



City of Leavenworth
 100 N. 5th Street
 Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, OCTOBER 13, 2020 7:00 P.M.

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 and Facebook Live

The Leavenworth City Commission meeting will be open to the public with limited seating capacity.

To reserve a seat, email cwilliamson@firstcity.org no later than 4:00 pm on October 13. Seats will be available on a first come first serve basis. To mitigate the spread of COVID-19 face coverings and social distancing are REQUIRED to attend the meeting. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed on Channel 2 and via Facebook Live. The public is encouraged to continue to view the meeting via Facebook Live or Channel 2 and to submit public comments to be read during the Public Comments portion of the meeting and questions on agenda items to be read during discussion on that topic. Submit your comments or questions to cwilliamson@firstcity.org no later than 6:00 pm on October 13. For call in options related to commenting on agenda items, submit your inquiry to cwilliamson@firstcity.org

Call to Order – Pledge of Allegiance Followed by Silent Meditation

PRESENTATIONS AND PROCLAMATIONS:

- 1. Mayor’s Award
- 2. Proclamations (pg. 3)
 - a. Domestic Violence Awareness Month
 - b. Food Day October 4, 2020
 - c. National Arts & Humanities Month
- 3. New Employee Welcome (pg. 6)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

- 4. Minutes from September 22, 2020 Regular Meeting **Action:** Motion (pg. 8)

NEW BUSINESS:

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions- Please state your name and address)*
Any emails received by the public for public comment on non-agenda items will be read at this time.

Public Hearings:

- 5. Petition to Vacate 6th Street Metropolitan Avenue to Cheyenne Street (pg. 15)
 - a. Open Public Hearing **Action:** Motion
 - b. Staff and Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. First Consideration of Ordinance **Action:** Consensus
- 6. Consider Amendment to CDBG Annual Action Plan 2019-2020 (pg. 25)
 - a. Open Public Hearing **Action:** Motion
 - b. Staff and Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. Adopt Resolution B-2266 **Action:** Motion

Bids, Contract and Agreements:

- 7. Consider Bids for Uniform Rental Contract **Action:** Motion (pg. 27)

8. Consider Design Services Contract with Affinis for 2021 Pavement Management **Action:** Motion (pg. 29)

First Consideration Ordinances:

9. First Consideration Ordinance Special Use Permit-Child Care Center at 220 Spruce St. **Action:** Consensus (pg. 45)
10. First Consideration Ordinance Rezoning 619 S 4th Street from Office Business District (OBD) to General Business District (GBD) **Action:** Consensus (pg. 51)

Other:

Consent Agenda:

Claims for September 19, 2020 through October 9, 2020 in the amount of \$2,319,325.31; Net amount for Payroll #20 effective September 25, 2020 in the amount of \$353,321.04 (Includes Police & Fire Pension in the amount of \$11,839.36); and Net amount for Payroll # 21 effective October 9, 2020 in the amount of \$335,509.06 (No Police & Fire Pension).

Action: Motion

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *One in every four women will experience domestic violence during her lifetime with approximately 15.5 million children exposed to domestic violence every year; and*
- WHEREAS,** *when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on family, friends, and the community at large; and*
- WHEREAS,** *domestic violence is widespread and is devastating to society as a whole, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and*
- WHEREAS,** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and*
- WHEREAS,** *victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can escape the cycle of abuse and domestic abusers should be punished to the full extent of the law; and*
- WHEREAS,** *we encourage domestic violence victims and their families to seek assistance from the Alliance Against Family Violence Hotline (913-675-7217); and*
- WHEREAS,** *it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence; and*
- WHEREAS,** *the United States President, Congress and other agencies have expressed a commitment to eliminating domestic violence; and we must dedicated ourselves to protect vulnerable members of our society with local programs, state coalitions, national organizations, and other agencies to increase public awareness of domestic violence, and to eliminate it through prevention and education.*

NOW, THEREFORE, *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of October, 2020 as:*

Domestic Violence Awareness Month

and urge all the people of Leavenworth, Kansas to work towards the elimination of domestic violence.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this thirteenth day of October in the year of two-thousand and twenty.*

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *Food Day, October 16, 2020, connects us to real food, which is local, healthy and sustainable and challenges members of the community to eat real, whether it is one ingredient, one meal, all day, or every day; and*
- WHEREAS,** *Food Day, October 16, 2020, educates and inspires the Greater Kansas City community to create a stronger, healthier, more accessible, more sustainable local food system; and*
- WHEREAS,** *the health and well-being of our citizens is a primary concern for the City of Leavenworth reducing obesity and diet-related diseases by promoting safe and healthy diets is a critical factor in improving citizens' overall health; and*
- WHEREAS,** *supporting sustainable family farms and local agriculture benefits the local economy; and*
- WHEREAS,** *obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and*
- WHEREAS,** *expanding access to real food to those who live in food deserts is critical to alleviating hunger; curbing junk-food marketing aimed at children is vitally important in order to combat rising obesity rates and raise a generation of healthy children; and*
- WHEREAS,** *the Leavenworth Farmers Market has adopted the Double-UP Program to provide for healthful eating for members of the Supplemental Nutrition Assistance Program, by matching their purchases of fresh produce up to \$25.00; and*
- WHEREAS,** *protecting the health of the environment and farm animals is necessary to sustain future generations.*
- NOW, THEREFORE,** *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim October 16, 2020 to be:*

Food Day

in the City of Leavenworth, Kansas, and I urge all citizens to participate in the activities planned here forth, and published at www.fooddaykc.org.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this thirteenth day of October in the year of two-thousand and twenty.*

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *National Arts & Humanities month is a time for communities to come together in unified celebration of the power of the arts to make a difference and change our lives for the better. In this turbulent year, the arts and humanities have played an important role in getting us through the COVID-19 pandemic and amplifying the need for racial equity; and*
- WHEREAS,** *Leavenworth Main Street recognizes the power of public art and commissioned a large mural on the side of the building located at 416 Cherokee Street which was well accepted and draws folks in for photographs and conversation on social media reaching folks around the world; and*
- WHEREAS,** *Leavenworth Main Street encourages additional public art within the downtown community as a way to enhance tourism and discovery of historic downtown Leavenworth while providing positive and creative public art; and*
- WHEREAS,** *Leavenworth Main Street created the Shawnee Art Walk to showcase downtown Leavenworth's existing public art. From sculpture to murals to ghost signs, Shawnee Street offers visitors eleven locations from Esplanade to Broadway to visit; and*
- WHEREAS,** *Leavenworth Main Street is currently hosting the First City Passageways project wherein local and regional artists paint on existing passageway as they view what's inside as the door or window is opened; and*
- WHEREAS,** *Public Art can instill history, hope, creativity, humor and be thought provoking while offering positivity and interaction among all ages.*

NOW, THEREFORE, *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim October, 2020 to be:*

National Arts & Humanities Month

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this thirteenth day of October in the year of two-thousand and twenty.*

Myron J. (Mike) Griswold, Mayor

ATTEST:

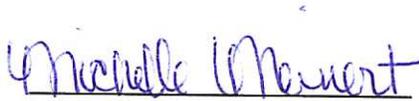
Carla K. Williamson, CMC, City Clerk

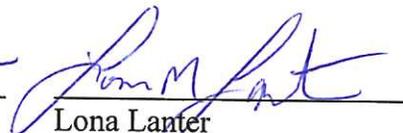
POLICY REPORT 20-05
New Employee Welcome Ceremony
October 13, 2020

Prepared by:

Reviewed by:

Reviewed by:


Michelle Meinert
HR Specialist


Lona Lanter
HR Director


Paul Kramer
City Manager

ISSUE: To welcome newly hired regular full time and part time City of Leavenworth employees.

BACKGROUND: The City has established a program of welcoming new employees to the City Team. As part of this program, each new employee will be announced/introduced by the Mayor or the Mayor Pro Tem at a regular meeting of the Leavenworth City Commission. Each employee will also be presented with a welcome card and City of Leavenworth pin from their Department. Brief background information of each employee listed below is attached.

EMPLOYEES TO BE WELCOMED:

Joseph Jacobson
Tyriek Ford
Barrett Damron
Antione Powell
John Marshall
Dion DePaolis
Joseph Dill
Austin White
John Burkhart
Brian McKeighan
Samuel Lough II

Park Technician I
WPC Operator I
Traffic Control Technician
Police Officer
Storm Water Equipment Operator I
Firefighter
Firefighter
Firefighter
Firefighter
Solid Waste Laborer
WPC Operator I

Joseph Jacobson – Joe was hired on February 20, 2020, as a Park Technician I. He graduated from Lansing High School. He was previously employed with J and J Construction as a Laborer.

Tyriek Ford – Tyriek was hired on March 26, 2020, as a WPC Operator I. He graduated from Leavenworth High School. He was previously employed with Amazon as a Warehouse Associate.

Barrett Damron – Barrett was hired on July 9, 2020, as a Traffic Control Technician. He graduated from Livermore High School. His previous work experience was with Prosoco as a Warehouse Specialist.

Antione Powell – Antione was hired on July 9, 2020 as a Police Officer. He graduated from Huffman High School. He previously worked for BSNF Railway as a Locomotive Engineer.

John Marshall – John was hired on July 16, 2020, as a Streets Equipment Operator and transferred to Storm Water Equipment Operator I on August 20, 2020. He went to Leavenworth High School and received his GED. He previously worked at Geiger Ready Mix and retired from the City of Leavenworth Fire Department in 2017.

Dion DePaolis – Dion was hired on July 23, 2020, as a Firefighter. He graduated from Lansing High School. He previously worked for Willcott Woodworks and Jeff Wagner Construction as a Laborer.

Joseph Dill – Joseph was hired on July 23, 2020, as a Firefighter. He graduated from Lansing High School. His previous work experience was with Leavenworth Fire District One as a Fire Fighter.

Austin White – Austin was hired on July 23, 2020, as a Firefighter. He graduated from Leavenworth High School. He worked previously with JF Denney as an Apprentice.

John Burkhart – John was hired on July 23, 2020, as a Firefighter. He graduated from Saint Thomas Aquinas High School. He was previously employed with Sierra Building Products as a Delivery Man and Warehouse Worker. John also worked as a volunteer Firefighter with the Eudora Fire Department.

Brian McKeighan – Brian was hired on August 6, 2020, as a Solid Waste Laborer. He graduated from Leavenworth High School. He previously worked for Integrity Tree Service as a Laborer.

Samuel Lough II – Samuel was hired on August 20, 2020, as a WPC Operator I. He graduated from Lansing High School. He previously worked for the City of Bonner Springs as a Meter Maintenance Supervisor.



