



Welcome To Your City Commission Meeting - Please turn off or silence all cell phones during the meeting.
Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube

Study Session:

1. Quarterly Presentation by Leavenworth Unified School District No. 453 (pg. 2)

Presentation:

Presentation to outgoing Mayor Jermaine Wilson

Special Meeting:

- | | |
|--|-----------------------------------|
| Open a Special Meeting | Action: Motion |
| 2. Mayor's Appointment to City Planning Commission | Action: Motion (pg. 3) |
| 3. Second Consideration Ordinance 8119 to Vacate an Alley in Block 4 Neely's Forest Addition | Action: Motion (pg. 4) |
| 4. Consider Contract with Shockey Consulting for Comprehensive Plan | Action: Motion (pg. 8) |
| 5. Consider Bids for 2019 Stormwater Project 2 – South Improvements | Action: Motion (pg. 37) |
| 6. First Consideration Ordinance to Rezone 1001 N 7 th from R1-6 to GBD | Action: Consensus (pg. 41) |
| 7. First Consideration Ordinance-Special Use Permit 729 Pennsylvania St | Action: Consensus (pg. 50) |

Adjournment

Action: Motion

**STUDY SESSION POLICY REPORT
PRESENTATION BY
LEAVENWORTH UNIFIED SCHOOL DISTRICT NO. 453**

DECEMBER 17, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

Superintendent Mike Roth with Leavenworth Unified School District No. 453 will provide a quarterly update to the City Commission.

CITY OF LEAVENWORTH

TO: CITY COMMISSIONERS
FROM: MYRON, J. (MIKE) GRISWOLD, MAYOR
SUBJECT: CITY APPOINTMENT
DATE: DECEMBER 17, 2019

I move to appoint to the City Planning Commission:

- Christopher A Murphy to an unexpired term ending May 1, 2022

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8119
VACATING AN ALLEY IN BLOCK 4 NEELY'S FOREST ADDITION**

DECEMBER 17, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the December 10, 2019 City Commission meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE VACATING ALL OF THE 20 FOOT WIDE ALLEY WAY
RUNNING NORTH AND SOUTH IN BLOCK 4, NEELY'S FOREST ADDITION,
IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS,
AMENDING APPENDIX B, ARTICLE II, ALLEY VACATIONS OF THE CITY OF
LEAVENWORTH CODE OF ORDINANCES.**

The wording in the ordinance was updated to refer to the alley way as 20 foot wide rather than just 20 foot to clear any confusion. There are no other changes since first consideration.

Ordinance No. 8119 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8119

(Summary Published in the Leavenworth Times on December 20, 2019)

ORDINANCE NO. 8119

AN ORDINANCE VACATING ALL OF THE 20 FOOT WIDE ALLEY WAY RUNNING NORTH AND SOUTH IN BLOCK 4, NEELY'S FOREST ADDITION, IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AMENDING APPENDIX B, ARTICLE II, ALLEY VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

WHEREAS, a Petition for a vacation of all of the 20 foot wide alley, running North-South, being entirely within Block 4, NEELY'S FOREST ADDITION, City of Leavenworth, Leavenworth County, Kansas; and

WHEREAS, the City Clerk of the City of Leavenworth, Kansas gave public notice of the same by publication in the official City newspaper on November 13, 2019 stating that a petition has been filed in the office of the City Clerk praying for such vacation, describing the property fully and setting December 10, 2019 as the hearing date on which the petition shall be presented to the Governing Body of the City for hearing and that at such time and place all persons interested can appear and be heard under the petition; and

WHEREAS, the petition did proceed to hearing as published and no objections were filed with the City Clerk or received at the time of the hearing; and

WHEREAS, all utility companies were notified and agreed to such vacation; and

WHEREAS, the City of Leavenworth has a sewer line in the alley and a utility easement shall be retained where the alley currently exists; and

WHEREAS, all the requirements of K.S.A. 12-504 *et. seq.* have been complied with; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. Vacation of an alley, previously platted, and being more fully described as:

All of the 20 foot wide alley, running North-South, being entirely within Block 4, NEELY'S FOREST ADDITION, City of Leavenworth, Leavenworth County, Kansas. Said Alley is bound on the North by the South right of way of Thornton Street, on the South by the North right of way of Marion Street, on the West by the East line of Lots 1 thru 3, of said Block 4, and on the East by the West line of Lots 4 thru 6 of said Block 4.

(See attached Exhibit).

Section 2: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after the date of its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this 17th day of December 2019.

{Seal}

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

VACATION EXHIBIT

Block 4, NEELY'S FOREST ADDITION,
City of Leavenworth,
Leavenworth County, Kansas.

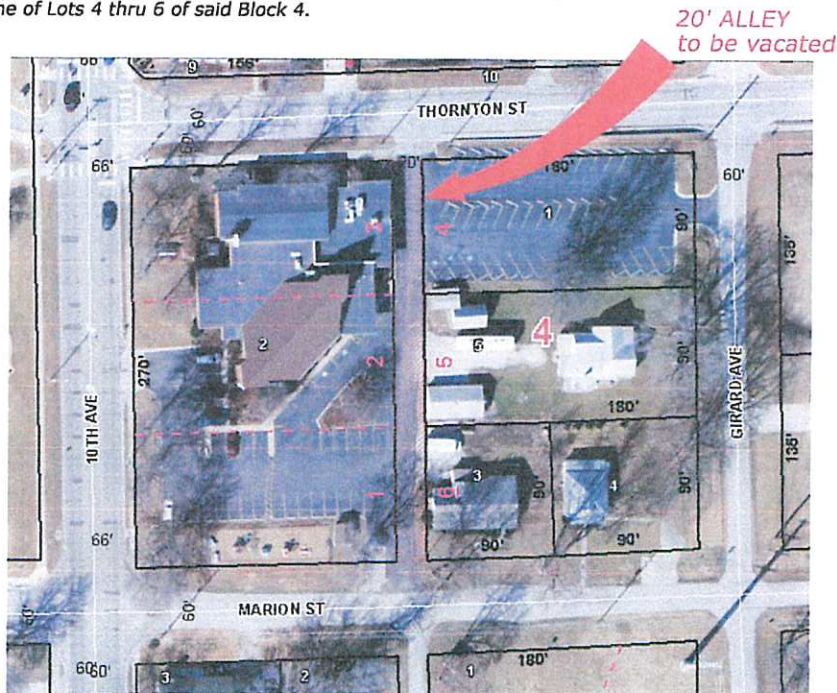
PREPARED FOR:

Trinity Evangelical Lutheran Church
2101 10th Avenue
Leavenworth, KS 66048

Vacation Description -

All of the 20 foot alley, running North-South, being entirely within Block 4,
NEELY'S FOREST ADDITION, City of Leavenworth, Leavenworth County,
Kansas.

Said Alley is bound on the North by the South right of way of Thornton Street,
on the South by the North right of way of Marion Street, on the
West by the East line of Lots 1 thru 3, of said Block 4, and on the East by
the West line of Lots 4 thru 6 of said Block 4.

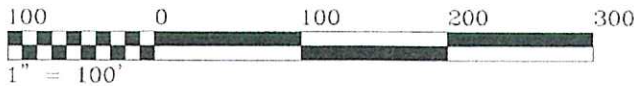


NOTE:

There are existing utilities within the 20 foot alley. Said 20 foot strip is to
be retained as a 20 foot Utility Easement for the City of Leavenworth.



Scale 1" = 100'



K-19-TrinityLutheran
November 1, 2019

HERRING
SURVEYING
& COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3856 Fax 913.674.3361
Email - survey@leameash.com



THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

POLICY REPORT
Comprehensive Plan Update
Authorize Staff to Enter into Agreement

DECEMBER 17, 2019



Prepared By:
Julie Hurley
Director of Planning and
Community Development



Reviewed By:
Paul Kramer
City Manager

DISCUSSION:

At the December 10th, 2019 City Commission meeting, the Commission voted unanimously to direct staff to enter into a contract with Shockey Consulting for the purpose of providing services to update the City's existing Comprehensive Plan. Staff is working with Shockey Consulting to finalize a contract and scope of services for the project, a final contract and scope of services will be provided to the Commission prior to the December 17th meeting.

BUDGET IMPACT

A total of \$100,000 was approved across the 2019 and 2020 budget years for this project. A final total for the project will be provided prior to the December 17th, 2019 meeting.

ACTION/OPTIONS:

Approve a contract with Shockey Consulting as presented.

City of Leavenworth, KS Comprehensive Plan Update
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made in _____ by and between City of Leavenworth, Kansas [hereinafter "Client"], and Shockey Consulting Services, LLC, [hereinafter "Consultant"]. Client intends to contract with consultant [hereinafter "Project"].

PROJECT

Leavenworth has had four comprehensive plans since its incorporation. The plans were approved in 1950, 1987, 1998 and 2011. The 2011 plan is the current land use plan. While the 2011 plan is relatively recent, market conditions have changed significantly, and the plan is in need of extensive update and revision. In addition to the current comprehensive plan, Leavenworth has adopted a number of other smaller area plans. The Project will create a comprehensive plan that will guide the development and redevelopment of Leavenworth for the next 10 years. Because of this, it is imperative that the update process engages and gives the community the opportunity to provide input and feedback. A key aspect to this will be establishing the community's vision for Leavenworth's future. The result of the update process will be a comprehensive plan that provides guidance to the community on how to reach that vision.

The project will involved a wide range of services related to the plan update. Those services include, but are not limited to, the following:

1. An evaluation of the city's existing comprehensive plan and area plans and any other city plans that guide and/or impact development.
2. Provide innovative ideas to address the future trends in land use and community development.
3. Evaluation of existing land use map and categories and recommendation on a revised/new map and categories.
4. Analysis of population, economic, and land use trends and integrate them into the comprehensive plan update.
5. Identify opportunities for development and redevelopment that will strengthen the city's housing, industry, and commercial land uses.
6. Create a robust public outreach program that is multifaceted, unique, and reaches out to residents and property and business owners.
7. Attend and coordinate public meetings as needed.
8. Final updated comprehensive plan preparation and document.

Involving and engaging the community's residents, leaders, workers, businesses, etc., is a critical component to the success of the Project. The consulting firm will work with the City staff and officials to design and implement a robust public outreach program that insures the public is given the opportunity to participate in the process and provide feedback and direction on the Project.

Work will commence upon signing the agreement and be completed by year end 2020. Project completion is defined as final updated comprehensive plan draft to be considered by the City Commission.

Deliverables

The purpose of this Project is the update of the comprehensive plan that provides goals, objectives and a vision to guide Leavenworth's next 10 years of development and redevelopment. In order to accomplish this, the following quantitative deliverables must be included in the proposal:

1. Public outreach program and implementation;
2. Planning Commission presentations;
3. City Commission presentations;
4. Updated comprehensive land use plan ready for adoption by the city;
5. Electronic copy of the plan in pdf and Word format;
6. Data and analysis used to create the plan update.

Client hereby contracts with Consultant for the furnishing of professional services in connection with said Project, for the furnishing of such consulting services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to Client that Consultant is professionally qualified to do this Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"Client" means City of Leavenworth, Kansas

"Consultant" means Shockey Consulting Services, LLC.

"Consulting Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, presentation materials, written materials.

"Consulting Services" means the professional services, labor, materials, supplies, and other acts or duties required of Consultant under this Agreement together with such other services as Client may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Representative" means the person designated to represent Client in coordinating

this Project with Consultant with authority to transmit instructions and define policies and decisions of Client.

SECTION II - PAYMENT

A. COMPENSATION.

1. **Maximum Total Fee and Expense:** Client agrees to pay Consultant a fee based on the actual hours expended on the project at the rates indicated in the attached Fee Schedule, Exhibit "A", not to exceed a maximum fee of \$_____. This fee is based on the scope of services outlined in this Agreement and is projected to be completed on or before _____.
2. **Hourly Fee:** Any additional services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit "A". No additional service fees shall be incurred without prior written consent of Client.
3. **Reimbursable Expenses:** **Reimbursable expenses shall be considered as excluded in the total maximum fee.** The Client agrees to pay reimbursable expenses including expense of transportation in connection with the Project; expenses in connection with authorized travel; long-distance communications; expenses of printing and reproductions, postage; expenses of maps, renderings and models requested by Client and other costs as authorized by Client. Reimbursable expenses do not include overhead costs or additional insurance premiums. Expenses will be billed at cost and not marked up.
4. **Billing:** Consultant shall bill Client monthly for all services and reimbursable expenses. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested. Client agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by Client.
5. **Client's Right to Withhold Payment:** In the event Client becomes credibly informed that any representations of Consultant provided in its monthly billing, are wholly or partially inaccurate, Client may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof, is corrected to Client's reasonable satisfaction. In the event Client questions some element of an invoice, that fact shall be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice if necessary. Amounts not questioned by Client shall be paid to Consultant in accordance with the contract payment procedures. Failure of Client to make non-disputed payments to Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
6. **Time is of the Essence:** Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of Consultant, protracted delays occur, the parties agree that they will renegotiate the schedule.
7. **Change in Scope:** For substantial modifications in authorized project scope, and/or

substantial modifications of drawings and/or specifications previously accepted by Client, when requested by Client and through no fault of Consultant, Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit "A". Provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consultant shall correct or revise any errors or deficiencies in the Project without additional compensation when due to Consultant's negligence.

