	300,000	\$5,500.00	\$325	\$21,000
300,001 +		\$5,500 + .01 sq.ft. over 300,00	\$21,000 + .01 sq.ft. over 300,000			
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$415	\$125	\$750
		3,001	10,000	\$825		\$1,755
		10,001	30,000	\$1,550		\$2,575
		30,001	80,000	\$2,225	\$200	\$4,650
		80,001	150,000	\$3,000		\$9,900
		150,001	300,000	\$5,125		\$14,625
300,001 +		\$5,125 + .01 sq.ft. over 300,000	\$14,625 + .01 sq.ft. over 300,000			
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$650	\$175	\$1,500
		5,001	10,000	\$1,150		\$1,875
		10,001	30,000	\$1,900		\$4,365
		30,001	80,000	\$3,150	\$300	\$9,945
		80,001	150,000	\$4,900		\$17,550
		150,001	300,000	\$7,850		\$43,875
		300,001 +		\$7,850 + .01 sq.ft. over 300,000	\$500	\$43,875 + .01 sq.ft. over 300,000

**COMMERCIAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE**

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$550	\$125	\$750
		10,001	20,000			\$750
		20,001	50,000			\$1,250
		50,001	100,000			\$1,250
		100,001	200,000			\$1,250
		\$200,001 +		\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$725	\$125	\$1,000
		2,001	5,000	\$1,100		\$1,200
		5,001 +		\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$550	\$150	\$1,500
		2,501	10,000	\$1,250		\$1,872
		10,001	30,000	\$1,800		\$4,680
		30,001	50,000	\$3,250		\$9,945
		50,001	150,000	\$4,200		\$17,550
		150,001	300,000	\$5,425		\$43,875
	300,001 +		\$5,425 + .01 sq.ft. over 300,00	\$225	43,875 + .01 sq.ft. over 300,00	
Tenant Finish	When any size existing building experiences an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

**CDBG Infrastructure Inspections: \$100.00/hr with project maximums quoted per job.**

## ATTACHMENT B

### FLOODPLAIN SERVICES AND FEES

#### 1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e., Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) 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 Service 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.

#### 2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$65.00 per unit
Elevation Determination – Commercial	\$125.00 per unit
Ordinance Review	\$100.00 per hour
Ordinance Amendment Facilitation	\$100.00 per hour
LOMR and LOMA Assistance	\$100.00 per hour
Consultation	\$100.00 per hour

Additional services are available upon request.



## ATTACHMENT C

### ACCESSIBILITY CODE SERVICES AND FEES

#### 1.0 COMPLETE 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 reviews 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.

IBTS will also provide accessibility plans reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented, recorded and made available for review.

#### 1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

#### 2.0 ACCESSIBILITY SERVICES FEES

2.1 **Operation Fees:** Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

2.2 **Augmentation:** Should an Applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

## ATTACHMENT D

### FIRE CODE REVIEW AND INSPECTION SERVICES AND FEES

#### 1.0 COMPLETE 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.

##### 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.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes, etc. IBTS will work with the local Fire Chief to ensure a safe event.

##### Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment A - 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 document all of the results and reports from the inspections. IBTS will then approve the CO for issuance and 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.

## 1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

## 2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1,S 2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

## ATTACHMENT E

### STORMWATER SERVICES AND FEES

#### 1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater 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 stormwater 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 Service Plans as allowable by regulations. The Service 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 Service 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 to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

#### 1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

#### 2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B.

#### 2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

<b>STORMWATER SERVICE FEES FOR AUGMENTATION</b>		
<b>Service</b>	<b>Reviews</b>	<b>Inspections</b>
Residential SWPPP Master Development Reviews	\$250.00	\$1200.00 / year / development
Commercial SWPPP Master Development Reviews	\$350.00	\$1500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$100.00	\$200.00 / site
Residential Rainfall Event Inspection	N/A	\$100.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$175.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

\*Additional services available upon request, such as: Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

**ATTACHMENT F**

**GOVmotus™ PERMITTING SOFTWARE AND FEES**

**RESERVED FOR FUTURE USE**

**ATTACHMENT G**  
**ENERGY AND GREEN BUILDING SERVICES AND FEES**

**RESERVED FOR FUTURE USE**



## **ATTACHMENT H**

### **PLANNING AND ZONING SERVICES AND FEES**

#### **1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT**

IBTS will provide Community Development management and support. Focusing on the community's assets, current character and desires, 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, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the Jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

#### **2.0 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
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

### 3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

### 4.0 GEOGRAPHIC INFORMATION SYSTEMS (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 Jurisdiction contact a local government agency for creation of this map. A digital parcel map can aid in the following:

- Zoning map creation and/or maintenance
- Parcel Map Digitization (if needed, with additional charge)\*
  - Basis for future land use analysis
  - Regeneration of base tax map to recoup lost tax revenue
  - Cost efficient Communication
  - GIS Consultation

\* Some restrictions may apply in some states, such as Oklahoma.