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Myron J. (Mike) Griswold and Commissioner Mark Preisinger. The following commission members were present via teleconference: Mayor Pro-Tem Nancy Bauder, Commissioners Camalla Leonhard and Jermaine Wilson.

Others present in the commission chambers: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Police Chief Patrick Kitchens, Planning and Community Development Director Julie Hurley, City Attorney David E. Waters and City Clerk Carla K. Williamson.

Other members participating via teleconference: Deputy Public Works Director Mike Hooper and Finance Director Ruby Maline

Mayor Griswold read the following statement from the agenda index:

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Mayor Griswold asked everyone to stand for the pledge of allegiance followed by silent meditation.

Fire Prevention Week Proclamation:

The Mayor read the proclamation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Leonhard moved to approve the minutes from the September 8, 2020 regular meeting and September 15, 2020 special meeting as presented. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance 8144; 2020 Uniform Public Offense Code – Police Chief Pat Kitchens presented the ordinance for second consideration and recapped the amendments. There have been no

changes since placed on first consideration at the September 8, 2020 meeting. The City Clerk read the following comments submitted via email:

- Daniel Spratt, 102 Santa Fe Street
 - Dear City Council, as a citizen of our fair city of Leavenworth, I would encourage you to not adopt section 10.29 of the 2020 Uniform Public Offence Code. You have already opt out of some other sections that you did not think good for our town. Please listen to the citizens who trusted you represent them, and trust us to make wise choices for ourselves and our families. We do not want an unelected official making health decisions for us. Thank you for your service to our wonderful town.
- Sarah Spratt, 102 Santa Fe Street
 - In phone conversations with various individuals on Monday Sept. 21st, Mayor Myron Griswold, commissioner Mark Preisinger, and commissioner Jermaine Wilson acknowledged the overwhelming majority of feedback from Leavenworth citizens has been against adopting the code section 10.29 which states "It shall be unlawful for any person to violate, refuse, or fail to comply with a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.". If you adopt section 10.29, instead of opting out of it, as you have other sections of the same code, how are you serving and representing the expressed will of your constituency?

Comments by Public Present at the Meeting:

- Dawn Weston 34074 167th Street
 - Objects to wearing a mask
 - What medical exceptions would be made
 - What about those with religions and 1st amendment and 2nd amendment arguments
- Michael Jones 1600 Broadway Street
 - Our choice to take care of our selves
 - Decision should be by the people on how they want to protect their own health

Mayor Griswold asked City Attorney David Waters to provide information about the state statute. Mr. Waters provided the following:

- The issue before the commission is not a facemask requirement.
- There is a statewide order by the Governor and Leavenworth County has opted out and has not issued a facemask order.
- Adoption of this UPOC is not a facemask order.
- Leavenworth County Commission is the state health board and they have the power to hire a local health officer per state statute and has powers since 1920's. The KSA was last updated in 1976 so the authority of the County Health Department and County Health Officer is not new.
- State Statute grants the power of the County Health Department and or Health Officer to limit public gatherings.
- Other examples are statutes that allow the County Health Officer to mandate quarantine and to use all measures to prevent the spread of disease.
- Statutes also allow the county to seek assistance by the sheriff or law enforcement to enforce violations of a state statute; a misdemeanor under state law.

- The League of Kansas Municipalities drafted section 10.29 in the UPOC to clarify what has been on the books for many years.
- If the county officer were to reissue the limitation of mass gatherings, this will allow the police to issue citations and to be heard in the municipal court.

Michael Jones 1600 Broadway Street (follow up)

- Ask if there would be “carve outs” (exemptions) to the order

Mr. Waters explained that there is no order by the county in place at this time. The County could just not exempt them self from a state order then it becomes a state order and Section 10.29 would not apply and it would be a civil matter.

Dawn Weston 34074 167th Street (follow up)

- Still question on medical exemption officer cannot ask what their medical condition is under HIPPA

Mayor Griswold called the roll on ordinance 8144 and the ordinance passed 4-1. Commissioner Wilson voting no.

Second Consideration Ordinance 8145; 2020 Intersection Traffic Control Devices Master Index - Police Chief Pat Kitchens presented the ordinance for second consideration. There have been no changes since placed on first consideration at the September 8, 2020 meeting.

Mayor Griswold called the roll on ordinance 8145 and the ordinance passed unanimously 5-0.

Second Consideration Ordinance 8146; Condemnation of Lands for 16th Street Terrance & Thornton Street Phase 2 & Phase 3 Drainage Project – City Manager Paul Kramer presented the ordinance for second consideration.

There have been no changes since placed on first consideration at the September 15, 2020 special meeting.

Mayor Griswold called the roll on ordinance 8146 and the ordinance passed unanimously 5-0.

NEW BUSINESS:

Public Comment: *emails received by the public for public comment on non-agenda items will be read at this time.* None

General Items:

Update Unsafe Structure 723 S 10th Fire Damaged Property – City Manager Paul Kramer reviewed the fire damaged house at 723 S 10th Street. The City received insurance proceeds in the amount of \$22,753.74 to insure the property was repaired or removed. A public hearing was held on August 11, 2020 and the Commission passed Resolution B-2259 granting time for the owner to make necessary repairs. Staff recommends that the Commission determine that the structure is no longer considered unsafe or dangerous, and authorizes the return of the insurance proceeds.

Commissioner Preisinger moved to return the insurance proceeds in the amount of \$22,753.74 to the owner of 723 S 10th. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Review Unsafe & Dangerous Structures given 60-Day Extensions - Planning and Community Development Director Julie Hurley reviewed the following properties:

407 N 20th Street-Single family house – No Change. No contact from owner and no one present at the meeting.

Consensus by the Commission to proceed with demolition

1033 Osage-Detached garage – No Change

Owner Linda Conley 810 Kickapoo

- Stated that the property is under contract to sell; contract to sell was signed September 18th

Consensus by the Commission to review at the October 27, 2020 meeting

1612 W. 7th-Single family house – Owner obtained demolition permit on June 29, 2020 – no change. No contact from owner and no one present at the meeting.

Consensus by the Commission to proceed with demolition

1914 W. 7th-Single family house – No Change

Trisha Alton 609 South Hickory Trail Lansing KS (local investor/realtor)

- Had under contract at the last meeting but had problems with title,
- Title is now transferred and she is the owner
- Will start rehab this week
- Plan to completely rehab interior and exterior

Consensus by the Commission to review at the October 27, 2020 meeting

420 Ottawa-Single family house – No Change

Trisha Alton 609 South Hickory Trail Lansing KS (local investor/realtor)

- Had under contract at the July meeting
- Still has under contract but difficulties getting paperwork since there is a contact for deed between owner and an incarcerated individual
- Unsure if she is going to be able to get title and understands the City needs to do what they think is best

Consensus by the Commission to proceed with demolition

504 Miami-Single family house – No Change

Michelle (unable to understand last name) Olathe KS (not the owner but representing the owner Ramon Muhammad)

- Owner had problems with financing need more time to complete repairs
- Mr. Muhammad unable to attend this evening and asked her to come on his behalf
- She will relay the Commissions comments about the need to see work within the next 30 days or will proceed with demolition

Consensus by the Commission to review at the October 27, 2020 meeting

513 Lawrence Ave-Single family house – Active building permit for interior and exterior renovations, work ongoing. No one present at the meeting staff recommended additional 30 days since work is being done.

Consensus by the Commission to review at the October 27, 2020 meeting

701 S 2nd –Single family house – No active building permits, work ongoing
Calvin Locket, Owner 800 S. Esplanade

- Had foundation checked
- Has been working on the back side of house where work is less obvious
- Can have the work done in 30 days

Consensus by the Commission to review at the October 27, 2020 meeting

708 Kiowa-Single family house – Building permit issued on August 13, 2020 for new roof; roof completed-work ongoing. No one was present at the meeting however, Ms. Hurley said significant improvement has been made. Would support removal from the list and code enforcement could monitor the remainder of work needed.

Consensus by the Commission to remove from demolition list

824 Osage-Single family house and detached garage - No Change
Darlene Derringer 112 East Kay Lansing

- Husband not well
- Repairs are expensive trying to work on them
- Talked to daughter and she is going to help with finances and repairs
- Has purchased shingles but need to find someone to install
- Knows a couple people who do roofs and will ask them for help
- Wants to repair and move back into the home

Commissioner Preisinger stated that this has been a problem and the last meeting Mr. Derringer stated there had been renters but found that there had been no water for years. Feels the commission is being played. Also stated that the roof needs more than just shingles, will require completely new roof. Debris and trash is still on the property. Mayor Griswold stated that he is willing to give 30 days but progress has to be done and it is going to take a lot of money.

Consensus by the Commission to review at the October 27, 2020 meeting

934 Ottawa-Single family house-No Change. No one present at the meeting

Consensus by the Commission to proceed with demolition

719 N 9th-Detached garage-No Change. No one present at the meeting

Consensus by the Commission to proceed with demolition

Commissioner Preisinger moved to proceed with the properties as discussed and agreed to by the commission and as annotated by the City Clerk. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Resolutions:

Resolution B-2262 Set Public Hearing Redevelopment Project Plan (Price Chopper) – City Manager Paul Kramer reviewed the resolution to set the public hearing for October 27, 2020.

Commissioner Preisinger moved to adopt Resolution B-2262 to the set the public hearing for October 27, 2020. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Resolution B-2263 Set Public Hearing to Establish a Community Improvement District (Price Chopper) - City Manager Paul Kramer reviewed the resolution to set the public hearing for October 27, 2020.

Commissioner Preisinger moved to adopt Resolution B-2263 to the set the public hearing for October 27, 2020. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Resolution B-2264 Leavenworth Housing/Planters II 2020 Capital Fund Program (CFP) Grant - Planning and Community Development Director Julie Hurley presented the resolution accepting the 2020 CFP Grant #KS01P06850120 in the amount of \$145,880.00.

Commissioner Preisinger moved to adopt Resolution B-2264 accepting the 2020 CFP grant for Planters II in the amount of \$145,880.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Resolution B-2265 Leavenworth Housing/Planters II Capital Fund Program Five-Year Action Plan and Capital Fund Annual Statement/Performance & Evaluation Report - Planning and Community Development Director Julie Hurley presented the resolution adopting and submitting the 2020-2024 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report to the U.S. Department of Housing & Urban Development (HUD).