8. Additional Services: Consultant shall provide with Client's concurrence services in addition to those listed in Section III when such services are requested or authorized in writing by Client. Prior to entering into any additional services, Consultant must submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit "A". Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be made available to Client if so requested in writing. Production of these records shall be made at Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.
9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by either written amendment or by change order. The Contract Price and Contract Time may only be changed by a written change order approved by Client, unless it is the result of an emergency situation in which case the Project Representative may give written approval to be followed by a written and approved change order. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by Consultant as a requirement of this Agreement, the giving of such notice shall be Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the completion of the Project which services shall include:

A. SERVICES

The services to be provided are set out in Exhibit "B" attached hereto and incorporated by reference.

B. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the Sheila Shockey will perform as the principal on this project. As principal on this project, this person shall have authority to bind Consultant. The project manager for the project is: Tyler Waldorf. They will have primary communication with client project representative. All billing and contracting issues should be discussed with the consultant principal.
2. Independent Contractor: Consultant is an independent contractor and as such is not an agent or employee of Client.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consultant shall not be paid extra by Client if its appearance is to defend its professional services. If Consultant is requested in writing by Client to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit "A".
4. Subcontracting of Service: Consultant shall not subcontract or assign any of the consulting services to be performed under this Agreement without first obtaining the written approval of Client regarding the work to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the project. Such approval shall not unreasonably be withheld by Client. Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
5. Professional Responsibility: Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from Client the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.

SECTION IV. CLIENT RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: Client shall provide to Consultant information and criteria regarding Client's requirements for the project; examine and timely respond to questions and submissions; and give written notice to Consultant if the Client observes or otherwise becomes aware of any defect in the work.
2. Program and Budget: Client shall provide full information, including a program

which shall set forth Client's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary information.

3. Access: If necessary, Client will provide access for Consultant to enter public and private property provided adequate notice of such need is provided to Client.
4. Duties: Client shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit "B" as Client's responsibility.
5. Project Representative: Client shall designate Julie Hurley as the project representative to represent Client in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of Client. Written consent shall be required to approve any increase in Project cost.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: Client reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of Consultant, by providing ten (10) days written notice of such termination to Consultant. Upon receipt of such notice from Client, Consultant shall, at Client's option as contained in the notice: (1) immediately cease all work; or (2) meet with Client and, subject to Client's approval, determine what work shall be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of Client. Consultant shall also provide to Client copies of all documents completed or partially completed at the date of termination.

If Client defaults on its obligation under this Agreement, Consultant is entitled to terminate this contract by providing ten (10) days written notice.

2. Compensation for Convenience Termination: If Client shall terminate for its convenience as herein provided, Client shall compensate Consultant for all work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Default Termination: If Client shall terminate for cause or default on the part of Consultant, Client shall compensate Consultant for the reasonable cost of work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Client also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither the Consultant nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of

an early termination under this Section, Consultant having been deprived of the opportunity to complete such documents and certify them.

B. DISPUTE RESOLUTION

Client and Consultant agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Consultant, the Project or this Agreement (hereinafter collectively referred to as "Disputes"). Therefore, Client and Consultant agree that all Disputes arising out of this Agreement or related to the services provided under this Agreement shall be resolved by mediation.

1. Any mediation shall take place in Leavenworth County, Kansas.
2. The prevailing party in any mediation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

C. OWNERSHIP OF DOCUMENTS

All documents prepared in connection with this Project shall be the property of Consultant, whether the project for which they are made is executed or not, however, Consultant will provide Client a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, written materials and related documents are Consultant's instruments. Provided that Consultant is paid in full for its services, then Client may subsequently reuse these final documents without any additional compensation or agreement of Consultant. The consultant may use the materials delivered for the purposes of marketing their services to other clients.

D. INSURANCE

The CONSULTANT shall maintain the following minimum insurance at CONSULTANTS sole cost to protect against claims arising out of the services performed under this AGREEMENT.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$1,000,000 per Accident
Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit \$2,000,000 annual aggregate

This policy shall be endorsed to include contractual liability coverage.

Commercial Automobile Liability Bodily Injury (including death)	\$1,000,000 Combined Single Limit
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For purposes of this Agreement, the consultant agrees to protect, defend, indemnify and hold the City Commission, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, and all such claims, etc., relating to the personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, will be included in the indemnity hereunder. The consultant further agrees to investigate, handle, respond to provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of Client or any third party for whom Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

H. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of his obligations under this Agreement.

I. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

J. SEVERABILITY CLAUSE

Should any provision of this Contract be determined to be void, invalid, unenforceable or

illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

K. LAW GOVERNING

All contractual agreements will be subject to, governed by, and construed according to the laws of the State of Kansas.

L. ANTI-DISCRIMINATION CLAUSE

The consultant agrees not to discriminate, in any way, directly or indirectly, against any person because of age, race, color, handicap, sex, sexual orientation, national origin, or religious creed.

M. AFFIRMATIVE ACTION LETTER

The consultant submitted an Affirmative Action certification letter signed by the City Manager as a part of the bid process.

N. NON COLLUSION AFFIDAVIT

A Non-Collusion Affidavit was submitted by the consultant with the bid packet.

O. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed on this ___ day of _____, 20__.

CLIENT NAME

By: _____

APPROVED AS TO FORM

By: _____

CONSULTANT

Shockey Consulting Services, LLC

By: _____
Sheila Shockey, President

**EXHIBIT A
Fees for Service**

Shockey Consulting Services, LLC

Hourly Rate Schedule

MAXIMUM FEE

Task	Fee
------	-----

Project Management

***TOTAL FEE* \$**

REIMBURSABLE EXPENSES

Reimbursable expenses shall be considered as excluded in the total maximum fee.

Reimbursable will be reimbursed per Section II, Sub-section A, Part 3 of this agreement.

EXHIBIT B
Scope of Services

Shockey Consulting shall provide the following services:

LEAVENWORTH, KS COMPREHENSIVE PLAN UPDATE SCOPE OF WORK

12/12/2019

Billable Rate

Task/Sub-Task

PHASE 1: PROJECT LAUNCH

Strengthening relationships & building a common sense of direction.

Develop a project phasing plan. The organization of the phasing plan shall be decomposable to work packages and activities to accomplish tasks. These work packages shall be adaptable for structuring into timeframes and scheduling. Establish project management system. We will work closely with City staff to establish roles, assign responsibilities, and develop a project phasing plan. Deliverables: Integrated Project Management & Communications Plan & Tool | Work Plan with Phasing, Timeframes, and Schedule.

1.A Phasing Meeting

Prepare meeting agenda

Meet with client/project team (PM Meeting #1)

Prepare meeting summary

Quality Assurance/Review

Total hours

Total Fees

1.B Project Management Plan - internal/external project team

Complete Project Initiation Form.

Prepare draft and final plan - provide to client electronically.

Total hours

Total Fees

1.C. Work Plan - phasing, timeframes, schedules

Prepare draft and final plan - provide to client electronically.

Prepare meeting agenda

Meet with client/project team

Prepare meeting summary

Quality Assurance/Review

Total hours

Total Fees

1.D. Establish Project Management Tool, file sharing & communication protocol

Prepare meeting agenda

Meet with client/project team (Project Management Meeting)

Prepare meeting summary

Quality Assurance/Review	
Establish use electronically	
	Total hours
	Total Fees
1.E. Client Meetings & Project Management	
Ongoing project correspondence (phone & email)	
Project team meetings	
	Internal project team meetings (prep for PM meetings with Client)
	Project Management Team In-Person Meetings (not included below)
	Bi-weekly Calls
Prepare and distribute meeting summaries	
Prepare invoices	
Review invoices	
Approve invoices	
	Total hours
	Total Fees
	PHASE 1 TOTAL HOURS
	PHASE 1 TOTAL FEES
	Task/Sub-Task
PHASE 2: DISCOVERY - Developing Community Story	
<p>Create a shared understanding of where we've been, where we are, and where we are going.</p>	
<p>We will work closely with City staff to establish a baseline of information and materials. We believe in the value of providing the decision-makers and the public with the information they need early in the process so they can participate in a meaningful way, which leads to more comprehensive feedback. During this phase, we will review existing data and plans to provide a baseline of information and shared understanding.</p>	
2.A. Review Existing Plans & Conduct Analysis	
<i>Review Existing Plans/Maps & Conduct Analysis</i>	
<i>We will prepare a short 6-page document that provides highlights and recommendations, along with hyperlinks to the various plans and sections within the plans for use by the project team, steering committee, Planning Commission, City Commission and public. Gather and review the city's existing plans/maps, Greenway/Trails Regional Plans, Regional transit, County Land Use Plans, and other regional and State plans.</i>	
Contact client to identify needs and objectives	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create graphics to communicate concepts in existing plans.	
Quality Assurance/Review	
	Total hours
	Total Fees

2.B. Develop Mapping Protocol	
<i>Our team will develop a consistent mapping protocol for all maps to be used in community engagement and the Comprehensive Plan Update.</i>	
Meet with client/GIS Manager to identify needs and objectives (Project Management Team #2 - already included above)	
Obtain required data/format data and layers	
Summarize protocol in a memorandum	
Share with Project Team - Internal and External	
Quality Assurance/Review	
	Total hours
	Total Fees
2.C. Create Current Snapshot	
<i>Collect and analyze basic population, household and housing statistics in coordination with City staff. Develop a community profile, or Current Snapshot, in the form of simple, graphically-appealing infographics that describe demographics, housing, infrastructure, amenities, economy, and other vital features. The infographics will also explain the context for recommendations in the Comprehensive Plan document. The Current Snapshot will inform later stages of research and serve as a visual aide in engaging the community in essential conversations about data.</i>	
Discuss format and use with Planning & Community Development Department and Communications Department	
Obtain data and basic information about community	
Analyze Data	
Review data for accuracy	
Confirm data accuracy with client	
Create infographics and snapshot	
Print snapshot for use at meetings and distribution	
Quality Assurance/Review	
	Total hours
	Total Fees
2.D. Trends Cards & Strategic Foresight	
<i>The infographics from the Current Snapshot will be combined with the trend research on global, national, and regional trends to help understand context and relevance of these trends to Leavenworth.</i>	
Meet with client to present information (City Project Management Team)	
Obtain required data/format data for analysis	
Analyze Data	
Prepare findings/develop trend cards and forecasts	
Design trend cards	
Quality Assurance/Review	
	Total hours
	Total Fees
2.E. Market Analysis - Identify Opportunities to match Future Demand and Supply to Community Locations.	
<i>Create a market-based economic growth and change strategy. Identify opportunities to match future demand and supply to community locations.</i>	
2.E.1. Develop Understanding of the Market	
Develop a broad and basic overview of the competitive environment. Conduct the analysis to identify local market opportunities and regional market opportunities. Provide the necessary foundation to provide more in-depth analysis of different business and real estate sectors. Survey development professionals to assess their market analysis practices and outcomes. Extend understanding of market challenges and opportunities using both readily available public and private data (secondary data) and information collected locally through survey and other research (primary data) combined to fuel the market analysis with only the most relevant information.	

Meet with City Project Management Team
Conduct Trade Area Analysis for all sectors (focus on retail and dining; direct concern is "overbuilt" retail)
Develop Demographics & Lifestyle Analysis: Citywide, regional.
Conduct Local & Regional Economic Development Analysis: Coordinate with regional economic development industry targets (KCADC, for instance), identify commuting patterns and wages of commuters (into and out of Leavenworth).
Prepare and analyze scenario-based projections analysis (population, housing, economic sectors, labor force/labor market shed, and occupations). Match industry targets and projections to space and land needs. Answer the question: What could Leavenworth capture?
Conduct Business Leaders and Property Owners Stakeholders meeting(s) : major real estate owners (particularly commercial properties) Owners of "older strip centers". (hours for Shockey included in those tasks in Phase 3. Bob Lewis hours include here)
Conduct Attitudinal Surveys (questionnaires): Business Owners Survey; Consumer Survey; Focus Groups (hours for Shockey included in those tasks in Phase 3. Bob Lewis hours included here)
Develop Peer City Comparisons
Prepare Land Capacity Analysis: Possible redevelopment and reinvestment sites, new development and city expansion sites; density analysis and primary highest and best use analyses.
2.E.3. Prepare Results and Recommendations
Develop conclusions and recommendations that are realistic in the anticipate marketplace conditions of the next decade or so. The intent is to look "outside of the box" to identify realistic solutions that could revitalize certain areas of town such as Downtown and development types such as strip centers.
Apply market analysis data to describe dynamics of the trade area including its customers and competition
Apply market analysis data to address specific issues such as Business mix, vacancies, intense competition, etc.; Housing mix and related demographic forces and characteristics; Economic and financial analysis to estimate market feasibility and/or need for incentives.
Apply market analysis data to recommend development and reinvestment areas; Suggest metrics for prioritization.
Apply market analysis data to Identify initiatives to maximize development potential; Support business expansion and recruitment efforts; Encourage entrepreneurship.
Apply market analysis data to Identify niche markets and the opportunities they represent and match to favorable locations in Leavenworth
Apply market analysis data to: Identify infill development and redevelopment opportunities in and around the Downtown: Short-term, mid-term, and long-term enrichment of the community; Infill housing strategies.
Apply market analysis data to provide implementation strategies for redevelopment areas