### 5.0 PLANNING & ZONING FEES -- Operation or Augmentation

COMMUNITY DEVELOPMENT FEES	
PLANNING AND/OR ZONING APPLICATION	PROCESSING FEE*
<b>1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT</b>	
<u>Zoning and Zoning Map Amendments</u>	
Rural Agricultural	\$500.00
Mixed Use	\$1250.00
Planned Unit Development	\$1500.00
Special Overlay Districts	\$1500.00
Use By Special Review	\$1500.00
Corridor District	\$1500.00
Zone Districts (not noted above)	\$1000.00
Zoning Verification Letter	\$75.00
<u>Planned Unit Development (PUD)</u>	
PUD Major Amendment	\$1500.00
PUD Minor Amendment	\$500.00
Abandonment of PUD	\$500.00
<u>PUD, Special Overlay District or Corridor</u>	
Spec. Overlay Dist/Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Spec. Overlay Dist/Corridor Final Plat	\$900 + \$5.00/acre

Subdivision Plan	
Minor Subdivision Plat	\$400.00
Preliminary Plat/Development Plan	\$500.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
Minor Amendment to Approved Plat	\$250.00
Major Amendment to Approved Plant	\$900.00 + \$5.00 per acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Telecommunication Towers, Antennas and Facilities	\$2500.00
Abandonment of PUD	\$500.00
Council, Boards and Commission Training	\$100/hour + material costs
Comprehensive Plan Amendments	\$1500.00
Land Use Plan Amendments	\$1500.00
Transportation Plan Amendments	\$1500.00
Site Plan	\$200.00
Amendment to approved Site Plan	\$200.00
Landscape Plan	\$200.00
Amendment to approved Landscape Plan	\$200.00
Sketch Plat	\$250.00
Preliminary Plat / Development Plan	\$500.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Final Plat	\$900.00 + \$5.00/acre
Lot Split/Lot Combination	\$200.00 + \$25/lot
Plat Waiver	\$250.00
Minor Subdivision Plat	\$400.00
Minor Amendment to Approve Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00/acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Vacation of Right-of-way or Easement	\$500.00
Variance	\$500.00
Special Exceptions	\$500.00
Administrative Determinations	\$100.00
Appeal of Decision	\$250.00
Reconsideration Request	\$200.00

2.0 PLANNING AND ZONING INSPECTIONS	
Historic Preservation Review	\$1000.00
Environmental Review	\$1000.00
Floodplain Development Review	\$1000.00
Minutes	\$50.00 per hour
Agenda Fee	\$50.00 per hour
Ordinance Fee	\$100.00 per hour with a one (1) hour minimum
Waiver (Paving, parking, etc.)	\$100.00
Opinion of Appropriateness	\$100.00 per hour
Temporary Sign Permit	\$50.00
Sign Permits	
Temporary Sign Permit	\$50.00
Sign Permit	\$150.00
Zoning or Ordinance Interpretation	\$200.00
Written Notice	\$100.00 per hour
Public Notice	\$100.00
Placing of Legal Ad	\$100.00
3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION	
Grant Writing and/or Administration	\$100.00 per hour
4.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)	
GIS Verification	\$90.00 per lot
ADDITIONAL SERVICES NOT INCLUDED ABOVE	
Consultation	\$100.00 per hour

\* \_\_\_\_\_ Fees are 1.5% of the processing fees.

\*\* An hourly rate is presented where a flat fee does not apply.

\*\*\* Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

## ATTACHMENT I

### PROPERTY MAINTENANCE SERVICE AND FEES

#### 1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the Jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the Jurisdiction, 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, the following is a list of inspections in this Service area:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10" or higher weeds
- Unimproved lots with weeds higher than 36"
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

## **2.0 – Property Maintenance Documentation**

IBTS will coordinate with the Jurisdiction officials including but not limited to the Jurisdiction Attorney, the Jurisdiction Fire Chief and the jurisdiction 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 Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

## **3.0 – 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.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only - the issuing of Notices of Violation to vehicles for property maintenance violations.

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Ordinances will be passed and fee schedules adopted by the Jurisdiction in order to pay for Services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be the Jurisdiction's responsibility to recoup any associated costs from the citizens for Services. IBTS staff will monitor the budget and ensure that Services do not exceed the approved budgeted amount.

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

## **4.0 – Program Manager**

The Jurisdiction 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 jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the Jurisdiction's Police Department will occur once the vehicle in question has been determined to exist. Once the VIN number is obtained, IBTS 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 Jurisdiction as well as the Jurisdiction's Police Department for enforcement and authorization of towing, as necessary.

## 5.0 – Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 150	\$ 100
	Non-residential and Multi-Family	\$ 250	\$ 150
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 75	\$ 50
	Non-residential and Multi-Family	\$ 100	\$ 75
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Stop Work Order, Do Not Occupy Order		\$ 75	\$ 75
Unlawful Structure		\$ 250	\$ 150
Demolition		\$ 200	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 100	\$ 50
	Multiple apartment and duplex units	\$ 85	\$ 40
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 100	\$ 50
	Infestation	\$ 50	\$ 40
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 150	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 50	\$ 40
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 50
	Hard surfaces unsafe to vehicles and pedestrians	\$ 50	\$ 40
	Illegal Camping	\$ 50	\$ 40
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 75	\$ 50
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 50	\$ 40
	Improperly parked	\$ 50	\$ 40
	Used as living quarters	\$ 75	\$ 50
Nuisances Not Described Above		\$ 50	\$ 40
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$100 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$100 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$100 per hour, plus travel costs	
Residential property owner research		\$15 each	
Commercial property owner research		\$25 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$100 per hour, plus travel costs	