Commissioner Preisinger moved to adopt Resolution B-2265 the 2020-2024 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Contract to Replace Fire Panel at Planters II - Planning and Community Development Director Julie Hurley presented for consideration approval of the bid from Progressive Electronics Inc in the amount of \$37,543.00 for replacement of the fire panel at Planters II. The following proposals were received:

National Fire Suppression	\$56,350.00
Progressive Electronics Inc.	\$37,543.00
Keller Fire & Safety	\$60,640.00

Commissioner Preisinger moved to accept the low bid from Progressive Electronics Inc. for the fire panel replacement at Planters II for \$37,543.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Bid for Demolition Project CD 2020-01 - Planning and Community Development Director Julie Hurley presented for consideration approval of the bid from Denton Excavating dba Midland Wrecking for the demolition of six structures in the amount of \$60,718.00. This was the only bid received.

Commissioner Preisinger moved to accept the bid from Denton Excavating dba Midland Wrecking for \$60,718.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

CONSENT AGENDA:

Commissioner Leonhard moved to approve claims for September 5, 2020 through September 18, 2020 in the amount of \$383,997.21; Net amount for Payroll #19 effective September 11, 2020 in the amount of \$332,681.58 (No Police & Fire Pension). Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Adjournment:

Commissioner Preisinger moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved.

Time Meeting Adjourned 9:00 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT PWD NO. 20-47

CONSIDER PETITION TO VACATE 6TH STREET
BETWEEN METROPOLITAN AVENUE AND CHEYENNE STREET

October 13, 2020

Prepared by:



Michael G. McDonald, P.E.,
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

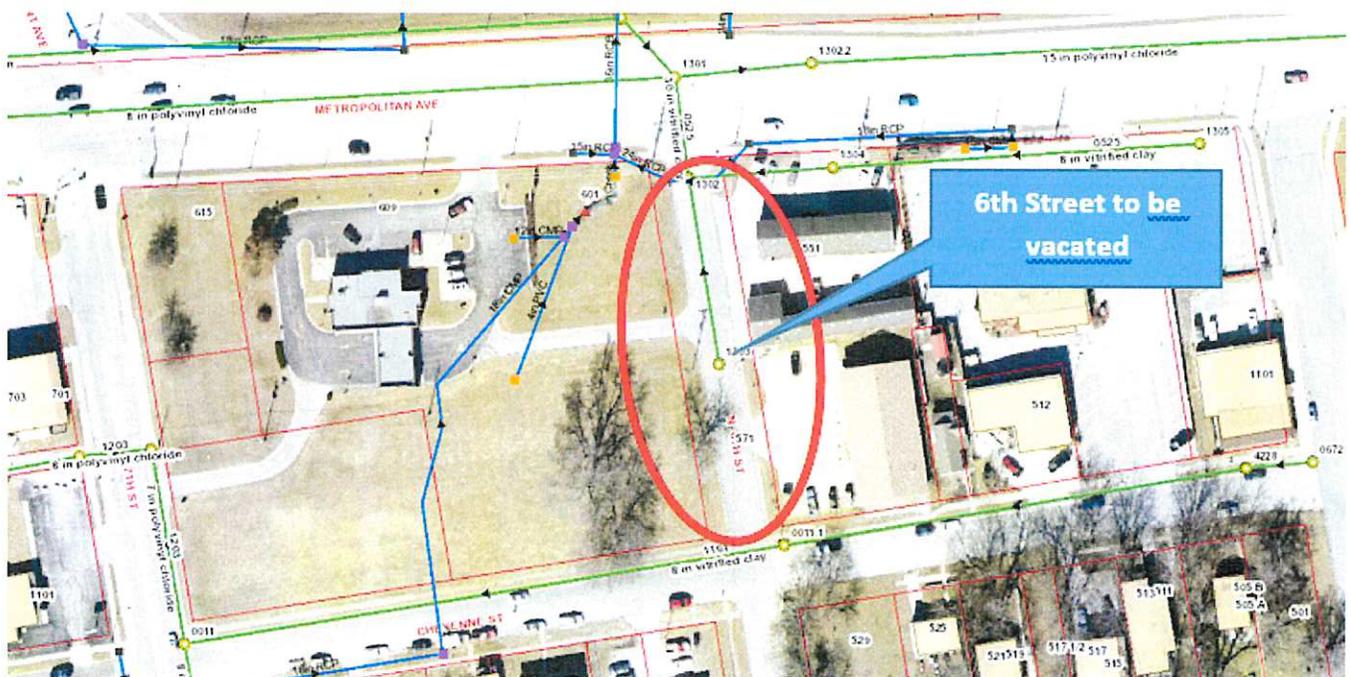
ISSUE:

Consider an ordinance to vacate 6th Street between Metropolitan Avenue and Cheyenne Street

BACKGROUND:

Cadence Development is constructing the Fort Gate Marketplace Development in the 500 and 600 blocks of Metropolitan Avenue. The City has worked with Cadence to resolve issues of ownership and occupation of public property for this project. One key item is that publicly owned property associated with alleys and streets is required to be vacated so that tracts can be consolidated.

Utility companies have rights that allow them to use the alleys and streets for their systems. When the property is vacated, it is necessary to reach an accommodation with all authorized users of the property. This is typically done by retaining a utility easement after the vacation and having an agreement to relocate utilities or similar measure.



Vacation of 6th Street required coordination with the following utilities:

- Sanitary Sewer
- Leavenworth Waterworks
- ATT Phone
- ATT Fiber Optic
- Kansas Gas

All property owners adjoining 6th Street and utility companies were notified of this proposed action.

Cadence has accommodated all existing utilities with a combination of retaining utility easements and creating new easements. City attorney and staff have reviewed these agreements and utility easements and recommend approval.

POLICY:

The City Commission reviews proposed street and alley vacations. Staff generally supports such requests if they facilitate a greater public purpose such as development meeting City requirements. City Commission generally does not vacate streets or alleys unless all utility companies have come to agreement with the developer regarding relocation and similar issues.

FINANCING:

There are no significant costs to the City.

RECOMMENDATION:

Staff recommends that the City Commission vacate all of 6th Street between the north line of Cheyenne Street and the south line of Metropolitan Avenue.

ATTACHMENTS:

Ordinance
Vacation Petition
Utility Correspondence

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

ORDINANCE NO. _____

AN ORDINANCE VACATING ALL THAT PART OF 6th STREET RIGHT OF WAY LYING BETWEEN BLOCK G, LEAVENWORTH CITY AND BLOCK 97 DAY & MACAULAY'S BETWEEN CHEYENNE STREET AND METROPOLITAN AVENUE, IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AMENDING APPENDIX C, ARTICLE I, STREET VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES AND SUBJECT TO ACCEPTANCE OF THE PROPOSED UTILITY EASEMENT.

WHEREAS, a petition for a vacation of all that part of 6th Street right of way lying between Block G, Leavenworth City and Block 97, Day & Macaulay's between Cheyenne Street and Metropolitan Avenue in the City of Leavenworth, Leavenworth County, Kansas; and

WHEREAS, the petition included the proposed utility easements which have been modified as to the agreements with the utility companies involved; 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 September 4, 2020 stating that a petition has been filed in the office of the City Clerk praying for such vacation, describing the property fully and setting October 13, 2020 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 and giving instructions to all persons interested to 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 the utility easement described in Exhibit B; and

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

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

Section 1. Those certain streets, road, alleys, or rights-of-way, as previously platted or otherwise, and being more fully described and depicted in Exhibit A, are hereby vacated.

Section 2. Notwithstanding the foregoing, such vacation is contingent and depending upon, contemporaneously herewith, the delivery, dedication, and recording of those certain easements as more particularly described on Exhibit B, which easements shall be deemed to survive and/or be effective notwithstanding the above-described vacation, and are intended to replace such easement rights as may have existed prior to such vacation.

Section 3. 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 _____ day of October 2020.

{Seal}

Myron J. "Mike" Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

Exhibits A to Ordinance xxxx

EXHIBIT A STREET VACATION

All that part of 6th Street right of way, in the city of Leavenworth, Leavenworth County, Kansas lying between Block G, LEAVENWORTH CITY and Block 97, DAY & MACAULAY'S and between Cheyenne Street and Metropolitan Avenue more particularly described as follows:

Beginning at the Southwest corner of said Block G; thence South 78°46'13" West a distance of 60.00 feet to the Southeast corner of said Block 97; thence North 11°13'47" West, along the West line of said Block 97, a distance of 262.51 feet to a point of intersection with the South right-of-way line of Metropolitan Avenue, as it now exists; thence along said South right-of-way line, North 85°02'02" East a distance of 60.36 feet to a point of intersection with the West line of said Block G; thence along the west line of said Block G, South 11°13'47" East a distance of 255.92 feet to the Point of Beginning, containing 15,553 square feet, or 0.357 acres, more or less.

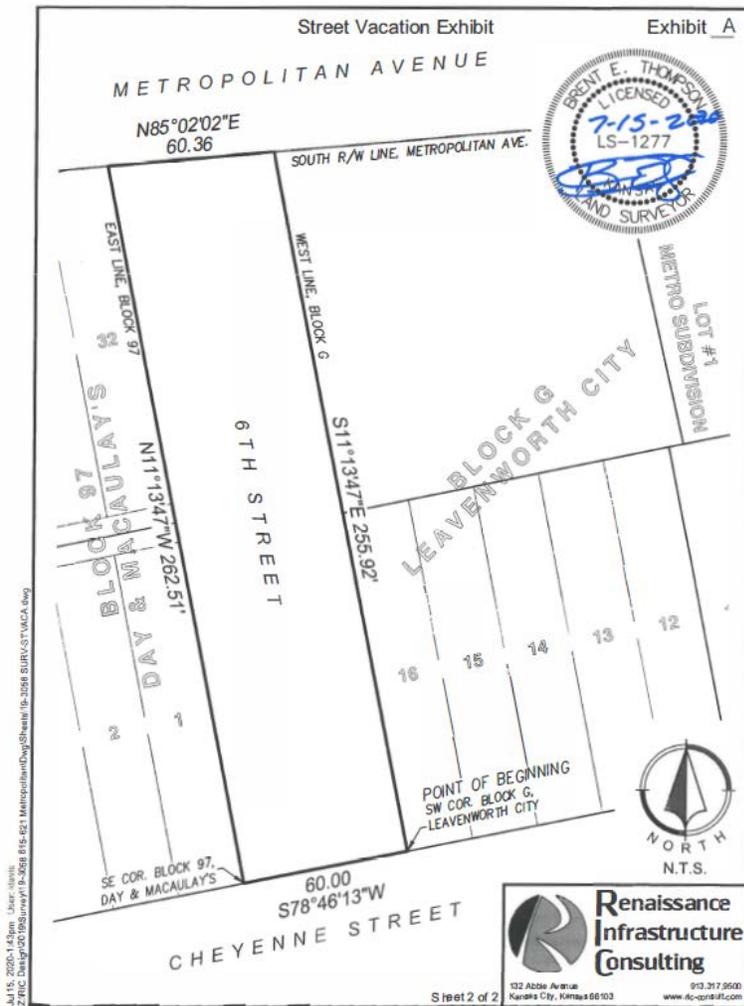


EXHIBIT B

RECORDING COVER SHEET

Title of Document: General Utility Easement

Date of Document: _____, 2020

Grantor: Fort Gate Properties, LLC, a Kansas limited liability company

Grantor's Mailing Address: 7939 Floyd Street
Overland Park, KS 66204

Grantee: City of Leavenworth, Kansas

Grantee's Mailing Address: City of Leavenworth, Kansas
Attn: City Clerk
100 N. 5th Street
Leavenworth, KS 66048

Legal Description: See Exhibit A attached hereto

Reference Book and Page(s): N/A

After recording return to:
M. Kevin Lee
Polsinelli PC
900 W. 48th Place, Ste. 900
Kansas City, MO 64112

GENERAL UTILITY EASEMENT AGREEMENT

THIS GENERAL UTILITY EASEMENT AGREEMENT (this “Agreement”) is made and entered into, effective as of _____, 2020 (the “Effective Date”), by and between FORT GATE PROPERTIES, LLC, a Kansas limited liability company (“Grantor”), and the CITY OF LEAVENWORTH, KANSAS, a municipal corporation organized according to Kansas law (“Grantee”).