Apply market analysis data to Identify potential design improvements to enhance economic and housing development - Horizontal (sites and scale for redevelopment opportunities) and Vertical Building heights demanded by the market and Increased densities for economies of scale
Prepare maps, infographics and communications materials
Quality Assurance/Review
Total hours
Total Fees
2.F. Land Use & Community Design Analysis (Current & Future Land Use)
<i>We will develop a current land use map, table, and summary pie chart. We will describe the design and appearance of the community. We will also evaluate current land use and identify conflicts, opportunities, and challenges.</i>
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Consider land use conflicts and market analysis land capacity and use data.
Summarize findings/develop two booklets (1. Current Land Use; 2. Future Land Use Considerations)
Create graphics to communicate land use concepts
Quality Assurance/Review
Total hours
Total Fees
2.F. Mapping
<i>We will develop visually appealing maps from existing GIS layers following the protocol that illustrate the history of Leavenworth development, existing conditions, and potential future scenarios.</i>
Meet with City Project Manager, Communications Department & GIS Manager to discuss desired outcomes.
Obtain required data/format data for mapping
Design maps to illustrate opportunities and challenges.
Create graphics to communicate concepts displayed in maps.
Quality Assurance/Review
Total hours
Total Fees
2.G. Conduct Background Research on Critical Issues
<i>Gather other relevant information as it relates to the economics, redevelopment strategies, preservation and retention of residential areas, redevelopment of certain properties, development of infill sites in and around downtown, and protection of natural features and environment.</i>
Develop a list of critical issues with client review (this may evolve over the planning process)
Conduct critical issues research
Develop a Insight-Foresight Resource Hub with linke to City's website to share with stakeholders.
Create graphics to communicate concepts to illustrate issues.
Quality Assurance/Review
Total hours

	Total Fees
2.I. Multimodal Transportation Analysis	
<i>Provide information to stakeholders about existing conditions, planned improvements, future technologies and recommendations for the Comprehensive Plan.</i>	
Obtain required data/format data for analysis	
Read Plans and Conduct Existing Conditions/Plans Analysis: Describe the existing multi-modal transportation system and current plans to modify it both locally and regionally. Analyze the City's existing land use patterns, existing system and current plans and recommend improvements that will enhance mobility both internally and regionally to support the community's vision.	
Summarize findings/develop multimodal transportation booklet	
Create graphics to communicate opportunities and challenges	
Explore future technologies such as smart cities, ride sharing, micro-transit, autonomous vehicles that could be employed in Leavenworth over the next 10 years.	
Create graphics to communicate opportunities and challenges	
Based upon the vision, goals, future land use recommendations, and potential future transportation technologies, develop policy recommendations for a robust multi-modal transportation system. Use text, graphics, and mapping to illustrate the recommendations as part of the final deliverable.	
Quality Assurance/Review	
	Total hours
	Total Fees
2.J. Public Facilities, Utilities & Communications Infrastructure Analysis	
<i>Provide information to stakeholders about existing conditions, planned improvements, future technologies and recommendations for the Comprehensive Plan for public facilities, utilities infrastructure and communications networks.</i>	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create graphics to communicate opportunities and challenges	
Based upon the vision, goals, future land use recommendations, and potential future changes in technologies, develop policy recommendations for sustainable infrastructure system to serve the future land use plan. Use text, graphics, and mapping to illustrate the recommendations as part of the final deliverable.	
Quality Assurance/Review	
	Total hours
	Total Fees
2.K. Cultural, Parks & Recreational Amenities Analysis	
<i>Document existing cultural, parks and recreational amenities; explain future trends that may impact existing plans; and make policy recommendations for this element of the Comprehensive Plan.</i>	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create text, graphics to communicate cultural, parks, open space and recreational opportunities and challenges with recommended policies and strategies for Comprehensive Plan document.	
Quality Assurance/Review	
	Total hours
	Total Fees
2.M. Resiliency, Sustainability & Environmental Conditions Analysis	

<i>Conduct a high-level review of existing efforts by Leavenworth to effectively balance economic, social, cultural and environmental interests in order to meet the needs of the present generation without compromising the ability of future generations to meet their needs. Develop a set of policies to enhance sustainability and resiliency.</i>	
Meet with client to identify needs and objectives (Project Management Meeting)	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Describe & Map existing data regarding environmental resources, hazards, soils, slopes,	
Summarize findings/develop booklet	
Create graphics to communicate opportunities and challenges	
Quality Assurance/Review	
	Total hours
	Total Fees
2.N. Public Health & Safety Analysis	
<i>Document existing public health and safety conditions; plans, opportunities and challenges. Develop recommendations to be included in the Comprehensive Plan to enhance public health and safety including facility needs, policies and impacts on future land use.</i>	
Meet with client to identify needs and objectives (Project Management Meeting)	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create graphics to communicate opportunities and challenges	
Quality Assurance/Review	
	Total hours
	Total Fees
2.O. Housing Analysis	
<i>Document existing housing trends, issues, projected needs, opportunities and challenges. Prepare recommendations for Comprehensive Plan.</i>	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create graphics to communicate opportunities and challenges	
Quality Assurance/Review	
	Total hours
	Total Fees
2.P. Economic Development Analysis	
<i>Document existing economic development strategies; past successes/failures; summarize future opportunities & challenges based upon Market Analysis.</i>	
Obtain required data/format data for analysis	
Read Plans and Conduct Analysis	
Summarize findings/develop booklet	
Create graphics to communicate opportunities and challenges	
Quality Assurance/Review	
	Total hours
	Total Fees
PHASE 2 TOTAL HOURS	
PHASE 2 TOTAL FEES	
Task/Sub-Task	

PHASE 3: CREATING CONSENSUS	
Strengthening relationships & building a common sense of direction.	
Develop a public engagement strategy and plan describing the outline of the tasks, schedule, protocols. Work with the City to deliver a robust engagement process that results in consensus regarding the recommendations of the Comprehensive Plan.	
3.A. Engagement Plan	
<i>Develop a Public Engagement Strategy and Plan. develop a Public Engagement Plan, with a stakeholder engagement protocol, planning framework, anticipated engagement activities, key messages, schedule, and engagement materials. The consultant will be responsible for facilitating meetings. The City will be responsible for providing meeting space and staff support.</i>	
Meet with client/project team to identify key components.	
Conduct research/gather data	
Prepare draft engagement document & distribute for review	
Revise and maintain engagement document	
Document engagement activities & report progress	
Quality Assurance/Review	
	Total hours
	Total Fees
3.B. Branding & Template Creation (CITY WILL LEAD)	
<i>Create a brand with style guide and templates for Comprehensive Plan engagement and final website/document.</i>	
Research brand perceptions	
Meet with client to get consensus on brand elements	
Create graphic and tagline options (3 options)	
Review and approve branding & style	
Prepare style guide & modify templates	
Revise style guide & templates and distribute for use (1 round of revisions)	
Quality Assurance/Review	
	Total hours
	Total Fees
3.C. Contacts Database	
<i>Gather key contacts throughout process and share with city for information distribution.</i>	
Meet with clients to identify specific stakeholders	
Obtain existing contact lists	
Contacts solicitation	
Contacts research	
Data entry/list compilation	
Create distribution list(s)	
Quality Assurance/Review	
	Total hours
	Total Fees
3.D.1. Website (develop content only)	
<i>Develop content for city website.</i>	
Meet with Communications Department to discuss process and schedule	
Develop basic graphics to post to client site.	

X

Develop website content for splash page and Planning & Community Development Department	
Post web content	
Update website content (8 times)	
Quality Assurance/Review	
	Total hours
	Total Fees
3.E. Online Surveys (7 Surveys)	
<i>To develop a better understanding of policies, land use, and design guidelines options, we will use visuals to scan preferences throughout the process. This approach allows community members a convenient way to participate in the planning process online and in person. Stakeholders will be encouraged to complete the survey online, and the link will be shared on the project webpage.</i>	
Develop survey content and review it with client	
Create electronic survey	
Distribute survey electronically with some paper copies	
Prepare summary of results	
Present results	
Quality Assurance/Review	
	Total hours
	Total Fees
3.F. E-Newsletters/E-Blast	
<i>Develop look, content and graphics for distribution via constant content by City staff.</i>	
Prepare plan and calendar of topics	
Create template	
Prepare content (8 e-blasts with links to Send)	
Create and manage distribution lists	
Distribute items	
Provide final version to client in electronic format. Send to yourself too and save on Sharepoint	
Quality Assurance/Review	
	Total hours
	Total Fees
3.G. Social Media	
<i>Develop social media content for city to post to existing social media outlets.</i>	
Meet with City Project Manager + Communications Department to identify needs and objectives	
Develop social media strategy	
Create content/graphics for social media (16 different content posts)	
Tabulate interaction from posts	
Quality Assurance/Review	
	Total hours
	Total Fees
3.H. City Newsletter	
<i>Develop city newsletter articles about Comprehensive Plan.</i>	
Prepare plan and calendar of topics	
Prepare content	
Provide final version to client in electronic format.	
Quality Assurance/Review	
	Total hours

	Total Fees
3.I. Printed Piece	
<i>Print materials for use in engagement process and for presentation handouts.</i>	
Create template style	
Prepare content	
Manage proofs and printing	
Create and manage distribution lists (updates in contacts database task - city to keep main distribution list)	
Distribute items	
Update content (Indicated how many different prepared)	
Provide final version to client in electronic format, save on Sharepoint, keep a paper copy	
Quality Assurance/Review	
	Total hours
	Total Fees
3.J. Media Relations	
<i>Assist the City with press releases speaking points for media relations.</i>	
Meet with client to identify desired outcomes	
Develop key speaking points	
Write press releases	
Quality Assurance/Review	
	Total hours
	Total Fees
3.L. City Staff Steering Committee (4 meetings - 2 hours each)	
<i>The City Staff Steering Committee will be made up of City Management Team, Department Managers and Community Development Staff. They will be responsible for working with the Consultant team to develop the information and recommendations to include in the Comprehensive Plan.</i>	
Prepare City staff steering committee agenda; distribute for review. Keep agenda current on the Sharepoint	
Draft materials/packets	
Other printed material that may need to be drafted/created	
Facilitate meetings	
Prepare and distribute meeting summary	
Quality Assurance/Review	
	Total hours
	Total Fees
3.M. Conversation Kits	
<i>Develop kits with engagement materials for use by City staff with community stakeholder groups. Tally responses.</i>	
Meet with client to identify needs and objectives	
Prepare tube & materials to guide conversation	
Recruit conversation kit groups	
Distribute and collect kits	
Tally input and provide summary report	
Quality Assurance/Review	
	Total hours
	Total Fees

3.O. Elected Officials & Planning Commission Briefings	
<i>Brief the elected officials on the planning project process.</i>	
Prepare presentation materials for city staff to brief Elected Officials on process and engagement results	
	Total hours
	Total Fees
3.Q. Elected Officials/Planning Commission/Staff Workshops (2 WORKSHOPS -- 3 hours each)	
<i>Conduct a workshop with elected officials, planning commission and staff (one for each phase)</i>	
Meet with client to identify needs and objectives (included in Project management tasks 1 phase 1)	
Set Meeting Date. Send calendar item to people staffing the meeting with time they need be there. Indicate actual starting time and ending time in the text.	
Prepare a detailed Meeting Room Layout diagram. Send a copy to the facility staff and the Team Project Manager. Keep a copy on the sharepoint.	
Prepare meeting agenda and keep updated on the server	
Draft meeting invitation	
Draft meeting materials/packets	
Other printed material that may need to be drafted/created	
Prepare Nametags	
Facilitate and staff workshop	
Prepare and distribute meeting summaries	
	Total hours
	Total Fees
3.T. Displays and Kiosks (4 KIOSKS)	
<i>Create stand alone kiosks/displays that can be placed at community gathering places to solicit input. (4 kiosks).</i>	
Meet with client to identify desired outcome (included in Task 1 Phase 1 budget)	
Install display	
Research appropriate display materials	
Develop content	
Prepare artwork	
Have materials produced/create display	
Staff display (unstaffed)	
Quality Assurance/Review	
	Total hours
	Total Fees
3.V. Community Group Presentations (CITY MAKES PRESENTATIONS)	
<i>Create a presentation and materials for use by City staff at community group meetings.</i>	
Meet with client to identify needs and objectives	
Prepare standard PowerPoint	
Prepare handouts/fact sheets	
Train staff on presentation	
Manage logistics	
Make presentations	
Solicit presentations (city recruits through email)	

Manage database of presentations given
Compile comments and questions
Follow up on comments and questions
Quality Assurance/Review
Total hours
Total Fees
3.W. Topical Focus Groups (2 Different Focus Group Meetings)
<i>Focus Group meetings will be interactive and hands-on to help people better understand the issues and provide more comprehensive feedback. Activities and tools include best practices case studies, walking tours, clicker polling, visualizations, graphic facilitation, and mapping exercises. Topical Focus Groups: Design Standards, Strip Mall Redevelopment, Market Analysis, Development Challenges/Opportunities.</i>
Meet with client to identify needs and objectives (included in Task 1, Phase 1 Budget)
Identify focus group participants
Prepare focus group agenda; distribute for review. Keep agenda current on the Sharepoint
Draft invitation
Draft interview materials/packets
Other printed material that may need to be drafted/created
Send meeting invitation to participants
Recruit focus group participants - make you have enough for event - calls to follow up
Prepare Nametags
Facilitate and staff focus groups
Prepare and distribute meeting summary
Attend debriefing (included in Task 1, Phase I Budget)
Quality Assurance/Review
Total hours
Total Fees
3.Y. Pop Up Engagement (CITY WILL LEAD)
<i>Consultant will prepare materials for use by City Staff at Community Events. Consultant will tabulate results of efforts.</i>
Develop displays and other materials
Train staff assisting with event - one session
Write up instructions
Promote and publicize event (describe type & quantity)
Staff event (indicate day or half day)
Compile documents (sign in sheets, comment cards, etc.)
Prepare and distribute input summary
Attend debriefing meeting (included in Task 1, Phase 1 Budget)
Arrange for someone to take Photos/Video of event
Quality Assurance/Review
Total hours
Total Fees
3.Z. Community Workshop
<i>Hold an interactive community workshop (2 hours)</i>
Meet with client to identify needs and objectives. (Included in Task 1, Phase 1 Budget)
Complete Meeting Planning Form and distribute to all who will assist. Clearly define who will do what.

