

BILL NO. _____

ORDINANCE NO. 2013-2

AN ORDINANCE APPROVING A CONTRACT FOR PROFESSIONAL PLANNING SERVICES BY AND BETWEEN THE VILLAGE OF LEAWOOD AND HARRY S TRUMAN COORDINATING COUNCIL (HSTCC), FOR AN INDEFINITE PERIOD; PROVIDING THE TERMS UNDER WHICH THE HSTCC WILL PROVIDE PROFESSIONAL PLANNING SERVICES TO THE VILLAGE; AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE SAID CONTRACT FOR AND ON BEHALF OF THE VILLAGE OF LEAWOOD.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LEAWOOD, NEWTON COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Contract For Professional Planning Services by and between the Village of Leawood, Missouri, and HSTCC, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "I", be and the same is hereby approved.

SECTION 2: That the Chairman of the Board of Trustees of the Village of Leawood is hereby authorized and directed to execute said Agreement for and on behalf of the Village of Leawood, Missouri.

SECTION 3: This Ordinance having been available for public inspection prior to its consideration by the Board of Trustees, and having been read by title twice prior to passage, shall become effective immediately upon its passage by the Board of Trustees.

APPROVED after final passage, this 17th day of September, 2013.

CHAIRMAN

ATTEST:

VILLAGE CLERK



Exhibit A

Leawood Comprehensive Planning Proposal

July 9, 2013

The Harry S Truman Coordinating Council would like to offer the following proposal for comprehensive planning services. We have been a leader in planning efforts in our region, including transportation planning and economic development services, since our reorganization in 1991. We have made every effort to provide your community with an effective yet highly efficient proposal that we feel will more than meet your needs.

PROCESS & TENTATIVE TIMELINE

Week 1 – 4: Organization and Information Gathering. The HSTCC staff will work with city staff and other local organizations to gather information pertinent to the planning effort. A Planning Committee composed of community volunteers will be established during this phase. (Estimated work hours: 100)

Week 5: Orientation Meeting. This public meeting of the Planning Committee will inform the community of the general purpose and process of planning. An initial public survey will be distributed to gather input on what the community's strengths and weaknesses are in order to begin identifying community goals. (Estimated work hours: 35)

Week 5 - 8: Stakeholder Interviews & Survey. Key "stakeholders" (commercial landowners, business owners, etc.) will be interviewed to determine their wants, needs, and individual plans for development and/or expansion of their individual interests. A survey will be distributed to residents of the community. (Estimated work hours: 40)

Week 9: Survey & Stakeholder Results Meeting. This meeting will begin the process of setting simple and concise goals for the community based on the survey results and gathered information. (Estimated work hours: 40)

Week 10: Objectives and Strategies Meeting #1. The HSTCC staff will provide suggestions to the committee for establishing objectives and strategies for each goal building off the previous meeting. (Estimated work hours: 35)

Week 11: Objective and Strategies Meeting #2. This will provide an opportunity to continue discussion of any remaining topics not covered by the previous meeting and fine tune all of the objectives and strategies. (Estimated work hours: 30)

Week 12 – 15: Writing the Plan. The HSTCC staff will write the full and complete document. (Estimated work hours: 140)

Week 16: Draft Plan Review. Comments will be received at the meeting and revisions made to the document based on public input. (Estimated work hours: 24)

Week 17: Final Plan Presentation. The Plan will be presented to the Planning & Zoning Commission for their comments and endorsement. (Estimated work hours: 20)

Next Board Meeting: Adoption of Plan. (Estimated work Hours: 10)

BUDGET

The HSTCC receives funding from a variety of sources. These sources include the Missouri Department of Transportation (MoDOT) for transportation planning services and the Federal Economic Development Administration (EDA) for economic development planning services. We have included planning assistance to local member communities in our annual budgets with these state and federal programs. While we are prevented from covering 100% of our costs with these funding sources, we are able to provide a substantial savings to your community through the use of their assistance as shown below.

We will agree to commit **474 hours** of two planning staff members and support staff based on the estimated work hours shown for each activity in the above timeline. Our billable rate of **\$30** is based on an estimated average of actual costs per hour for this project.

EDA Funding:	\$ 7,220 (51%)
MoDOT Funding:	\$ 2,000 (14%)
Local Funding:	<u>\$ 5,000 (35%)</u>

Total Project Cost: \$14,220

We will agree to limit the amount billable to the Village of Leawood to the amount of \$5,000 shown as local funding. If you are agreeable to the above proposal and its terms we will provide a separate contract for these services at your earliest convenience.