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property situated in the City of Leavenworth, Leavenworth County, Kansas, as legally described on Exhibit A and generally depicted on Exhibit B (the “Easement Area”), attached hereto and incorporated herein; and

WHEREAS, Grantee has requested from Grantor, and Grantor is desirous of granting to Grantee, a perpetual, non-exclusive easement over, under, and through the Easement Area for the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of, conduits, water, gas, sewer pipes, wires, surface drainage facilities, ducts, cables and appurtenances thereto, excluding any overhead lines (collectively, the “Utilities”), in any part of the Easement Area, including the right to clean, repair, replace and care for the Utilities, and for any reconstruction and future expansion of the Utilities within the Easement Area together with a right of access to the Easement Area and over the Easement Area for said purposes.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), of the above-referenced recitals, of the mutual promises contained herein, of the benefits to be derived from the construction and maintenance of any and all Utilities in the Easement Area, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, Grantor and Grantee hereby agree as follows:

1. **Grant of Permanent Utility Easement.** Grantor does hereby grant to Grantee forever a perpetual, non-exclusive easement over, under, and through the Easement Area for the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use, of, the Utilities, in any part of the Easement Area, including the right to clean, repair, replace and care for the Utilities, and for any reconstruction and future expansion of the Utilities within the Easement Area together with a right of access to the Easement Area and over the Easement Area for said purposes.

2. **Maintenance.** Following completion of the initial construction of any and all Utilities and upon completion of any subsequent maintenance, repair or replacement thereof, Grantee, its agents and employees, and successors and assigns, shall restore the surface of the Easement Area to as near as possible to the original condition existing prior to any such activities by Grantee, its agents and employees, and successors and assigns, and shall be responsible for making any repairs made necessary due to any damage caused by such activities.

3. **Duration; Assignment.** The rights and obligations set forth in this instrument shall run with the land and be binding upon the successors and assigns of Grantor and Grantee. The rights of Grantee under this Easement may be assigned, in whole or in part, by Grantee.

[Remainder of page intentionally left blank]

EXHIBIT A

Legal Description of Easement Area

All that part of the North Fractional portion of Block G, together with Lot 16, Block G, LEAVENWORTH and Lots 1 through 7, inclusive and Lot 38, vacated Sioux Street and 6th Street and all that part of the alley vacated by Resolution No. 6551, all in Block 97, DAY AND MACAULAY'S SUBDIVISION; all in the City of Leavenworth, Leavenworth County, Kansas more particularly described as follows:

Beginning at the Northwest corner of Lot 1, METRO SUBDIVISION, a subdivision in said City of Leavenworth; thence South 12°48'14" East, along the West line of said Lot 1, a distance of 10.09 feet to a point on a line 10 feet distant and parallel with the South right-of-way line of Metropolitan Avenue; thence along said parallel line, South 85°02'02" West a distance of 112.13 feet; thence leaving said parallel line, South 10°00'14" East a distance of 128.04 feet; thence South 78°39'07" West a distance of 10.83 feet; thence South 11°35'23" East a distance of 116.64 feet to a point being on the North right-of-way line of Cheyenne Street, as it now exists; thence South 78°46'13" West, along said North right-of-way line, a distance of 220.45 feet; thence leaving said North right-of-way line, North 11°05'16" West a distance of 10.00 feet to a point on a line 10 feet distant and parallel with said North right-of-way line; thence North 78°46'13" East, along said parallel line, a distance of 162.91 feet; thence North 13°17'02" West a distance of 139.86 feet; thence North 10°05'52" East a distance of 113.01 feet; to a point on the South right-of-way line of Metropolitan Avenue, as it now exists; thence North 85°02'02" East, along said South right-of-way line, a distance of 185.42 feet to the Point of Beginning, containing 20,015 square feet, more or less.



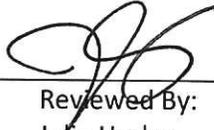
POLICY REPORT

Amending the CDBG Annual Action Plan 2019-20

October 13, 2020



Prepared By:
Mary Dwyer
Community Development
Coordinator



Reviewed By:
Julie Hurley
Director, Planning and
Community Development



Reviewed By:
Paul Kramer
City Manager

DISCUSSION

In order to accept and allocate the CARES Act funds, second allocation (\$119,897) awarded to the City to combat the effects of COVID-19, the City must amend their CDBG Annual Action Plan (AAP) 2019-20.

The Annual Action Plan will be amended as follows: Public Service Agency Support will be increased by \$108,897 for COVID relief; and \$11,000 will be added to Administration.

FINAL COPY:

Certifications to be signed by the Mayor will be added to the plan before submission to HUD. The HUD submission will be electronic and printed. Printed copies will be distributed to the Leavenworth Public Library, and Community Development Department. Electronic copies will be sent to City website and recorded in Lazerfische.

RECOMMENDED ACTION

Motion to adopt or modify the resolution B-2266 adopting and authorizing the amendment of the Annual Action Plan 2019-2020 and approving the submission of the amended Annual Action Plan 2019-2020.

RESOLUTION NO. B-2266

A RESOLUTION AMENDING THE ANNUAL ACTION PLAN 2019-2020 APPROVED BY RESOLUTION B-2221 FOR THE CITY OF LEAVENWORTH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND AMMENDED BY RESOLUTION B-2247 TO UNDERTAKE AND ACCEPT AND ALLOCATE THE CARES ACT FUNDS SECOND ALLOCATION TO COMBAT THE EFFECTS OF COVID-19

WHEREAS, notice to hold a virtual public hearing on this 13th day of October 2020 was published in the official city newspaper on the 29rd day of September 2020; and

WHEREAS, the acceptance of the federally allocated City of Leavenworth CARES Act CDBG-CV funds (\$119,897) awarded to the City to combat the effects of COVID-19 requires amending the Annual Action Plan 2019-2020; and

WHEREAS, on May 5, 2020 Resolution B-2221 was amended by adoption of Resolution B-2247 by the Leavenworth City Commission; and,

WHEREAS, the Annual Action Plan shall be further amended to read: Public Service Agency Activities will be increased by \$108,897; and Administration will be increased an additional \$11,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. The City has met the requirements for citizen participation in preparation of these amendments and has allowed the opportunity for persons or agencies to comment on the amendments.

Section 2. The amended Annual Action Plan for July 1, 2019 through June 30, 2020 is hereby adopted as presented.

Section 3. The City is taking all necessary steps to analyze and take appropriate action to further fair housing goals as outlined in the regional Fair Housing Assessment.

Section 4. This resolution shall take effect from and after its passage as provided by law.

ADOPTED THIS 13^h day of October 2020.

Myron J. "Mike" Griswold, Mayor

{SEAL}

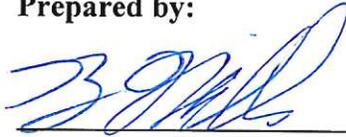
ATTEST:

Carla K. Williamson, CMC City Clerk

POLICY REPORT NO. 20-04
CONSIDER APPROVAL OF THE UNIFORM RENTAL BID #01PW-2020-05
Finance Department

October 13, 2020

Prepared by:



Brandon Mills
Deputy Finance Director

Reviewed by:



Ruby Maline
Director of Finance



Paul Kramer
City Manager

ISSUE:

Consider approval of the uniform rental bid with Ace Image Wear in the amount of \$28,185.04.

BACKGROUND:

The City of Leavenworth provides work uniforms to the employees of Solid Waste, Wastewater Operations, Streets, and Parks Divisions. Uniforms ensure that employees are readily identifiable to the public as they have the City Emblem and Employee names on them.

Information on the bid specifications was sent to six (6) companies. The bid opening was held September 11, 2020 with two (2) responsive bidders as shown below:

Company	Location	Bid Amount	Meets Specifications
Ace Image Wear	Kansas City, MO	\$28,185.04	YES
Cintas	Dallas, TX	\$37,241.36	YES
Clean	Kansas City, MO	Not Read	N/A
Unifirst	Kansas City, MO	Not Read	N/A

STAFF RECOMMENDATIONS:

Staff recommends the City Commission approve the award of the employee uniform services to Ace Image Wear in the amount of \$28,185.04. Ace Image Wear is the lowest bidder. Bid specifications were developed through meetings with members of the various divisions. The term of the contract is for three years if agreeable to both the City and the uniform provider.

Each employee with a five-day workweek receives:

- 11 long sleeve shirts
- 11 short sleeve shirts
- 11 pairs of jeans
- 2 jackets

Supervisors may customize their own uniform set which may include long sleeves, polo shirts, jeans and/or jackets.

POLICY:

The City Commission usually awards bids to the lowest bidder.

BUDGET IMPACT:

Uniform rental is budgeted annually by each division/department in their respective uniform rental accounts.

POLICY REPORT PWD NO. 20-46

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT WITH AFFINIS CORPORATION FOR THE 2021 PAVEMENT MANAGEMENT PROGRAM

City Project No. 2020-942

October 13, 2020

Prepared By:



Michael G. McDonald, P.E.,
Director of Public Works

Reviewed By:



Paul Kramer,
City Manager

ISSUE:

Consider approval of the contract with Affinis Corporation for the design of the 2021 Pavement Management Program (PMP).