Set Meeting Date. Send calendar item to people staffing the meeting with time they need be there. Indicate actual starting time and ending time in the text.
Upon receiving Meeting Planning Form, verbally review form and details with Project Manager - before proceeding with work.
Identify/develop membership participant list(s)
Provide mailing list to meeting planner if using US mail. Make sure Planner knows deadlines to have them in homes. Typically we like 2-3 weeks notice to residents for meetings and 3-4 weeks for government officials.
Develop or refine distribution list under Shockey Contacts or in ConstantContact, making certain any additions are added properly if sent via e-mail. If not using ConstantContact Make sure to check the "add to contacts" box or add to contacts before selecting in distribution list. Post copy of e-mailed invitation on server with all contacts for reference of invitees.
Visit each meeting site before sending out invitations - for all meetings
Prepare a detailed Meeting Room Layout diagram. Send a copy to the facility staff and the Team Project Manager. Keep a copy on the sharepoint
Prepare meeting agenda and keep updated on sharepoint
Draft meeting invitation
Create meeting invitation.City to Distribute
Draft meeting materials/packets
Other printed material that may need to be drafted/created
Send meeting invitation to participants
Speakers
Recruit participants
Identify a list of people that need pre-pinted nametags.
Prepare Nametags
Train staff/project team members on their roles and the meeting purpose
Final check of arrangements. 3 days prior to meeting date.
Attend pre-meeting work session with client and project team (included in Task 1, Phase 1 budget)
Facilitate and staff public meetings (indicate length of meeting also)
Prepare and distribute meeting summaries
Attend debriefing meeting (included in Task 1, Phase 1 Budget)
Address any follow-up items from meeting
Follow-up after the meeting
Quality Assurance/Review
Total hours
Total Fees
PHASE 3 TOTAL HOURS
PHASE 3 TOTAL FEES
Task/Sub-Task
PHASE 4: CRAFTING THE PLAN
Building partnerships, draft recommendations and identify implementation strategies.

Based upon the input received, data mined, analysis and discussions of the Steering Committee and Elected Official/PC workshops, the consultant team will develop a Comprehensive Plan. The length of the Comprehensive Plan will be approximately 50 pages not including the maps and Appendix. Graphics, texts, photographs and maps will be used to communicate the concepts. The Comprehensive Plan document created will be used by the City to post to the website.

Draft Comprehensive Plan Process

Drafting Comprehensive Plan and presenting to joint meetings of the Planning Commission and City Commission.

Draft Comprehensive Plan sections and provide to city project team for review and comment.

Make two (2) rounds of revisions to draft and prepare final draft for staff.

Total hours

Total Fees

PHASE 4 TOTAL HOURS

PHASE 4 TOTAL FEES

Task/Sub-Task

PHASE 5: ADOPTING THE PLAN

Present plan to community & leadership. Modify and shepherd through adoption process. Establish implement tool.

Gather final input into plan and present to City for adoption and monitoring with performance dashboard.

5. A. Plan Presentation to staff, City Commission, Planning Commission, and community stakeholders

Prepare presentation materials and present draft to various stakeholder groups.

Prepare presentation materials for stakeholder groups (City staff presents to them.)

Present draft plan to City Steering Committee & make one set of revisions. (consultant presents)

Present draft plan to City Commission/Planning Commission & make one set of revisions. (consultant presents)

Present draft plan Public Hearing & make one set of revisions. (consultant presents)

Total hours

Total Fees

Plan Reveal

Roll the plan out to the public for comment in an open house style format with fun theme and location.

Complete Meeting Planning Form and distribute to all who will assist. Clearly define who will do what.

Set Meeting Date. Send calendar item to people staffing the meeting with time they need be there. Indicate actual starting time and ending time in the text.

Upon receiving Meeting Planning Form, verbally review form and details with Project Manager - before proceeding with work.

Identify/develop membership participant list(s)

Provide mailing list to meeting planner if using US mail. Make sure Planner knows deadlines to have them in homes. Typically we like 2-3 weeks notice to residents for meetings and 3-4 weeks for government officials.

Develop or refine distribution list under Shockey Contacts or in ConstantContact, making certain any additions are added properly if sent via e-mail. If not using ConstantContact Make sure to check the "add to contacts" box or add to contacts before selecting in distribution list. Post copy of e-mailed invitation on server with all contacts for reference of invitees.
Visit each meeting site before sending out invitations - for all meetings
Prepare a detailed Meeting Room Layout diagram. Send a copy to the facility staff and the Team Project Manager. Keep a copy on the sharepoint
Prepare meeting agenda and keep updated on sharepoint
Draft meeting invitation
Create meeting invitation.City to Distribute
Draft meeting materials/packets
Other printed material that may need to be drafted/created
Send meeting invitation to participants
Speakers
Recruit participants
Identify a list of people that need pre-pinted nametags.
Prepare Nametags
Train staff/project team members on their roles and the meeting purpose
Final check of arrangements. 3 days prior to meeting date.
Attend pre-meeting work session with client and project team (included in Task 1, Phase 1 budget)
Facilitate and staff public meetings (indicate length of meeting also)
Prepare and distribute meeting summaries
Attend debriefing meeting (included in Task 1, Phase 1 Budget)
Address any follow-up items from meeting
Follow-up after the meeting
Quality Assurance/Review
Total hours
Total Fees
Deliver final plan
<i>Provide final plan deliverables: The Comprehensive Plan shall be presented in a format and language that is user-friendly and easily comprehended and accessible to the general public. The consultant should make an effort to minimize the use of technical planning language. The extensive use of maps, graphics and other devices that will enhance the readability and ease-of-use of the Masterplan is required. At the completion of the process, the consultant shall provide a complete Masterplan with all maps, graphs and tables.</i>
Deliver plan for City to create Web based version - assist with review and testing
Deliver one digital file of the Masterplan draft with all the inserts for review;
Deliver one (1) digital file of the final Comprehensive Plan;
Deliver one (1) set of Comprehensive Plan maps in digital format that is compatible with the City's GIS and map layers shall be ortho-corrected and geo-referenced to the state plane coordinate system.
Total hours
Total Fees
PHASE 5 TOTAL HOURS
PHASE 5 TOTAL FEES
TOTAL HOURS for PROJECT

POLICY REPORT PWD NO. 19-59

CONSIDER BIDS FOR THE
2019 STORMWATER PROJECT NO. 2 – SOUTH IMPROVEMENTS

Project 2019 - 900

December 17, 2019

Prepared by:



Michael G. McDonald
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider bids received for the 2019 Stormwater Project No. 2 – South Improvements.

BACKGROUND:

At the July 18, 2017 City Commission meeting, staff supplied an outline for the proposed Stormwater Management Program. Priority ONE of the program was to address the growing list of resident calls where stormwater infrastructure issues have been identified and/or have orange fences are on their properties.

The first 2019 Stormwater Project made repairs to the system in six (6) locations at a cost of \$153,335, the second 2019 project is the subject of this policy report and a third project is anticipated for 2020. Staff continues to evaluate and prioritize the list of issues and locations.

This project is the second project for 2019. It addresses orange fence locations on private property and where the deteriorated stormwater system affects a roadway. Locations for this project are listed below:

1. 1316 Kansas – deteriorated CMP creating sinkholes in backyard
2. 1200 Block of Washington Street – deteriorated CMP crossroad pipe
3. 637 McDonald Road – deteriorated CMP crossroad pipe
4. 908 Park Avenue – deteriorated CMP creating sinkholes in the backyard of two properties

Staff produced the plans and specifications and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies in November 2019. A pre-bid meeting was held on November 20th and bids were opened on December 11, 2019.

Bids received for the project are listed below. The lowest qualified base bid was from Rodriguez Mechanical Contractors in the amount of \$268,584.00.

Company	City	Total Bid
Rodriguez Mechanical Contractors	Kansas City, KS	\$268,584.00
Blue Nile Contractors	Birmingham, MO	\$298,523.27
Westland Construction	Basehor, KS	\$307,740.00
Trinity Excavating	Olathe, KS	\$349,500.00
J.M. Fahey Construction	Grandview, MO	\$416,540.00
Orr Wyatt Streetscapes	Raytown, MO	\$474,388.00
Engineer's Base Bid Estimate:		\$356,650.00

Rodriguez Mechanical is an established contractor who has not done work for the City in the past. Staff contacted references from some of their projects and all responses were positive.

The project will be funded with the City-wide Stormwater Fee. Staff had identified \$400,000.00 for the second 2019 project. The project is anticipated to start in January and will take 90 days to complete. Inspection work will be performed with City forces.

POLICY:

The City Commission can reject all bids or award the contract to the lowest qualified bidder if desired.

RECOMMENDATION:

Staff recommends that the City Commission accept the low bid received from Rodriguez Mechanical Contractors in the amount of \$268,584.00 for the 2019 Stormwater Project No. 2 – South Improvements.

ATTACHMENTS:

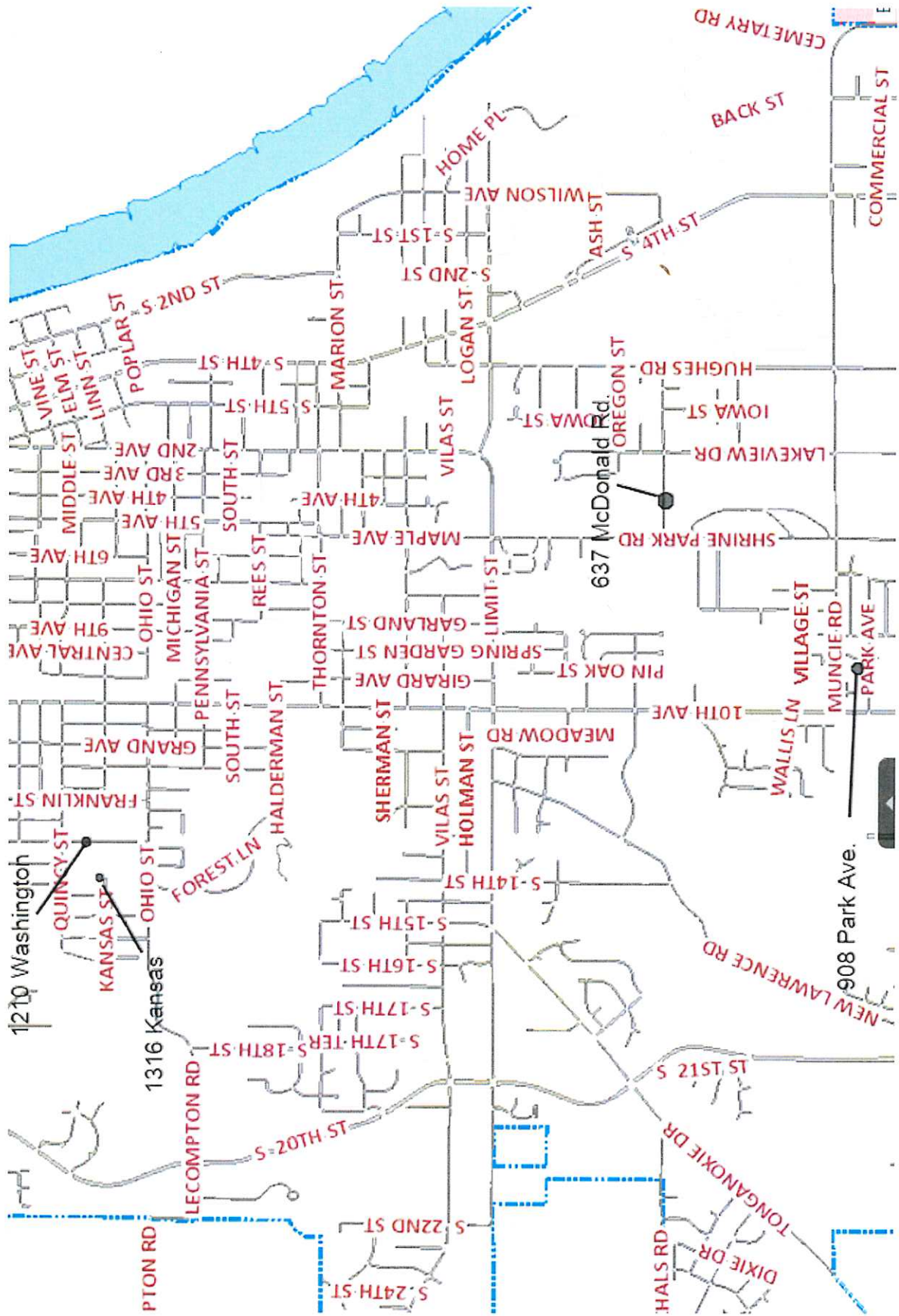
Bid Tabs
Site Map



CITY OF LEAVENWORTH
Project No. 2018-900
Stormwater Project No. 2 - South
December 11, 2019