Thank you for this opportunity to serve your community. We look forward to a successfully completed project that should be a substantial asset to your community for many years to come.

Sincerely,

Harry Rogers
Executive Director
Harry S Truman Coordinating Council



Harry S Truman Coordinating Council

800 E. Pennell
Carl Junction, MO 64834

Office: (417)649-6400
Fax: (417)649-6409
www.hstcc.org

EXHIBIT I

AGREEMENT FOR COMPREHENSIVE PLANNING SERVICES BETWEEN THE VILLAGE OF LEAWOOD, MISSOURI AND HARRY S TRUMAN COORDINATING COUNCIL.

THIS AGREEMENT, made and entered into on this 2nd day of August, 2013, by and between the Village of Leawood, in the County of Newton, a Missouri municipality, hereinafter referred to as the “Village”, and by Harry S Truman Coordinating Council, hereinafter referred to as “HSTCC”, located at 800 E Pennell in Carl Junction, Missouri authorized herein by this agreement to provide the consultant planning and related technical and professional services for the Village:

I. SCOPE OF PROPOSED SERVICES

SPECIFIC CONSULTANT SERVICES – HSTCC agrees to perform the professional planning and technical consulting services and to provide the appropriate and necessary planning and technical documents and materials for the Village, which are more particularly described in the document incorporated by reference in this agreement as the attached “Exhibit A” Leawood Comprehensive Planning Proposal from HSTCC to the Village dated July 9, 2013, and the mutually agreeable Process & Timeline also in “Exhibit A.”

HSTCC agrees with the Village that time is of the essence for the Village and therefore, HSTCC shall design, create, and submit a proposed final Comprehensive Plan to the Planning Commission after eighteen (18) weeks of initiating the project.

II. GENERAL CONSULTANT SERVICES

HSTCC shall, for the Comprehensive Plan project, furnish to the Village all documents, materials, and equipment that are necessary and appropriate for HSTCC to timely provide the professional planning and technical consulting services, and to timely design, create, and submit a proposed complete Final Comprehensive Plan to the Planning Commission.

HSTCC shall review any current plans, promote and manage a platform for public discussion of the new Plan, create surveys as needed, hold a public forum, summarize input to develop action items for the new Plan, draft a preliminary Plan, create a proposed land-use map, and present information to the Commission and Board as needed or requested by the Village.

Since some of the services to be provided by HSTCC under this agreement may be financed in whole or part with Federal or State funds, the services, documents, materials, and equipment to be furnished by HSTCC shall comply with all applicable Federal and State laws and regulations.

III. GENERAL VILLAGE SERVICES

The Village agrees to provide, at no additional cost to HSTCC, any existing public information and open public records accessible to the Village that would be beneficial to assist HSTCC in providing

the Comprehensive Planning services, materials, and documents to aid in the timely design, creation, and submittal of a complete proposed Final Comprehensive Plan to the Planning Commission.

The Village shall assist in creating a public discussion about the future Plan and fulfill the requirements listed in Chapter 89 of the Missouri Revised Statutes.

IV. COMPENSATION

The Village agrees to pay, and HSTCC agrees to accept, compensation in accordance with the Leawood Comprehensive Planning Proposal dated July 9, 2013 noted as "Exhibit A" and incorporated by reference.

The Village shall pay a fixed compensation fee to HSTCC of \$5000 for the design, creation, and submission of a proposed Comprehensive Plan and services related to the completion of the Plan. A sum of \$2000 shall be paid by the Village to HSTCC within fifteen (15) days of entering into this agreement. The remaining portion (\$3000) shall be withheld by the Village until the terms of this agreement have been fulfilled and shall be compensated to HSTCC no later than thirty (30) days of the Village's adoption of the Comprehensive Plan as designed, created, and proposed by HSTCC.

Until final adoption by the Village Board, all materials, images, maps, text, and ideas in the Plan or related documents as designed or created by HSTCC are the sole property of HSTCC and may not be used by the Village, citizens, or representatives of the Village without the permission of HSTCC. Upon adoption, all elements of the Comprehensive Plan become public information and may be used in accordance with applicable Federal and State laws.

HARRY S TRUMAN COORDINATING COUNCIL

By: _____

Title: _____

By: _____

Title: _____

Date: _____

VILLAGE OF LEAWOOD, MISSOURI

By: _____

Title: _____

By: _____

Title: _____

Date: _____