BACKGROUND:

Staff used the services of Stantec in 2019 to re-evaluate the pavement condition of City streets. The 2019 Stantec Pavement Summary Report was used by staff and the design engineers as a guide for the future Pavement Management Programs. The goal is to improve street conditions with an emphasis on bringing the City's overall street PCI (Pavement Condition Index) rating up to a range of 65 – 75 (fair to satisfactory).

During the budget process for 2020, the Commission increased funding for the PMP beginning in 2020 and for future years. The total design/construction/inspection budget for the 2020 program is \$2,000,000 with a focus on more structural repairs.

The design contract with Affinis Corporation for the 2020 Pavement Management Program included a component to produce an overview of a 3-year street proposal with an emphasis on the years of 2020 and 2021. The 2020 Program will be completed in October 2020.

It is proposed to continue the same general mix of projects into 2021 using the three-year outlook as a guide. Staff will present recommended streets and parking lot repairs for the 2021 program at a future Commission meeting prior to completion of the final project plans.

The attached Scope of Services and Fee Schedule for the 2021 Pavement Management Program are based on the review by the City Commission at the May 26, 2020 meeting. In general the work to be completed in the 2021 Program is shown below.

○ City Lot Repairs (or less)	\$185,000
○ 2021 Mill & Overlay -	\$1,650,000
○ 2021 Other PMP actions -	\$40,000
○ <u>2022 PMP Design -</u>	<u>\$105,000</u>
	\$1,980,000

The proposed contract will include the following:

- Identify streets and prepare plans for the streets included in the 2021 PMP
- Complete plans for improvements to parking lot(s) identified for the 2021 PMP

Affinis has performed the evaluation, design, and cooperative inspection services for the past programs since 2010. The contract does not include a scope and fee for inspection services. Staff anticipates inspection work will be performed with City forces.

RECOMMENDATION:

Staff recommends approval of the design services contract with Affinis Corporation in an amount not to exceed \$88,500 for the 2021 Pavement Management Program.

ATTACHMENT:

Affinis Design Contract

Client name: City of Leavenworth, Kansas

Job No.: _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made as of the _____ day of _____ 20____, by and between City of Leavenworth, Kansas, its successors and assigns, hereinafter called the CLIENT, and Affinis Corp., a Missouri Corporation, hereinafter called the CONSULTANT.

WITNESSETH, that whereas the CLIENT intends to construct certain improvements as described below, hereinafter called the PROJECT, consisting of the following:

Design and Bidding Services for the 2021 Pavement Management Program Project No. 2020-

AND WHEREAS the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related engineering services in connection with the PROJECT, and necessary funds for payment of said services are available.

NOW THEREFORE, the CLIENT and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by the CONSULTANT and the payment for those services by the CLIENT, as set forth below.

The CONSULTANT will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this AGREEMENT applies and will give consultation and advice to the CLIENT during the performance of its services.

Part A—CONSULTANT's Responsibilities

The CLIENT and CONSULTANT have agreed to a list of Basic Engineering Services the CONSULTANT will provide to the CLIENT as outlined in EXHIBIT A of this AGREEMENT.

Part B—CLIENT's Responsibilities

The CLIENT shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1. Designate in writing a person to act, as CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT's services for the PROJECT.
2. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations.
3. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
4. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Scope of Services (except to the extent provided otherwise in Part A), the following:

- data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - appropriate professional interpretations of all of the foregoing;
 - environmental assessment and impact statements;
 - property, boundary, easement, right-of-way, topographic and utility surveys;
 - property descriptions;
 - zoning, deed and other land use restriction
- all of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.
5. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
 6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
 7. Furnish approvals and permits from regulatory and governmental authorities having jurisdiction over the PROJECT as well as such approvals and consents from others as may be necessary for completion of the PROJECT.
 8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT; such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Contractor(s); such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract; and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 9. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
 10. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
 11. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Part C and EXHIBIT B of this AGREEMENT or other services as required.

Part C—Additional Services of the CONSULTANT

If mutually agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will furnish or obtain from others additional services. EXHIBIT B provides a list of possible additional services that can be provided but are not part of the CONSULTANT's Basic Engineering Services. The CONSULTANT can provide such additional services or the CONSULTANT, if necessary; can arrange to obtain such services for CLIENT.

Compensation for additional services will be as outlined in Part E of this AGREEMENT.

Part D—Timeliness of Performance

The CONSULTANT acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this AGREEMENT in a manner consistent with that schedule, as provided in EXHIBIT C hereto. The CLIENT understands, however, that the CONSULTANT's performance must be governed by sound professional practices.

Part E—Payment to the CONSULTANT for Services Rendered

The CLIENT will pay the CONSULTANT for all services rendered hereunder as follows:

1. The CLIENT agrees to pay the CONSULTANT as maximum compensation **\$88,500.00** for the scope of services as defined in Exhibit A. The compensation will be billed detailing the position, hours and appropriate hourly rates (which include overhead and profit) for CONSULTANT's personnel classifications and Direct Non-Salary Costs.
2. The term "Direct Non-Salary Costs" shall include the CONSULTANT payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the CLIENT at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the CLIENT.
3. All billings must be submitted monthly for all services rendered in the previous month. The CONSULTANT will invoice the CLIENT on forms approved by the CLIENT. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
4. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the CLIENT and the CONSULTANT prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

If Additional Services are required and approved by the CLIENT, the cost for such additional services shall be paid based on the CONSULTANT's billing rate schedule attached as EXHIBIT D, or compensation shall be negotiated for such services and the fee shall be increased. CONSULTANT shall bill the CLIENT no more than monthly based on the billing terms as outlined in Part E above. The maximum not to exceed fee shall not be exceeded unless authorized in writing by supplemental agreement between the CLIENT and CONSULTANT.

Part F—General Consideration

1. Standard of Care

Services provided by the CONSULTANT under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. Insurance

During the terms of this AGREEMENT, the CONSULTANT shall provide evidence of insurance pursuant to EXHIBIT E. Additionally, the CONSULTANT agrees to maintain continuous professional liability coverage for a period of two years following substantial completion.

3. Termination

Either party may terminate this AGREEMENT by **ten (10)** days written notice. Notification will be by registered mail. If this AGREEMENT is terminated during the progress of the work, the CONSULTANT shall be paid for services rendered on the basis set forth in Part E—Payment to CONSULTANT, but the amount paid shall not exceed a sum determined by multiplying the maximum fee by the percentage of completion. Any previous partial payments made shall be credited to any terminal payment due the CONSULTANT.

4. Successors and Assigns

The CLIENT and the CONSULTANT each bind itself and its partners, successors, executors,

administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither the CLIENT nor the CONSULTANT will assign, sublet or transfer its interest in this AGREEMENT without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the CLIENT and the CONSULTANT.

5. Controlling Law

This AGREEMENT is to be governed by the laws of the State of Kansas.

6. Codes and Standard Compliance

The CONSULTANT shall exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, standards and laws in effect as of the date of Preliminary Plan submittal.

7. Ownership of Instruments of Service

The CLIENT acknowledges the CONSULTANT's reports, plans, specifications, field data, notes and other documents, including all documents on electronic media as instruments of professional service. Those instruments of service prepared under this AGREEMENT are the property of the CONSULTANT, but a reproducible set shall be furnished to the CLIENT, if requested.

8. Opinion of Probable Construction Cost

Since the CONSULTANT has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost for the PROJECT provided for herein are to be made on the basis of his experience and qualifications and represents his best judgment as a CONSULTANT familiar with the construction industry, but the CONSULTANT cannot and does not guarantee that proposals, bids or the PROJECT construction cost will not vary from opinions prepared by him or her.

9. Jobsite Safety

The CONSULTANT will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

10. Dispute Resolution

All questions in dispute under this AGREEMENT shall be submitted to non-binding mediation. On written notice of either party to the other of the decision to submit any dispute under this AGREEMENT to mediation, each party shall designate a representative and shall meet within five (5) days after the service of the notice. The parties themselves shall attempt to resolve the dispute within ten (10) days after meeting.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

Any third party mediator designated to serve in accordance with the provisions of this AGREEMENT shall be disinterested, shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction process.

The procedure outlined in this Section is an "informal" process aimed at resolving disputes between the parties to the AGREEMENT as expeditiously as possible.

11. Information Provided by Others

The CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to the CONSULTANT such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the

accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information the CLIENT is providing.

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

AFFINIS CORP.

CITY OF LEAVENWORTH, KANSAS

By _____
Kristen E. Leathers-Gratton

By _____

Title _____
President

Title _____

ATTEST: _____

ATTEST: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A**Scope of Services and Schedule, Attachment A****General:**

The purpose of this scope is to use the pavement condition indices (PCI) provided from the pavement assessment database to develop a possible lists of streets to be included in the program. The program will include a variety of pavement preservation and maintenance methods. The approximate project budget is \$1.75 million. The 2021 Pavement Management Program will include specified parking lot improvements and pavement marking for City arterials. The bid package shall include a base bid and an alternate bid. The work in the alternate bid may be constructed if bids, construction, and budget allow.

The design shall be for the following:

2021 Pavement Management Program

Pavement Management: A preliminary list of locations for mill and overlay has been determined using the pavement condition index provided by Stantec in 2019 and input from the City. Streets or street segments are subject to change based on budget allocation and updated bid pricing data. Design and plans will be prepared using aeriels and City GIS. Anticipated construction budget is approximately \$1,750,000.

Develop a preliminary plan for the 2022 Pavement Management Program focused on PCI and recommended pavement preservation method. The plan will also include an estimate for probable construction costs.

Evaluate and recommend pavement preservation methods for cul-de-sacs and the associated construction costs based on the outcome of the pressure pave rehabilitation method performed with the 2020 Pavement Management Plan.

Parking Lot 1: (East of the Pullman Place Family Restaurant at 3rd Street and Cherokee Street) – potential for pavement repair, alley repair, resurfacing, curb and gutter repair, sidewalk repair, storm drainage, pavement marking, and BMPs. Design and plans will be prepared using topographic survey supplements with City provided aeriels and GIS. Anticipated construction budget is approximately \$100,000.

Pavement marking program (City-wide): – pavement marking for streets included in the 2021 Pavement Management Program and other streets identified by the City. Calculate the cost per centerline foot to replace the striping at specified locations provided by the City to determine how much of the striping can be replaced for the construction budget of approximately \$50,000.

1.0 Preliminary Design Phase:

1.01 Conduct a pre-design meeting.

1.02 Pavement management program review:

1.02.1 Review pavement ratings from 2019 automated pavement assessment performed by Stantec. Update the preliminary list of 2021 PMP streets as needed. Provide a preliminary street list for the 2022 paving program.

1.02.2 Review and evaluate alternative pavement preservation methods with associated costs to be constructed with the program. Propose and evaluate budget allocation for various pavement preservation methods for PCI ranges. Provide recommendations to City.