BASE BID

Item	Description	Unit	Quantity	Engineer's Estimate		Rodriguez Mechanical		Blue Nile Contractors		Westland Construction		Trinity Excavating		J. M. Fahey		Orr Wyatt		
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
Site No. 1 - 1316 Kansas Street																		
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$2,003.08	\$2,003.08	\$7,000.00	\$7,000.00	\$2,769.59	\$2,769.59	\$4,100.00	\$4,100.00	\$3,425.00	\$3,425.00	
2	Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$325.51	\$325.51	\$1,500.00	\$1,500.00	\$470.03	\$470.03	\$300.00	\$300.00	\$3,290.00	\$3,290.00	
3	Clearing & Grubbing	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$325.51	\$325.51	\$1,000.00	\$1,000.00	\$631.29	\$631.29	\$1,000.00	\$1,000.00	\$1,645.00	\$1,645.00	
4	Remove & Reset Existing Wood Fence	LS	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$2,170.07	\$2,170.07	\$400.00	\$400.00	\$1,858.47	\$1,858.47	\$3,000.00	\$3,000.00	\$2,195.00	\$2,195.00	
5	Remove Existing CMP/Replace 36" HDPE	LF	230	\$130.00	\$29,900.00	\$73.00	\$16,790.00	\$96.39	\$22,169.70	\$105.00	\$24,150.00	\$97.08	\$22,928.40	\$210.00	\$48,300.00	\$248.50	\$57,155.00	
6	Install 36" HDPE End Section w/Toewall	EA	1	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$1,935.27	\$1,935.27	\$1,260.00	\$1,260.00	\$1,314.69	\$1,314.69	\$1,800.00	\$1,800.00	\$1,755.00	\$1,755.00	
7	Remove & Replace 6x6" Area Inlet w/Grate	EA	1	\$6,000.00	\$6,000.00	\$7,300.00	\$7,300.00	\$5,051.64	\$5,051.64	\$6,700.00	\$6,700.00	\$8,714.44	\$8,714.44	\$6,300.00	\$6,300.00	\$7,660.00	\$7,660.00	
8	Remove & Replace Curb & Gutter	LF	30	\$50.00	\$1,500.00	\$34.00	\$1,020.00	\$70.53	\$2,115.90	\$97.50	\$2,925.00	\$66.65	\$1,999.50	\$130.00	\$3,900.00	\$55.00	\$1,650.00	
9	Rip Rap (Light 1/8")	CY	10	\$100.00	\$1,000.00	\$35.00	\$350.00	\$131.86	\$1,318.60	\$110.00	\$1,100.00	\$117.23	\$1,172.30	\$100.00	\$1,000.00	\$82.00	\$820.00	
10	Grading & Restoration	LS	1	\$2,500.00	\$2,500.00	\$4,949.00	\$4,949.00	\$1,654.39	\$1,654.39	\$9,000.00	\$9,000.00	\$1,633.44	\$1,633.44	\$7,500.00	\$7,500.00	\$1,645.00	\$1,645.00	
				Site No. 1 - 1316 Kansas Street Total:		\$47,700.00	\$39,659.00		\$39,669.67		\$52,035.00		\$42,892.15		\$77,200.00		\$81,260.00	
Site No. 2 - 1210 Washington Street																		
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$6,300.00	\$6,300.00	\$2,003.08	\$2,003.08	\$6,150.00	\$6,150.00	\$3,562.94	\$3,562.94	\$4,100.00	\$4,100.00	\$4,110.00	\$4,110.00	
2	Erosion Control	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$325.51	\$325.51	\$1,500.00	\$1,500.00	\$705.04	\$705.04	\$1,200.00	\$1,200.00	\$3,290.00	\$3,290.00	
3	Clearing & Grubbing	LS	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$325.51	\$325.51	\$500.00	\$500.00	\$449.19	\$449.19	\$1,500.00	\$1,500.00	\$1,645.00	\$1,645.00	
4	Remove & Reset Existing Wood Fence	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$2,170.07	\$2,170.07	\$855.00	\$855.00	\$2,160.36	\$2,160.36	\$1,800.00	\$1,800.00	\$3,290.00	\$3,290.00	
5	Remove Existing CMP/Replace 60" RCP	LF	64	\$300.00	\$19,200.00	\$290.00	\$18,560.00	\$390.35	\$24,982.40	\$240.00	\$15,360.00	\$30,016.00	\$30,016.00	\$4,900.00	\$31,360.00	\$926.00	\$59,264.00	
6	Install 60" RC End Section w/Toewall	EA	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$5,277.83	\$5,277.83	\$3,800.00	\$3,800.00	\$3,644.73	\$3,644.73	\$3,000.00	\$3,000.00	\$7,020.00	\$7,020.00	
7	Remove & Replace 6x6" Area Inlet w/Aprons all sides	EA	1	\$10,000.00	\$10,000.00	\$7,100.00	\$7,100.00	\$11,065.17	\$11,065.17	\$7,000.00	\$7,000.00	\$17,791.56	\$17,791.56	\$7,500.00	\$7,500.00	\$10,090.00	\$10,090.00	
8	Rip Rap (1/4 Ton)	CY	100	\$100.00	\$10,000.00	\$45.00	\$4,500.00	\$68.38	\$6,838.00	\$85.00	\$8,500.00	\$100.24	\$10,024.00	\$75.00	\$7,500.00	\$82.00	\$8,200.00	
9	Full Depth Street Repair	SY	160	\$150.00	\$24,000.00	\$65.00	\$10,400.00	\$113.93	\$18,228.80	\$115.00	\$13,200.00	\$84.97	\$13,595.20	\$110.00	\$17,600.00	\$148.00	\$23,680.00	
10	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,491.92	\$1,491.92	\$1,850.00	\$1,850.00	\$1,505.72	\$1,505.72	\$1,500.00	\$1,500.00	\$3,290.00	\$3,290.00	
11	Grading & Restoration	LS	1	\$2,500.00	\$2,500.00	\$4,947.00	\$4,947.00	\$1,064.13	\$1,064.13	\$3,000.00	\$3,000.00	\$2,106.81	\$2,106.81	\$9,000.00	\$9,000.00	\$2,195.00	\$2,195.00	
				Site No. 2 - 1210 Washington Street Total:		\$78,200.00	\$63,007.00		\$73,772.42		\$66,915.00		\$85,581.55		\$85,060.00		\$126,074.00	
Site No. 3 - 637 McDonald Road																		
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$7,360.00	\$7,360.00	\$2,003.08	\$2,003.08	\$6,150.00	\$6,150.00	\$3,729.92	\$3,729.92	\$4,100.00	\$4,100.00	\$4,500.00	\$4,500.00	
2	Erosion Control	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$325.51	\$325.51	\$2,500.00	\$2,500.00	\$470.03	\$470.03	\$1,300.00	\$1,300.00	\$2,195.00	\$2,195.00	
3	Clearing & Grubbing	LS	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$2,170.07	\$2,170.07	\$500.00	\$500.00	\$1,411.25	\$1,411.25	\$1,500.00	\$1,500.00	\$1,645.00	\$1,645.00	
4	Remove & Replace Sanitary Main w/8" DIP-Lined	LF	21	\$150.00	\$3,150.00	\$85.00	\$1,785.00	\$383.22	\$8,047.62	\$120.00	\$2,520.00	\$820.83	\$17,237.43	\$300.00	\$6,300.00	\$638.00	\$13,398.00	
5	Remove Existing CMP/Replace 84" CMP-Aluminized	LF	48	\$500.00	\$24,000.00	\$350.00	\$16,800.00	\$751.91	\$36,091.68	\$415.00	\$19,920.00	\$495.14	\$23,767.92	\$870.00	\$41,760.00	\$1,030.00	\$49,440.00	
6	Install 84" CM End Section w/Toewall	EA	2	\$7,500.00	\$15,000.00	\$5,400.00	\$10,800.00	\$7,056.83	\$14,113.26	\$7,980.00	\$15,960.00	\$6,008.50	\$12,017.00	\$5,200.00	\$10,400.00	\$7,680.00	\$15,360.00	
7	Remove & Reset Guardrail	LS	1	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$2,170.07	\$2,170.07	\$855.00	\$855.00	\$2,160.36	\$2,160.36	\$1,800.00	\$1,800.00	\$3,290.00	\$3,290.00	
8	Full Depth Street Repair	SY	220	\$150.00	\$33,000.00	\$65.00	\$14,300.00	\$113.93	\$25,054.60	\$115.00	\$25,300.00	\$79.93	\$17,584.60	\$105.00	\$23,100.00	\$148.00	\$32,560.00	
9	Rip Rap (1/4 Ton)	CY	300	\$100.00	\$30,000.00	\$45.00	\$13,500.00	\$61.98	\$18,594.00	\$85.00	\$25,500.00	\$100.24	\$30,072.00	\$75.00	\$22,500.00	\$82.00	\$24,600.00	
10	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,644.56	\$1,644.56	\$2,300.00	\$2,300.00	\$1,881.62	\$1,881.62	\$1,900.00	\$1,900.00	\$3,290.00	\$3,290.00	
11	Grading & Restoration	LS	1	\$2,500.00	\$2,500.00	\$4,413.00	\$4,413.00	\$629.32	\$629.32	\$2,000.00	\$2,000.00	\$3,020.22	\$3,020.22	\$8,500.00	\$8,500.00	\$1,645.00	\$1,645.00	
				Site No. 3 - 637 McDonald Road Total:		\$124,950.00	\$73,658.00		\$111,063.77		\$103,505.00		\$113,331.15		\$123,160.00		\$151,923.00	
Site No. 4 - 908 Park Avenue																		
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$9,200.00	\$9,200.00	\$2,003.08	\$2,003.08	\$7,000.00	\$7,000.00	\$3,787.72	\$3,787.72	\$4,100.00	\$4,100.00	\$3,900.00	\$3,900.00	
2	Erosion Control	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$325.51	\$325.51	\$2,500.00	\$2,500.00	\$3,155.41	\$3,155.41	\$300.00	\$300.00	\$3,290.00	\$3,290.00	
3	Clearing & Grubbing	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$325.51	\$325.51	\$500.00	\$500.00	\$1,845.60	\$1,845.60	\$3,500.00	\$3,500.00	\$1,645.00	\$1,645.00	
4	Remove & Reset Existing Wood Fence	LS	1	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$3,255.11	\$3,255.11	\$1,200.00	\$1,200.00	\$3,441.65	\$3,441.65	\$2,200.00	\$2,200.00	\$3,290.00	\$3,290.00	
5	Remove Existing CMP/Replace 60" HDPE	LF	316	\$225.00	\$71,100.00	\$160.00	\$50,560.00	\$127.85	\$40,403.76	\$110.00	\$34,760.00	\$186.01	\$58,779.16	\$270.00	\$85,320.00	\$220.00	\$71,416.00	
6	Remove & Replace 6x6" Area Inlet w/Aprons all sides	EA	1	\$10,000.00	\$10,000.00	\$6,800.00	\$6,800.00	\$12,964.23	\$12,964.23	\$11,580.00	\$11,580.00	\$19,248.54	\$19,248.54	\$6,500.00	\$6,500.00	\$10,750.00	\$10,750.00	
7	Install 6x6" Precast Concrete Junction Box	EA	1	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$6,829.21	\$6,829.21	\$7.96	\$7.96	\$3,192.00	\$3,192.00	\$8,500.00	\$8,500.00	\$11,200.00	\$11,200.00	
8	Remove & Replace 4" Concrete Sidewalk	SF	400	\$8.00	\$3,200.00	\$8.65	\$2,740.00	\$7.96	\$2,740.00	\$11.50	\$4,600.00	\$7.21	\$2,884.00	\$21.00	\$8,400.00	\$9.00	\$3,600.00	
9	Remove & Replace Curb & Gutter	LF	30	\$50.00	\$1,500.00	\$34.00	\$1,020.00	\$70.53	\$2,115.90	\$97.50	\$2,925.00	\$63.02	\$1,890.60	\$130.00	\$3,900.00	\$55.00	\$1,650.00	
10	Grading & Restoration	LS	1	\$3,500.00	\$3,500.00	\$6,240.00	\$6,240.00	\$3,223.10	\$3,223.10	\$9,000.00	\$9,000.00	\$2,679.35	\$2,679.35	\$8,400.00	\$8,400.00	\$4,390.00	\$4,390.00	
				Site No. 4 - 908 Park Avenue Total:		\$105,800.00	\$92,260.00		\$74,627.41		\$85,285.00		\$107,715.15		\$131,120.00		\$115,131.00	
				TOTAL BASE BID (All 4 Sites) =		\$368,650.00	\$268,584.00		\$298,823.27		\$307,740.00		\$349,500.00		\$416,540.00		\$474,388.00	



POLICY REPORT
First Consideration Ordinance
2019-16 REZ
1001 N. 7th Street

DECEMBER 17, 2019

SUBJECT:

A request to rezone the property located at 1001 North 7th Street from R1-6, High Density Single Family Residential District, to GBD, General Business District.



Prepared By:
Julie Hurley
Director of Planning and
Community Development



Reviewed By:
Paul Kramer
City Manager

ANALYSIS:

The applicant Development, Inc., owned by Jeremy Greenamyre, is requesting a rezoning of the property located at 1001 N. 7th Street from R1-6, High Density Single Family Residential District, to GBD, General Business District. The property was most recently occupied by Life Connections Ministries, which vacated in the summer of 2019, and has remained vacant to this date.

The rezoning is being requested by the property owner to allow the zoning to accurately represent the intent of use of the structure, and to correlate with surrounding commercial zoning. The building was constructed in 1955 and has been used for various commercial purposes since that time.

CONDITIONS OF DETERMINATION

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

The subject property is the site of the former Life Connections Ministries building, which is currently vacant. To the south is a multi-story apartment building. To the southeast of the office building is a vacant commercial building. To the east is Excellent Choice a restaurant. To the north is a barber shop. The remainder of the neighborhood consists of single-family homes. The subject property is located along North 7th Street, which is classified as a collector street and designed to handle a moderate volume of traffic. To the west of the building is a parking lot that was designed to facilitate the customer base for the building.

- b) The zoning and use of properties nearby;

To the south of the subject property is a multi-story apartment building, zoned OBD (Office Business District). To the southeast of the office building is a vacant commercial building, zoned GBD (General Business District). To the east is Excellent Choice, restaurant, and a vacant building zoned OBD (Office Business District). To the north is a barber shop, zoned OBD (Office Business District). To the west is a single-family

residence zoned OBD (Office Business District). The remainder of the neighborhood consists of single-family homes zoned R1-6, High Density Single Family District.

- c) The suitability of the subject property for the uses to which it has been restricted;
The subject property was built in 1955 as an office building. The building has been used as an office building and an assembly hall since construction, and is unsuited for residential use.
- d) The extent to which removal of the restrictions will detrimentally affect nearby property;
The proposed rezoning should have little detrimental effect upon surrounding properties. The subject building has been used for general business district qualified uses since its construction in 1955. No significant effect on nearby property is anticipated due to the rezoning.
- e) The length of time the subject property has remained vacant as zoned;
The existing building has consistently operated in a general business district use since construction in 1955. The last remaining tenant vacated the building summer of 2019.
- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;
The proposed rezoning will have a positive effect on public health and welfare by providing a correct zoning to correlate with the surrounding properties along a moderately used collector street, which has been proposed by the 2010 Comprehensive to be zoned Commercial.
- g) The recommendations of permanent or professional staff;
Staff recommends approval of the rezoning request.
- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;
The area is identified as appropriate for commercial uses on the Future Land Use map. Therefore, staff finds the proposed use to be in conformance with the overall goals of the adopted Comprehensive Plan.
- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.
No other factors

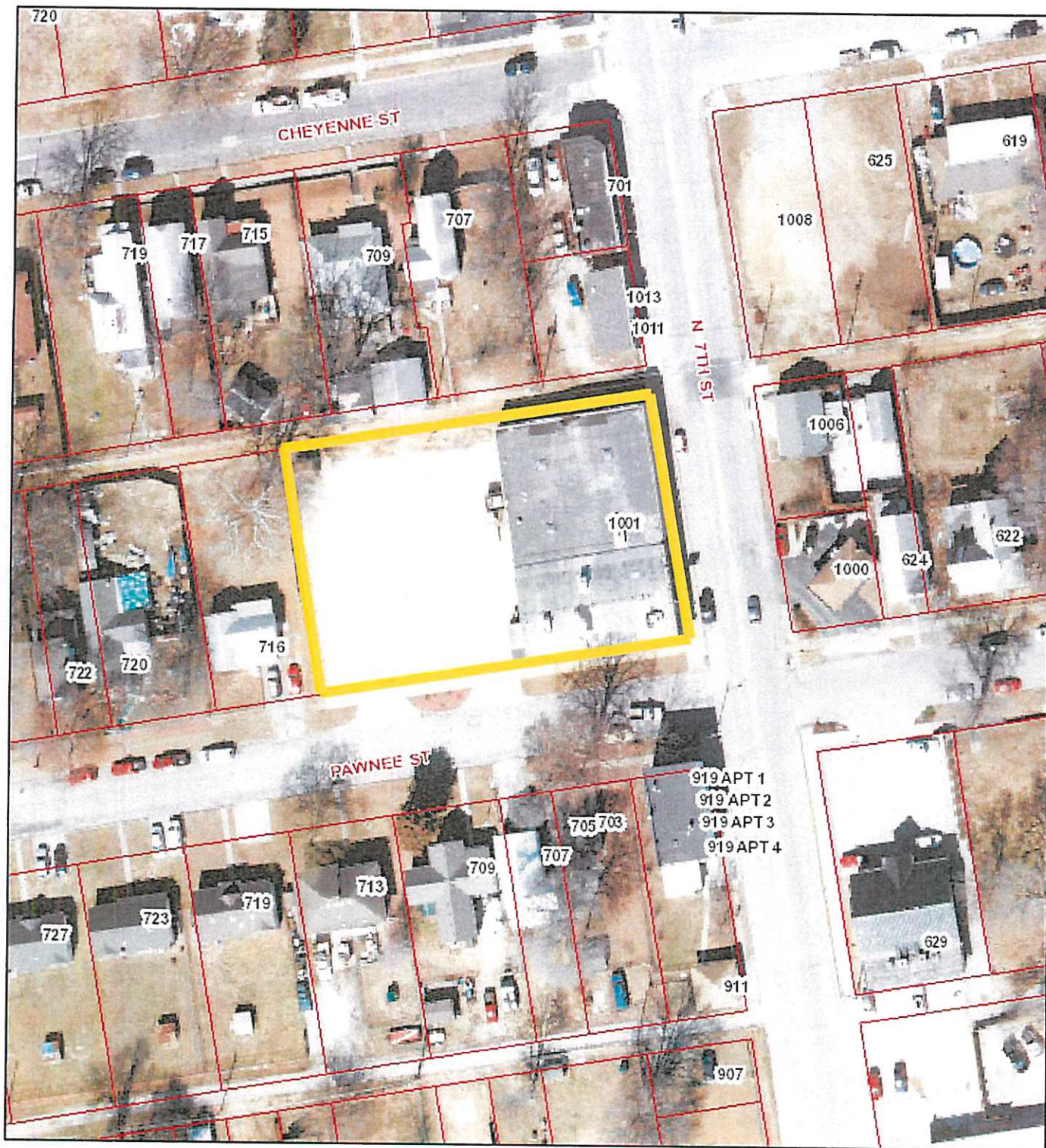
REZONING ACTION/OPTIONS:

- Place an ordinance on first consideration to approve the rezoning request for 1001 N. 7th Street from R1-6 to GBD
- Deny the rezoning request for 1001 N. 7th Street from R1-6 to GBD.

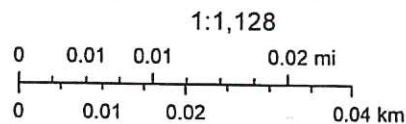
Attachments:

Application materials
2010 Future Land Use Map
Current Zoning Map

2019-16 REZ 1001 N 7th St Aerial

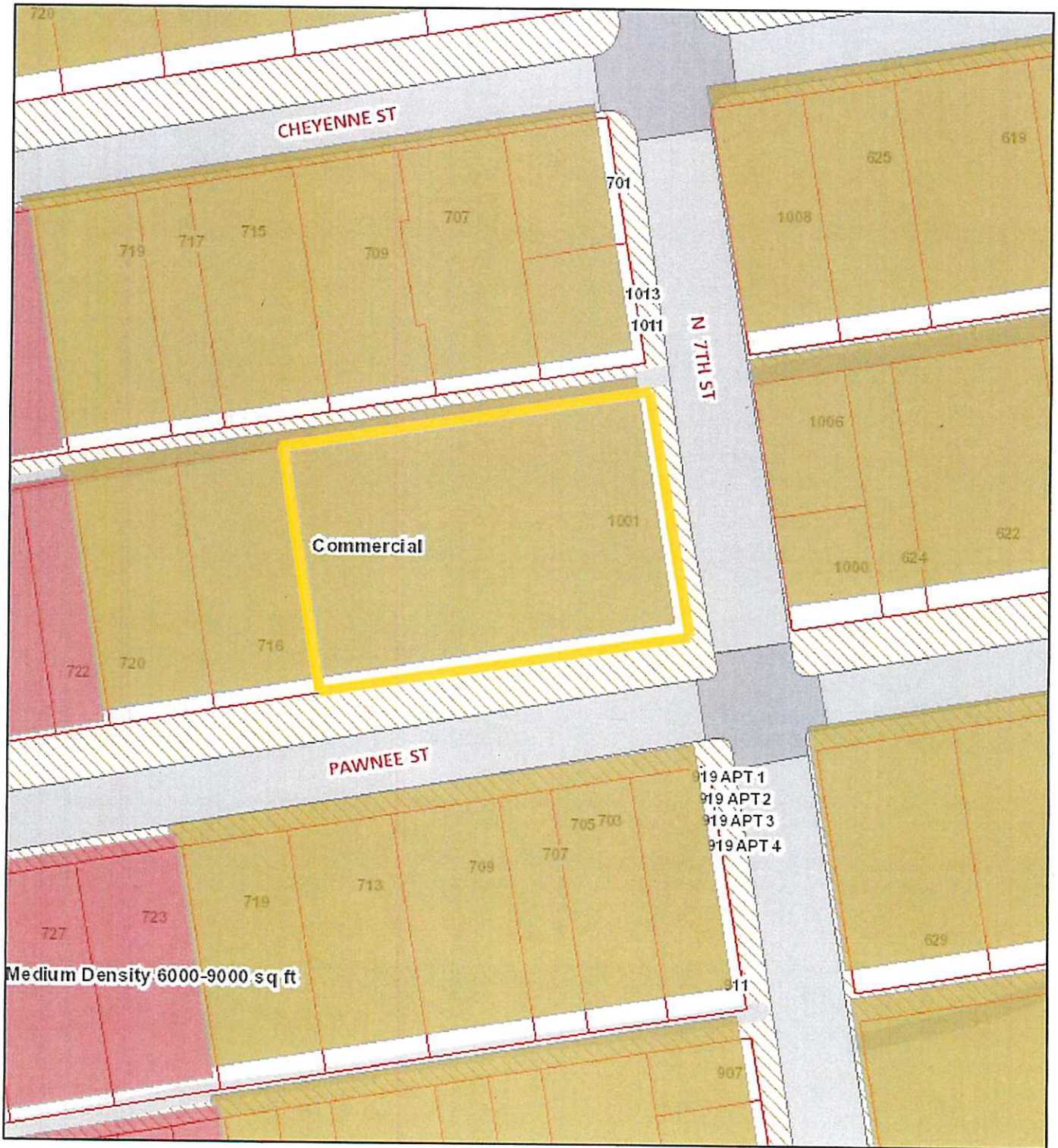


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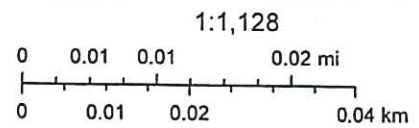


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

2019-16 REZ 1001 N 7th St Future Land Use

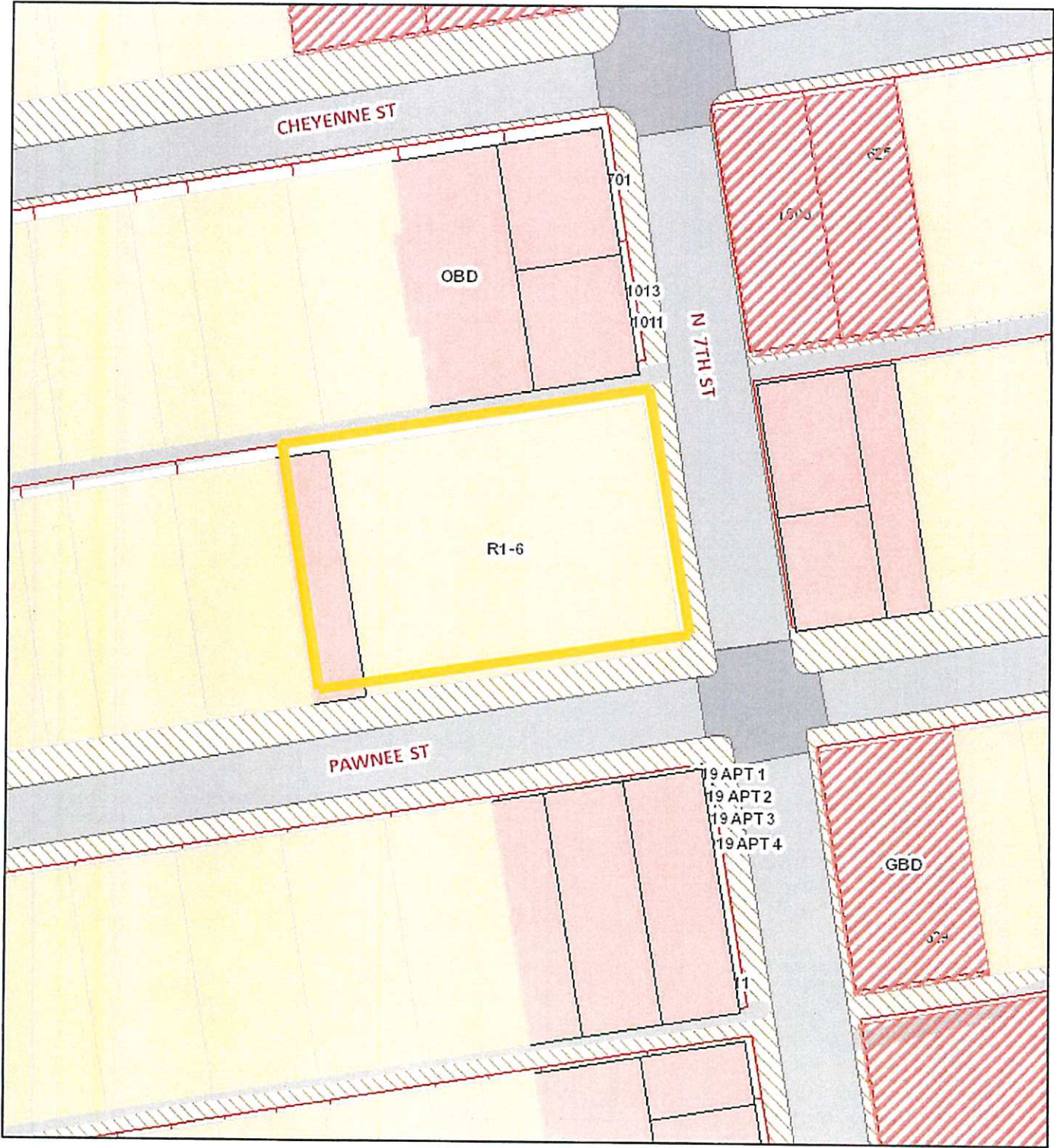


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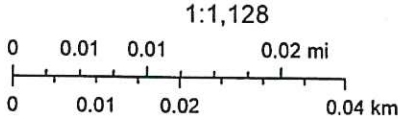