- 1.02.3 Determine quantity of striping that can be replaced for the City's pavement marking program budget based on an average cost per centerline foot.
 - 1.03 Conduct field reconnaissance to evaluate and identify:
 - 1.03.1 Issues determined in the concept phase
 - 1.03.2 Need for drainage improvements
 - 1.03.3 Need for full depth pavement repairs
 - 1.03.4 Need for sidewalk replacement
 - 1.03.5 Location for new sidewalk
 - 1.03.6 Need for curb and gutter replacement
 - 1.03.7 Need for and limits of driveway replacement
 - 1.03.8 Need for which type of ADA ramps
 - 1.03.9 Utility locations and conflicts.
 - 1.04 Provide utilities with map of streets in program and schedule of proposed improvements. Coordinate with utilities to determine any conflicts between their projects and City project.
 - 1.05 Prepare a project cover sheet.
 - 1.06 Prepare plan sheets for:
 - 1.06.1 Street and parking lot rehabilitation/reconstruction using topographic survey and supplemented with City planimetric/GIS mapping and available utility information shown.
 - 1.06.2 Pavement marking will be prepared for the streets within the 2021 Pavement Management Program and streets identified by the City for restriping. All program related pavement markings will be included in the 2021 Pavement Management Program bid package.
 - 1.06.3 Plan sheets will be 22"x34" for full-size (can be reduced to 11"x17" for half-size).
 - 1.06.4 Centerline will be assumed and shown on plan sheets.
 - 1.07 Prepare typical sections.
 - 1.08 Perform quality assurance review.
 - 1.09 Submit three half-size sets and one full-size set of preliminary plans to City for review.
 - 1.10 Submit one half-size set to utility companies requesting comments and verification of potential conflicts.
 - 1.11 Conduct a field check with City.
 - 1.12 Update front end documents, technical specifications and bid items as discussed in the after-action review (AAR) of the 2020 Pavement Management Program. These updates will be used as the standard for all City projects.
 - 1.13 Prepare a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 20 percent and include a list of alternative streets.
 - 1.14 Attend two (2) progress meetings and one (1) utility meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.
 - 1.15 Attend one Commission meeting, if needed.
- 2.0 Final Design Phase**
- 2.01 Address City's preliminary plan review comments.

- 2.02 Prepare project manual.
- 2.03 Prepare final plans and details.
- 2.04 Perform quality assurance review.
- 2.05 Submit three (3) half-size sets of final plans and specifications for City review
- 2.06 Submit one (1) half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 2.07 Coordinate with utilities on their relocation or maintenance work that will impact the proposed improvements. Request utility plans and construction schedule.
- 2.08 Prepare a final opinion of probable construction cost, including a list of alternative streets.
- 2.09 Prepare all bid documents using the City's standard documents.
- 2.10 Attend one (1) progress meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.
- 2.11 Attend one Commission meeting if needed.

3.0 Bidding Phase

- 3.01 Provide the City and plan room with a notice to bidders for publication and distribution.
- 3.02 Provide bid documents to electronic plan room for distribution to potential bidders.
- 3.03 Attend one (1) pre-bid meeting and assist bidders with questions regarding the project.
- 3.04 Prepare and distribute pre-bid meeting notes and addenda prior to bid opening.
- 3.05 Prepare and submit an engineer's estimate and bid tab sheet.
- 3.06 Attend one (1) bid opening.
- 3.07 Attend pre-construction meeting and prepare meeting notes. Provide contractor and utilities with bid sets of plans.
- 3.08 Attend one Commission meeting if needed.

4.0 Construction Services Phase:

- 4.01 The scope of services for construction services phase of the program shall be determined prior to beginning construction.

EXHIBIT B**Possible additional services**

The following list of services are NOT part of the CONSULTANT's Basic Scope of Services but may be required for successful completion of the PROJECT. Additional services may include but are not limited to:

1. Assisting in the preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to check the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant change in the general scope, extent or character of the PROJECT or its design.
4. Preparing documents for alternate bids requested by CLIENT for Contractor(s)' work which is not executed or documents for out-of-sequence work.
5. Services required preparing to award more prime construction contracts than were anticipated at the time of entering into this AGREEMENT.
6. Services during out-of-town travel required of CONSULTANT other than visits to the site or CLIENT's office as required in EXHIBIT A.
7. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
8. Providing construction staking for the contractor(s) as well as other special field and office surveys such as boundary surveys.
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.
10. Full-time or periodic on-site construction observation services.
11. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
12. Identify applicable governmental permits, other than storm water permits and land disturbance permits for the construction of the boulevard, necessary for execution of the PROJECT and assist in obtaining such permits. Such permits may include but are not limited to wetlands permits and cultural resource permits.
13. Services to mitigate wetlands or other permitting issues are NOT a part of the Basic Scope of Services and if required shall be done under an approved change order.
14. Traffic engineering services or analysis.
15. Providing legal descriptions for any temporary easements, permanent easements and/or rights-of-way.

EXHIBIT C

Project Schedule

2021 Pavement Management Program:

The scope of services for the Final Design Phase shall be completed by January 11, 2021.

The scope of services for the Bidding Services Phase, except for pre-construction meeting, shall be completed by March 9, 2021. The project shall bid for three (3) weeks and be advertised to bid by February 9, 2021.

EXHIBIT D

Affinis Corp
2020 Billing Rate Schedule

Professional Services	Billing Rate
Principal	\$260.00
Senior Project Manager	\$240.00
Project Manager	\$195.00
Senior Engineer II	\$190.00
Senior Engineer I	\$180.00
Engineer III	\$165.00
Engineer II	\$140.00
Engineer I	\$130.00
Intern Engineer (IE) II	\$120.00
Intern Engineer (IE) I	\$110.00
Cost Estimator	\$135.00
Senior Cost Estimator	\$170.00
Construction Services Manager	\$135.00
Project Representative III	\$135.00
Project Representative II	\$110.00
Project Representative I	\$100.00
Design Technician II	\$150.00
Design Technician I	\$115.00
CADD Technician II	\$105.00
CADD Technician I	\$90.00
GIS Specialist	\$90.00
Land Surveyor III	\$180.00
Land Surveyor II	\$120.00
Land Surveyor I	\$110.00
Survey Crew Member II	\$105.00
Survey Crew Member I	\$85.00
One-Person Survey Crew	\$140.00
Project Related Support Services II	\$105.00
Project Related Support Services I	\$90.00
Equipment Charges	
Automobile Mileage	\$0.575/mile
Survey Vehicle Mileage	\$0.75/mile
Boat Rental	\$12.00/hour

EXHIBIT E**INSURANCE:**

The CONSULTANT shall secure and maintain such insurance as will insure the performance by the CONSULTANT of its obligations to protect, defend, indemnify and hold harmless CLIENT and officers and agents of the CLIENT and CONSULTANT respectively, as provided herein, and will protect them from claims under Worker's Compensation Acts; automobile liability for bodily injury(including death) or property damage; and general liability for bodily injury(including death) or property damage which may arise from and during operations under this contract, whether such operations be by itself or anyone directly or indirectly employed by it.

The CONSULTANT shall purchase and maintain in full force and effect during the term of this contract, insurance in a company or companies satisfactory to the CLIENT, but regardless of such approval, it shall be the responsibility of the CONSULTANT to maintain such coverage and shall not relieve CONSULTANT of any contractual responsibility or obligation. Insurance of the following types and with the following limits are required:

General Liability:

The minimum limits of liability for commercial general liability insurance shall be:

\$1,000,000 each occurrence for bodily injury or property damage;
 \$2,000,000 general aggregate with a per-project endorsement; and
 \$1,000,000 products/completed operations aggregate.

Each such policy shall include comprehensive fortes, contractual liability, independent CONSULTANTS, products/completed operations, inherently dangerous activities, premises-operations, broad form property damage, and personal injury coverage.

General Liability coverage shall name CLIENT as an Additional Insured on a primary basis, per the CG 2010 11/85 or its equivalent, or a combination of CG 2010 10-01 and CG 2037 10-31 (including products and completed operations). These coverage's shall provide protection for the CONSULTANT and the CLIENT against liability from damages because of injuries, including death, suffered by any person and liability from damages to property, arising from or growing out of the CONSULTANT's operations in connection with the performance of this contract. All insurance required by this contract shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance. Each policy shall also contain a severability of interest conditions and the insurance afforded by the CONSULTANT shall be primary insurance.

The CONSULTANT shall provide the CLIENT with a Certificate of Insurance, specifying CONSULTANT's insurance coverage and limits before any work is performed under this contract. A Certificate of Insurance shall also be provided upon each policy renewal. Certificates of Insurance shall be sent to CLIENT at the address stated herein. Such proof of insurance shall provide for ten (10) days prior written notice to the CLIENT before cancellation, termination or material change or modification of such insurance, unless longer advance notice is required by the CLIENT. Such notice shall be given to CLIENT at the address above noted. Consulting Engineer shall be listed as an additional insured on the

liability insurance policies. Upon request CONSULTANT shall furnish certified copies of any insurance policies listed in the Certificate of Insurance.

If CONSULTANT shall subcontract any of this work to a third party, CONSULTANT shall see to it that such third party maintains such insurance and shall furnish evidence thereof to CONSULTANT and CLIENT. Subconsultant shall cause all such policies of insurance to name CONSULTANT and CLIENT as additional insured's and provide indemnification for CONSULTANT and CLIENT against liability upon the risks insured thereby to the amount of the coverage specified therein for CONSULTANT.

If the CONSULTANT has a policy or policies of insurance with aggregate limits of liability CLIENT must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

CONSULTANT shall notify CLIENT in writing 10 days after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract. CONSULTANT shall notify CLIENT as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

All liability insurance shall be occurrence policies in a form acceptable to CLIENT. Claims-made policies are not acceptable.

Automobile Liability:

CONSULTANT shall obtain automobile liability insurance, which provides coverage for its owned, non-owned, and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be:

\$1,000,000 combined single limit for bodily injury and property damage

Workers Compensation:

Statutory

Employers' Liability:

\$100,000/\$500,000/\$100,000(each accident/disease-policy limit/disease-each employee)

Builders Risk/Installation (if required by CLIENT):

For direct physical loss or damage to covered property while under construction at the premises described in the declaration of the policy and per specifications. Limit of coverage is the contract bid to be in force for the duration of the project and until the project is accepted by the CLIENT. The CLIENT will be named additional insured.

Umbrella Coverage (if required by CLIENT):

An umbrella coverage will be required if the project costs are over \$2 million.