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

2019-16 REZ 1001 N 7th St Current Zoning Map



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APPLICATION FOR REZONING
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

Project No. 2019-116 REZ

Application #	<u>6617</u>
Fee (non-refundable)	\$350.00
Filing Date	
Received By	
Hearing Date	<u>12-2-19</u>
Publication Date	<u>11-8-19</u>

The undersigned owner(s)/agent for the owner(s) of the property described below, herein petition for a change in the zone of the following legally described property: (agent must have authorization to make application).

Subject Property:	<u>1001 N. 7th St.</u>		
Rezoning:	Present classification of <u>R1-6</u> district to <u>GBD</u>		
Legal Description:	(Attach full legal description provided by the REGISTER OF DEEDS OFFICE)		
Real Estate PID #:	<u>2676</u>	Historic District:	<u>N/A</u>

I/We, _____ being duly sworn, depose and say that I am the owner/agent for the owner of the property involved in this petition and that the statements and answers herein contained and then information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Name(s) of Owner (print or type):	<u>Development, Inc.</u>		
Address:	<u>2500 S. 2nd St., Leavenworth, KS 66048</u>		
Contact No. (913) <u>828-4440</u>	Email Address: <u>Jeremy@Greenamyre.com</u>		
Signature of Owner(s):			

State of <u>Kansas</u>)	(SEAL) BRENDA K. SCHWINN NOTARY PUBLIC STATE OF KANSAS My Appt. Expires <u>4-7-2020</u>
County of <u>Leavenworth</u>)	

Signed or attested before me on <u>10/15/19</u> by <u>JEREMY GREENAMYRE</u>	(date)	(name(s) of person(s))
Notary Public:	My appointment expires: <u>April 7, 2020</u>	
NOTE: All signatures must be in black or blue ink. Signature of owner(s) must be secured and notarized.		

If necessary, use additional sheets to respond to the following:

Briefly describe the present use and character of the property and of the surrounding area:

Vacant, 9800 sq. ft. office/retail building. Last tenant (church) vacated in summer 2019.

Briefly describe the intended use and character of the property:

Office/retail. Little to no change to exterior structure.

Briefly describe why you believe the land use (zoning) being requested is the most appropriate for this property: Appearance and past use of the building fits with a commercial use.

Give the reason(s) why you believe this proposal will not be materially detrimental to the public welfare and surrounding properties and/or measures you have taken or intend to take to prevent detrimental impacts: Our proposed zoning is not different than how it has been used for the last 50+ years.

We are simply aligning the zoning with the historic occupancy.

Is the property affected by any easements, deed/plat restrictions or other conditions arising from previous Special Use Permits, Subdivisions, rezoning or variances? If so, briefly explain the origin and effect of such conditions: No.

Check List:	
<input checked="" type="checkbox"/>	Non-refundable fee of \$350.00 is due at time of application
<input type="checkbox"/>	List of the owners for property within two hundred (200) feet of the property to be rezoned
<input checked="" type="checkbox"/>	Full legal description provided by the Register of Deeds Office or a Title Company
<input checked="" type="checkbox"/>	Site plan drawn to scale (see General Instructions)
<input checked="" type="checkbox"/>	Supporting documentation (see General Instructions)

(Summary Published in the Leavenworth Times on _____, 2020)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016 DEVELOPMENT REGULATIONS OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 1001 N 7th STREET TO GENERAL BUSINESS DISTRICT (GBD).

WHEREAS, under the 2016 Development Regulations of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to amend, supplement or change existing zoning regulations within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 2nd day of December 2019 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper on the 8th day of November 2019; and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 1001 N 7th Street, Leavenworth Kansas from High Density Single Family Residential District (R1-6) to General Business District (GBD); and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to rezone the property described herein.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1: That the following described properties, to-wit:

Lots 1, 2, 3, 4, 5, 6 & 7, Block 103, Day & Macaulay’s Subdivision, City of Leavenworth, Leavenworth County, Kansas and more commonly known as **1001 N. 7th Street, Leavenworth Kansas.**

Section 2: That the “Zoning District Map” adopted under the 2016 Development Regulations of the City of Leavenworth, Kansas shall be and the same is hereby corrected to conform to the rezoning as set forth in Section 1 above.

Section 3: That this Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

PASSED and APPROVED by the Governing Body on the ____ day of _____ 2020.

Myron J. (Mike) Griswold, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT
First Consideration Ordinance
2019-15-SUP
729 Pennsylvania

DECEMBER 17, 2019

SUBJECT:

Place on first consideration an ordinance to approve 2019-15-SUP



Prepared By:
Julie Hurley
Director of Planning
and Community Development



Reviewed By:
Paul Kramer
City Manager

NATURE OF REQUEST

The applicant, Elaine Belardo, is requesting a Special Use Permit to allow the operation of an adult daycare center at 729 Pennsylvania Avenue in an existing building located on the Saint Casmir Church property. The property is currently zoned R1-6, High Density Single Family Residential. The adopted Development Regulations do not have a definition for "Adult Daycare Center". Therefore, staff evaluated the request in conformance with the closest defined use, that being Child Care Center. Child Care Centers are allowed in the R1-6 zoning district with issuance of a Special Use Permit.

Ms. Belardo represents The Deeper Window Project organization, a 501(c)(3), and is not affiliated with the Roman Catholic Archdiocese of Kansas City or with Saint Casmir Parish. The proposed use involves daytime care and programming for adults living with early to middle stages of dementia. There will be two 16-person groups that meet either Monday/Wednesday or Tuesday/Thursday, with Friday open for socialization at the facility. Participants will meet from 9am to 3pm for art, music, drama, cognitive stimulation, community projects, and peer support. The proposed use is a nonmedical program, offering respite to the participants' caregivers. The program will be staffed by a primary and assistant facilitator, with additional therapists and volunteers participating for various activities.

The proposed use is not required to be licensed by the State of Kansas.

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.

Staff believes that this application complies with all provisions of City of Leavenworth Development Regulations.

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

There is a current need within the community for Adult Daycare uses. Residents caring for family members with dementia or Alzheimers have few to no resources for the type of service being proposed. The proposed facility will allow caregivers respite and help to improve the overall wellbeing of both caregivers and participants.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Staff does not feel that the proposed use will cause any substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

No new structures or building modifications are proposed as part of this special use permit. The property will continue to look and function as it currently does. There was previously a preschool/daycare facility located in the subject property, operated by St. Casmir Parish.

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has received no comments or inquiries.

The Planning Commission considered this item at their December 2, 2019 meeting and voted 5-0 to recommend approval of the Special Use Permit, with the addition of a condition limiting the hours of operation. During the Planning Commission meeting, several people spoke in support of the proposal, with a number others in the audience indicating their support as well. The applicant indicated their displeasure with the term "Adult Day Care", stating that another term would be more appropriate.

Nationally, there continues to be an increased demand for daycare facilities offering services for adults with dementia/Alzheimers. As the proposed use is not currently addressed in the adopted Development Regulations, staff intends to add a definition and review criteria for this use during the next update to the Development Regulations to adequately prepare for any future proposals that are similar in nature. Staff has researched how other municipalities in the metropolitan area handle this type of use and will have draft language ready for review by this body during the annual update to the Development Regulations, in the early part of 2020. Staff will work to bring forth the most appropriate and inclusive term for the use to put into place moving forward.

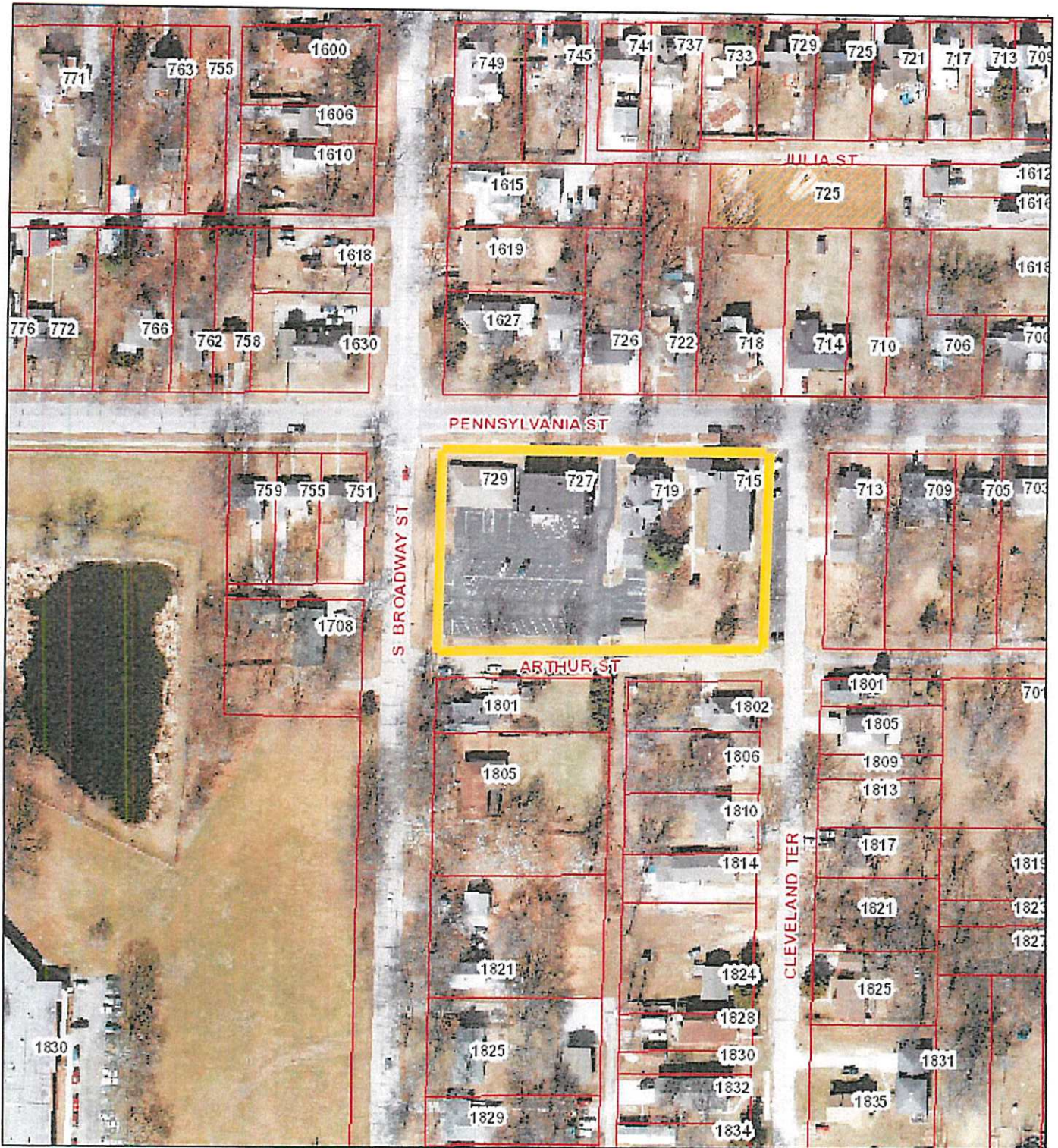
ACTION/OPTIONS:

- Place an ordinance on first consideration to approve the Special Use Permit requires to allow an Adult Daycare facility at 729 Pennsylvania.
- Deny the Special Use Permit request to allow an Adult Daycare facility at 729 Pennsylvania.

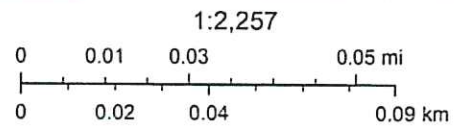
Should the City Commission opt to place an ordinance on first consideration to approve the Special Use Permit request, staff would recommend that the Special Use Permit be subject to the following conditions:

1. The operation shall be limited to a maximum of 16 adult participants.
2. No medical services shall be offered in conjunction with the facility.
3. The hours of operation shall be limited to 8am-5pm, Monday-Friday.