Professional Liability Coverage (if required by CLIENT or necessary for project):

\$1,000,000 each claim and \$1,000,000 aggregate. Professional liability policies are written on a claims-made basis.

Waiver of Subrogation:

CONSULTANT waives any and all subrogation claims, including such claims arising out of injuries to CONSULTANT's employees, against CLIENT, Engineer, and Consulting Engineer and their respective officers, directors, partners, employees and agents.

Indemnification – Professional Negligence

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

Indemnification – Non-professional Negligence

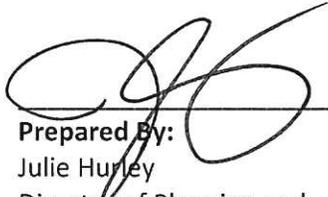
CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless, CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

POLICY REPORT
First Consideration Ordinance
2020-29 SUP
220 SPRUCE STREET

OCTOBER 13, 2020

SUBJECT:

A request for a Special Use Permit to allow the operation of a Child Care Center at 220 Spruce Street



Prepared By:
Julie Hurley
Director of Planning and
Community Development



Reviewed By:
Paul Kramer
City Manager

NATURE OF REQUEST

The applicant, Savannah Nelson, is requesting a Special Use Permit to allow the operation of Child Care Center in their home located at 220 Spruce Street. The property is currently zoned R1-6 (High Density Single Family Residential). Child Care Centers are allowed in the R1-6 zoning district with issuance of a special use permit. The applicant previously received approval of a Special Use Permit in 2018 to operate a Child Care Center in their home at 1922 5th Avenue. That structure was damaged by fire earlier this year, and the applicant has since relocated to the subject property and intends to continue her Child Care operations.

The applicant is licensed by the State of Kansas to care for a maximum of 12 children, dependent upon the ages of the children in care.

CONDITIONS OF DETERMINATION

In recommending approval of a special use, the Planning Commission may impose such conditions, safeguards and restrictions as may be necessary to carry out the general purpose and intent of the ordinance. The development regulations stipulate specific conditions as a requirement for the approval of Child Care Centers as follows:

1. Shall not be located along an arterial street as designated on the Major Street Plan Map unless indirect vehicular access to that street, such as with a frontage road is available. The City Planner, with the advice of the DRC, shall determine if the drop off and pick up arrangements of a childcare center or business appear safe. Appeal of any negative decision shall be to the City Commission.
The subject property is located along Spruce Street, which is classified as a Residential street.
2. Shall provide at least one hundred (100) square feet of open space per child. This open space shall be 100% enclosed by a minimum four (4) foot high fence or wall.

The subject property includes a back yard area of approximately 2,100 sqft., enclosed by a 4' chain link fence. The back yard is adjacent to an existing alley, and there is approximately 25' from the fenced area to the edge of the paved alley.

3. Shall provide a loading zone capable of accommodating at least two (2) automobiles for the easy picking up and discharging of passengers.

The subject property does not include a driveway or other paved off-street loading area. However, in the area of town in which the property is located, the majority of homes do not have a driveway or other off-street paved parking/loading area. There is ample on-street parking in front of the subject property, and access may be obtained off the rear alley if needed.

4. Shall conform to all requirements of the State of Kansas and shall acquire a State of Kansas Child Care Center License.

The applicants have provided a copy of their Group Day Care Home permit from the Kansas Department of Health and Environment.

5. All childcare centers operated in residential zoning districts shall be the only legal residence of the operator.

The home functions as the only residence of the operator/owner.

6. Childcare centers in residential districts may have one non-illuminated monument sign with no more than 3 square feet per side and a maximum of 2 sides or one non-illuminated sign affixed to the main structure of 3 square feet.

The applicant is currently displaying a yard sign in the front yard of the house, within the allowable signage area.

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.

Child Care Centers are an essential service to working parents in the community, and promote the economic development, welfare and convenience of the public.

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 Child Care Center 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 a residential structure.

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has not received any contact from notified property owners. The Planning Commission considered this request at the September 14, 2020 Planning Commission meeting and voted unanimously to recommend approval.

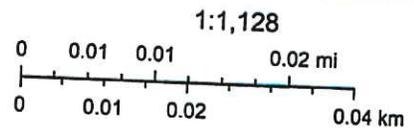
ACTION/OPTIONS:

- Place an ordinance on first consideration to approve the Special Use Permit request to allow a daycare operation at 220 Spruce Street.
- Deny the Special Use Permit request to allow a daycare operation at 220 Spruce Street.

2020-29-SUP



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Web AppBuilder for ArcGIS

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

ORDINANCE NO. _____

AN ORDINANCE ALLOWING A SPECIAL USE FOR A CHILD CARE CENTER TO BE LOCATED AT 220 SPRUCE STREET IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under the Development Regulations, Appendix A of the Code of Ordinances 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 Code of Ordinances of the City of Leavenworth, Kansas, and pursuant to K.S.A 12-757, held a public hearing on the 14th day of September, 2020 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 20th day of August 2020; 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 a child care center at 220 Spruce Street, Leavenworth, Kansas; and

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:

Lot 12, Block 8, Clark & Rees' Addition, City of Leavenworth, Leavenworth County, Kansas, and **more commonly referred to as 220 Spruce Street, Leavenworth, Kansas.**

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

- a.) A minimum of 1,200 square feet of open space 100% enclosed by a minimum 4' high fence or wall shall be provided and maintained in good condition;
- b.) To operate a childcare center for up to twelve (12) children;
- c.) A copy of the permanent Child Care Center License shall be provided annually upon renewal by the State of Kansas; and
- d.) No additional home occupations may be carried out at the resident; and
- e.) Annual payment of Special Use Permit.

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 _____, 2020.

Myron J. "Mike" Griswold, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT
First Consideration Ordinance
2020-28 REZ
619 S. 4th Street

OCTOBER 13, 2020

SUBJECT:

A request to rezone the property located at 619 South 4th Street from OBD, Office Business 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 619 S. 4th Street from OBD, Office Business District, to GBD, General Business District. The office building was previously occupied by American Family Insurance and has been vacant for 5 to 6 years. Development, Inc. purchased the property in October 2019.

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 American Family Insurance office building, which is currently vacant. To the south is "Leavenworth Laundromat". To the southeast is a single-family home. To the west is "First United Methodist Church". To the northwest is the "First Presbyterian Church". To the north is a single family home. To the east is a single-family neighborhood. The subject property is located along South 4th Street, which is classified as arterial street and designed to handle a high volume of traffic.

- b) The zoning and use of properties nearby;

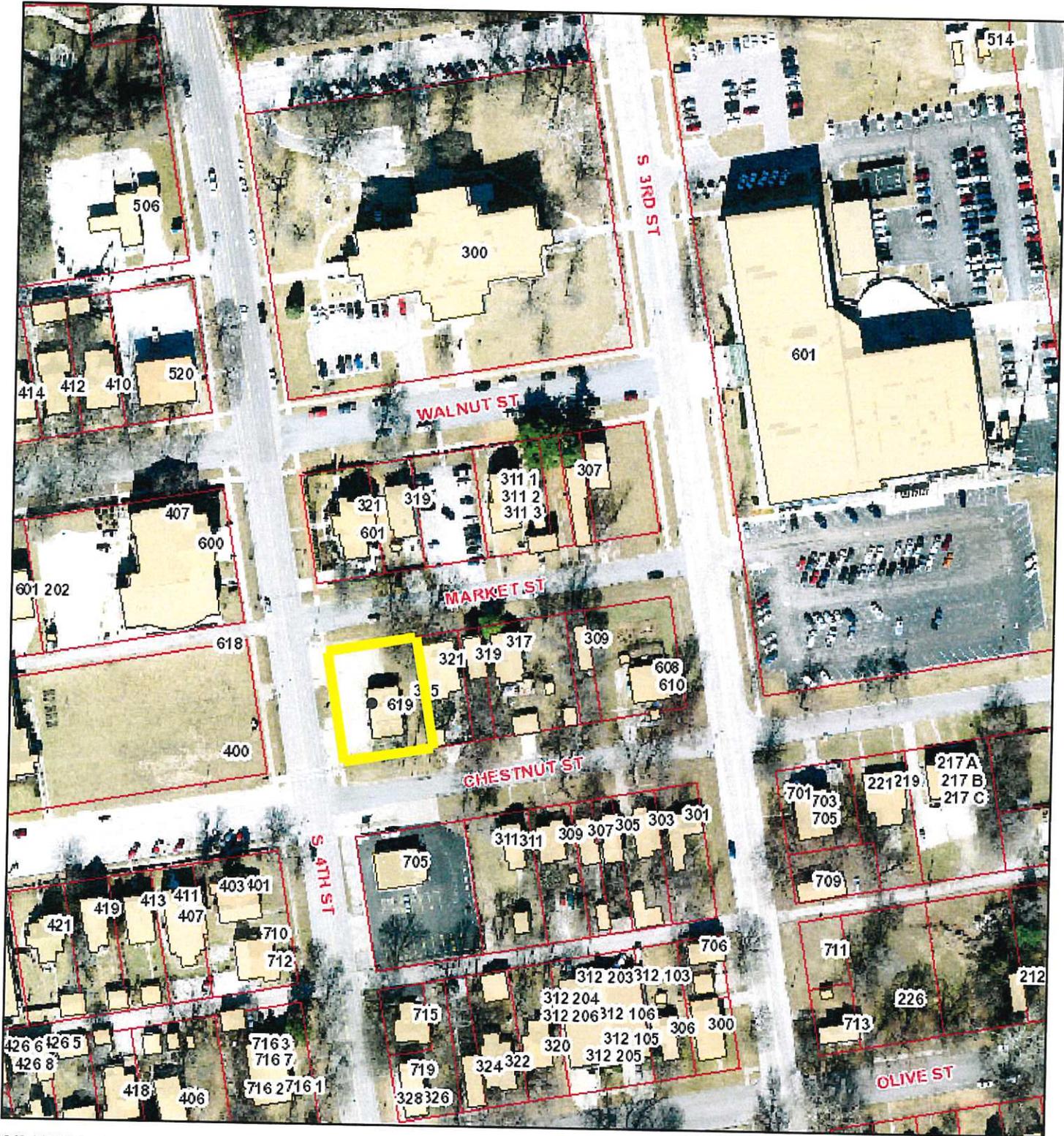
To the south of the subject property is a laundromat, zoned NBD (Neighborhood Business District). To the southeast is a single-family home, zoned R1-6 (High Density Single Family Residential District). To the west is church "First United Methodist Church" zoned OBD (Office Business District). To the northwest is a church "First Presbyterian Church" zoned OBD (Office Business District). To the north is a single-family home, zoned OBD (Office Business District). To the east is a single-family residential neighborhood zoned R1-6 (High Density Single Family District. OBD (Office Business District). The remainder of the neighborhood consists of single-family homes zoned R1-6, High Density Single Family District and other NBD, Neighborhood Business District.

- c) The suitability of the subject property for the uses to which it has been restricted;
The subject property was built in 1970, and has always functioned as an office building. As a major commercial corridor leading into Downtown Leavenworth, this particular location is well suited for commercial uses.
- 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 office space prior to the current owner. 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 an office business district use since construction in 1970. The last remaining tenant vacated the building approximately 5 to 6 years ago.
- 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 economic development by allowing for the commercial use of a currently vacant office building, adding to the tax base of the City.
- 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 619 4th Street from OBD to GBD
- Deny the rezoning request for 619 4th Street from OBD to GBD

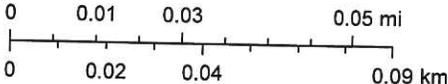
Aerial Map



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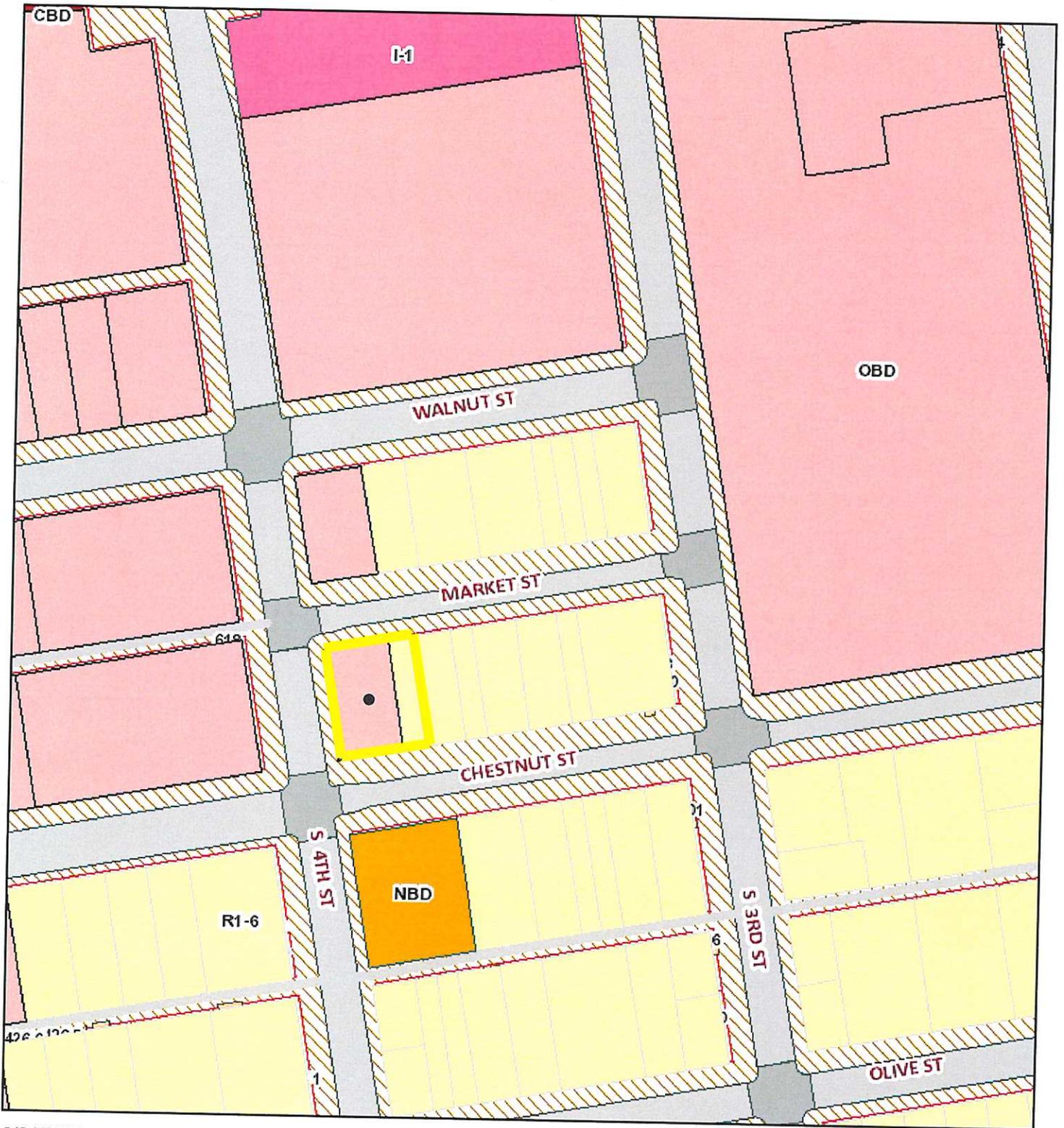
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- Override 1
- Buildings
- Parcels (City Owned)
- Parcels_Current
- Address (Points)
- Ortho 2018
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- East_of_River_Blank
- Streets
- Lansing City Limits



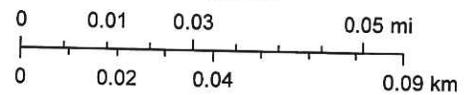
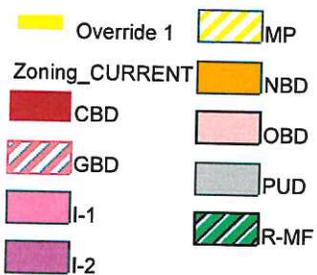
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Zoning Map



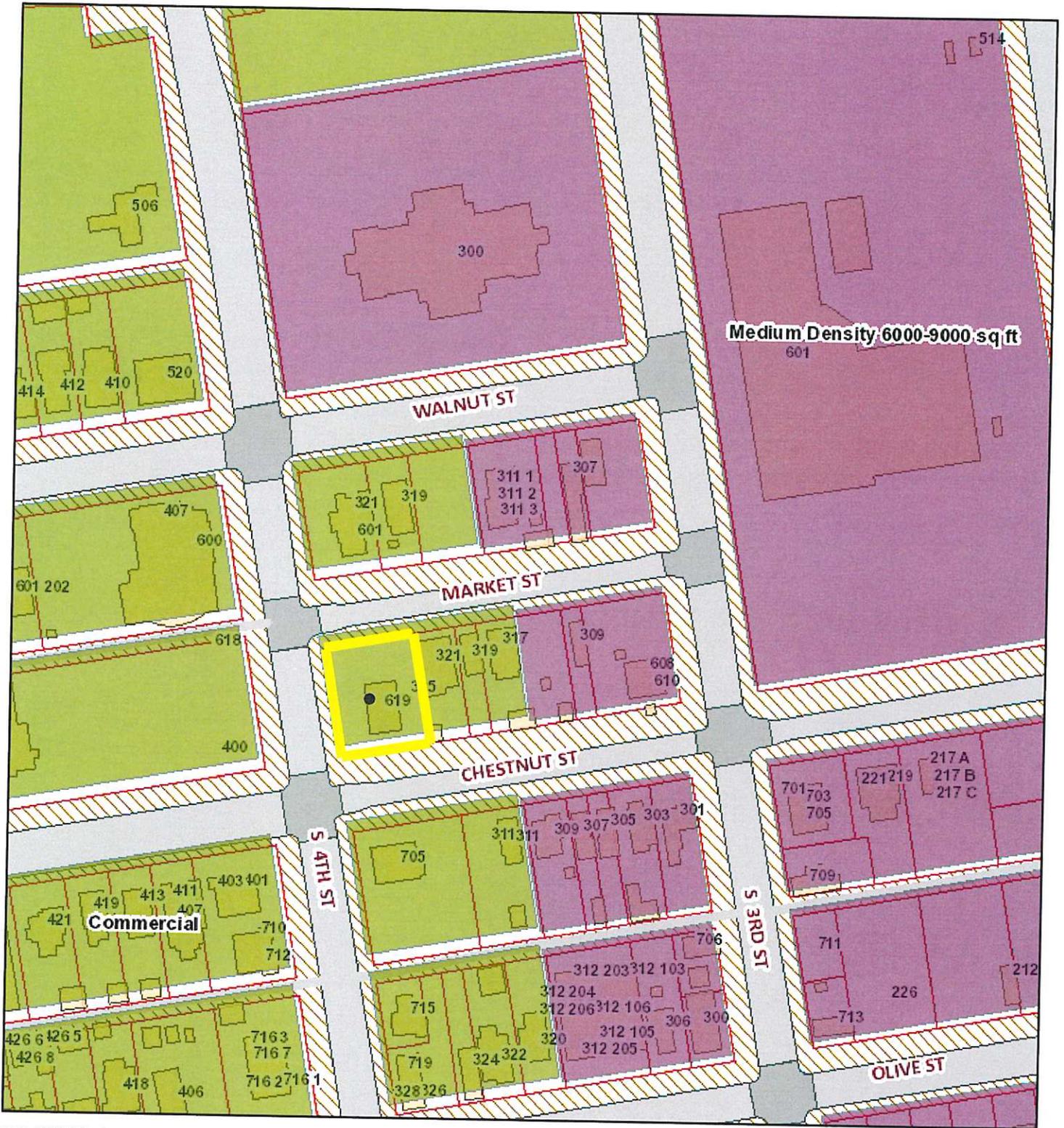
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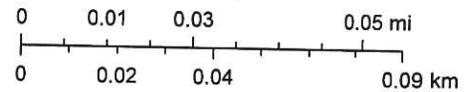
2010 Future Land Use Map



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- Override 1
- LV National Cemetary
- Future Land Use (Comp Plan 2010)
- Commercial
- Ft Leavenworth
- Industrial
- Institutional
- Low Density Residential 7500 - 14,000 sq ft
- Medium Density 6000-9000 sq ft
- Multi-Family
- Parks



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 619 S. 4TH STREET FROM OFFICE BUSINESS DISTRICT (OBD) TO GENERAL BUSINESS DISTRICT (GBD).

WHEREAS, under the Development Regulations, Appendix A of the Code of Ordinances 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 Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 14th day of September 2020 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 20th day of August 2020; 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 619 S. 4th Street, Leavenworth Kansas from Office Business District (OBD) 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:

PROPERTY A: LOTS 14, 15, AND 16, IN BLOCK 15, IN CLARK AND REES' ADDITION, CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AND, PROPERTY B: LOT 13, BLOCK 15, IN CLARK AND REES' ADDITION, CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AND **MORE COMMONLY REFERRED TO AS 619 S. 4TH STREET, LEAVENWORTH, KANSAS.**

Section 2: That the "Zoning District Map" adopted under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas shall be and the same is hereby amended 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