2019-15-SUP



11/25/2019, 2:44:24 PM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

CK 11848
 10/14/19
 \$350.00



SPECIAL USE PERMIT
 CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

Case No.: 2019-15 SUP
 Application No. Call
 Fee (non-refundable) \$350.00
 Filing Date 10-25-19
 Received By Staci Adams
 Publication Date 11-8-19
 Hearing Date 12-2-19

SA

As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: An Adult day care center

in accordance with the attached site plan on the following described property:

Address: 729 Pennsylvania, Leavenworth, KS
 Legal Description: (Attach a full legal description provided by the Register of Deeds Office)
 Real Estate PID #:
 Zoning: R1-6 Historic District: NO

I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print): The Roman Catholic Archdiocese of Kansas City in Kansas

Owner Address: 12615 Parallel Parkway, Kansas City, KS 66109

Contact No.: 913-721-1570 Email: fririley@archkck.org/shelae@shsc.org
913-772-2724

Signature of Owner(s): [Handwritten Signature]



State of Kansas

County of Wandotte

(SEAL)

Signed or attested before me on: 10/14/2019 By: Rev. John Riley

Notary Public Francine Roshau Francine Roshau

My Appointment Expires: 4/3/2022

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Lessee: Elaine Belardo

Address: 1280 Summit Ct, Lansing, KS 66043

Contact No. 301-776-7538 Email: esmba@msn.com

NOTE: All signatures must be in ink. Signature of owner(s) must be secured and notarized.

Check list below...

- Non-Refundable Fee of \$350.00 is due at time of application
- City will provide list of owners for property within two hundred (200) feet of the subject property
- Attach **full** legal description (must be provided by the Register of Deeds Office)
- Site Plan drawn to scale (See General Instructions)
- Supporting documentation (See General Instructions)



THE D.E.E.P.E.R. WINDOW PROJECT

Opening the Window of Hope through Dementia
Education, Empowerment, Programs, Engagement, and
Resources

Elaine Belardo

My Who~



Rear Admiral (Retired) Jose H. Belardo III, MSW, JD and our family.

Medically retired after 26 years of lauded service due to Early Onset Alzheimer's diagnosis at age 50.

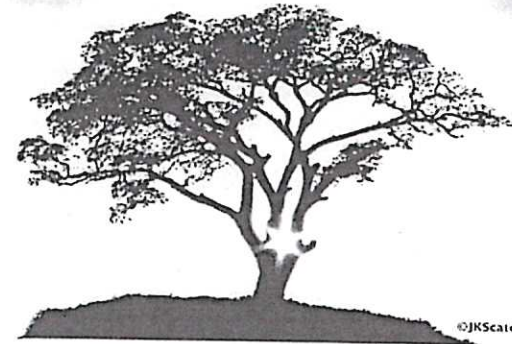
5.5 million Americans living with Alzheimer's disease(or other dementia's) including 640,000 with early onset Alzheimer's.

My Why~

The sanctity and dignity of life.

A dementia diagnosis does not end a persons value or ability to contribute to society. In fact, there is a distinct window of opportunity post diagnosis when the individual and care partners need the hope of an engagement and empowerment program and care partner respite.

Currently, there is only one nonmedical supportive program in the Kansas City area for 16 people where my husband attends. Leavenworth County has no program like this.





Program Description

*Provide an environment for social engagement, arts enrichment, community service and cognitive stimulation in a nonmedical setting for people actively living with early to moderate dementia.

*Provide respite for care partners as person living with dementia participates independently in the program twice weekly.

*Provide a safe space where people living with dementia form peer relationships and avoid isolation.

Who Benefits?

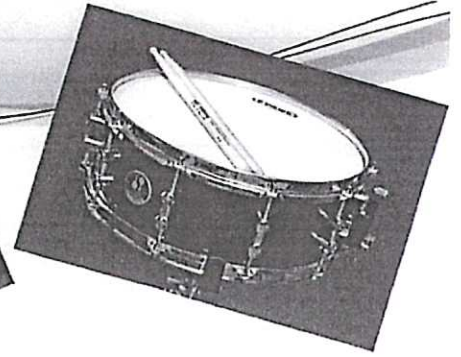
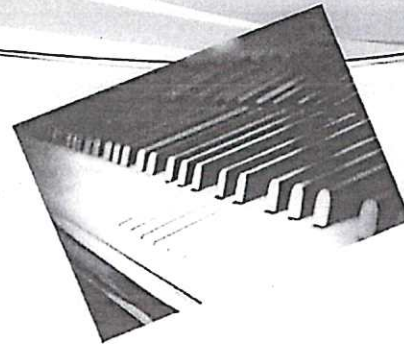


Individuals living in the home with early to middle stage dementias. Delays placement in care facility.

Care partners in need of respite due to active workforce participation and fulltime care assistance.

The community that learns to value individuals living with dementia as able contributors.

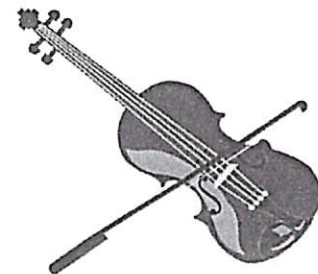
Who Staffs It?



A licensed Clinical Social Worker
or Licensed Practical Nurse

Music/Art Therapists

Trained Volunteers





Who Oversees It?

A 501(c)(3) approved advisory board to include:

Lay person with actual experience with individuals who live with dementia.

Lay person with a heart for serving this population.

Person living with dementia

Dementia Care professionals



Marketing

Promote the message of The DEEPER Window:
Dementia Education, Empowerment (through)
Programs, Engagement and *Resources*.

We Intervene Now During Optimal Window

Print Ads

Social Media

Radio

Marketing Targets

Heart of America Alzheimer's Association

Physicians

Social Workers

Council on Aging

Care partners

Individuals w/ dementia

Community- Leavenworth

County and surrounding areas



How It starts

FUNDRAISING PROGRESS

ME

94% completed
\$6,635 I have raised \$7,000 My goal (change)

MY TEAM

90% completed
\$9,040 We have raised \$10,000 Our goal (change)

DONATION HISTORY

Need Help?

Short form 501(c)(3) application takes 4-6 weeks

Start nonprofit fundraising post application submission

Exponential fundraising through partnership not merely transactional relationship

Local and national grant funds

With at least 9 committed participants



Finances

- Commercial rental: \$800/ mo
- Salaries- LCSW or LPN: \$28.00/hr \$1344.00/mo
- Music/Art Therapist: \$50.00/hr \$500.00/mo
- Utilities Electric and Water: \$0-200.00/mo
- Advertising: \$100.00/mo
- Cleaning: \$0-150/mo

Finances

- Hot meal:
 - \$10/day/pp, \$160/pp/mo, 16 people/mo
 - \$2,560/mo
- Insurance: \$100.00/mo
- Activities/supplies: \$300.00-\$500/mo
- **\$4,934-\$6,254/mo to run the program**
- **\$59,208-75,048 for 9-16 people**
 - \$69-49 per day/person
 - \$548-391 per month/person (8 days)



Comparative Cost

Equivalent Program in Johnson County-

- \$70/day/person
- \$630/month /person
- \$7,560/year/person

\$120,960 yearly to run the nonmedical program: Jeanne's Place

Assisted Living- \$10,000 and up person per month

Goals


- Organize a community coalition to support dementia initiatives in Leavenworth County.
- Have two 16 person groups run M/W and T/TR 9:00am-3pm
- Dementia Resource Library
- Friday open for socialization
- Space utilized for support groups and educational workshops

Incurable does not mean imminent death

“Long before dementia is a disease one dies from it is a disease one lives with.”

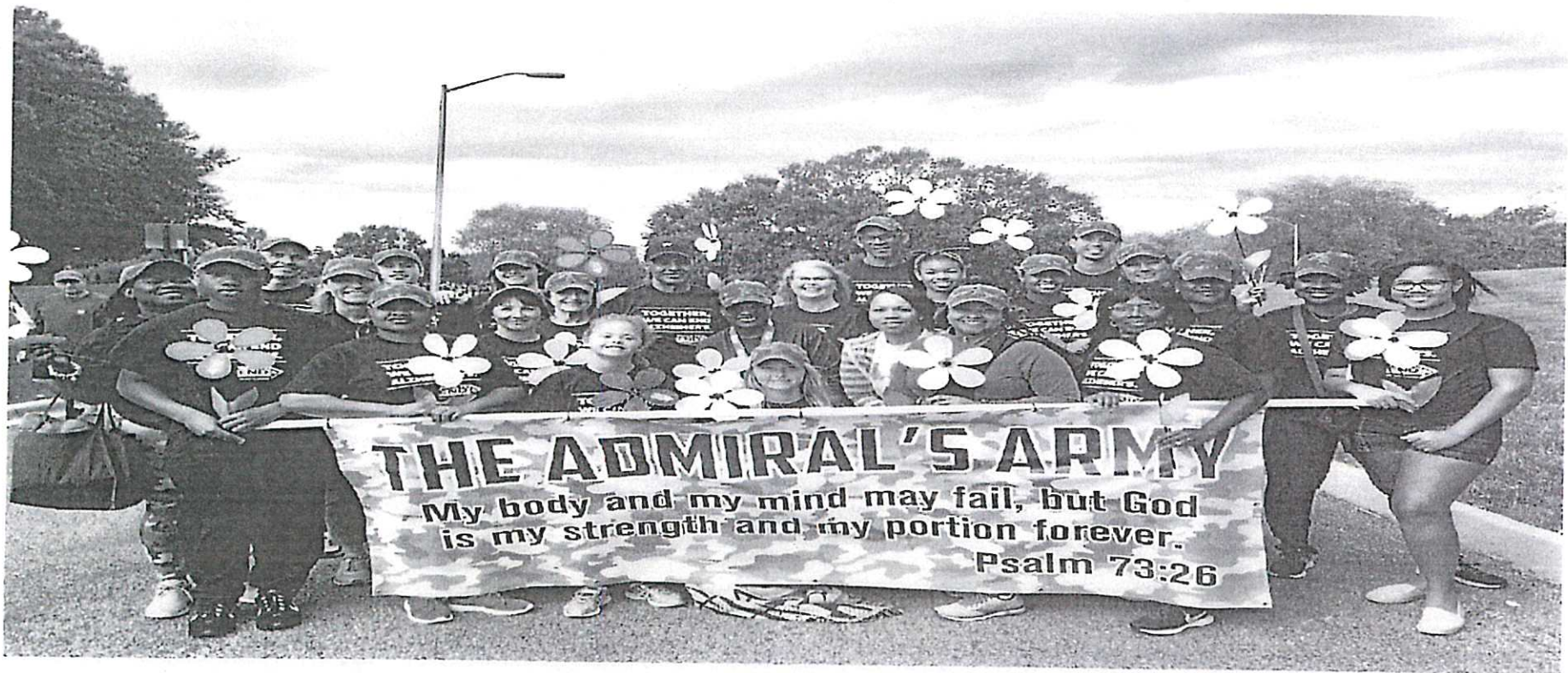
Elaine Belardo





The D.E.E.P.E.R. Window Project seeks to advocate for the dignity, empowerment, and support of individuals living with dementia to remain engaged and active for as long as possible.

Questions and Insights



(Summary Published in the Leavenworth Times on _____, 2020)

ORDINANCE NO. _____

AN ORDINANCE ALLOWING A SPECIAL USE FOR AN ADULT DAYCARE CENTER TO BE LOCATED AT 729 PENNSYLVANIA STREET IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under the 2016 Development Regulations of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 2nd day of December, 2019 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 8th day of November 2019; and

WHEREAS, upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for an adult daycare center at 729 Pennsylvania Street, Leavenworth, Kansas.

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for a child care center for the property described herein.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. That a special use permit be issued for a child care center on the following described property:

A tract of land beginning at a point in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 2 in Township 9 Range 22, 708 feet West of the Section line running between Sections 1 and 2 in said Township 9 and also 227 feet South of the North line of the South Half of the Northeast Quarter of the Northeast Quarter of Section 2 thence South to a line parallel to said Section line 200 feet, thence East 203 feet, thence North 200 feet, thence West 203 feet to the place of beginning. ALSO Commencing at a point on the South line of Pennsylvania Street 369 feet West of the East line of the Northeast 1/4 of Section 2, Township 9, Range 22 and running thence West along the South line of Pennsylvania Street 136 feet to the East line of land owned by Henry Brueggeu, thence South along the East line of said Brueggeu land and parallel to the East line of said 1/4 Section 200 feet, thence East parallel to Pennsylvania Street 136 feet to the West line of land owned by Keith, thence South along the West line of Keith's land and parallel to the East line of said 1/4 Section 200 feet to the place

of beginning. **More commonly known as 729 Pennsylvania, Leavenworth, Kansas.**

Section 2. That this special use permit is subject to the following:

- a.) The Operation shall be limited to a maximum of sixteen (16) adult participants;
- b.) No medical services shall be offered in conjunction with the facility; and
- c.) The hours of operation are to be between the hours of 8:00 a.m. – 5:00 p.m.

Section 3: That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the Leavenworth City Commission of the City of Leavenworth, Kansas on this ____ day of January 2020.

Myron J. (Mike) Griswold, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk