



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

Call to Order – Pledge of Allegiance Followed by Silent Meditation

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

1. Minutes from November 26, 2019 Regular Meeting **Action:** Motion (pg. 3)
-

PRESENTATION:

2. Presentation to Outgoing Commissioner Larry Dedeke

2019 ELECTED COMMISSIONERS and GOVERNING BODY

3. Oath of Office given to 2019 Elected Officials (pg. 7)
4. Nominations for Terms December 10, 2019 through December 8, 2020 (pg. 9)
 - a. Mayor-term December 10, 2019 through December 8, 2020 **Action:** Motion
 - b. Mayor Pro-Tem-term December 10, 2019 through December 8, 2020 **Action:** Motion
 - c. Financial Claims Reviewer-term December 10, 2019 through December 8, 2020 **Action:** Motion

NEW BUSINESS:

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions- Please state your name and address)*

Public Hearings:

5. Public Hearing to Consider Petition to Vacate a Portion of an Alley in Block 4 Neely's Forest Addition (pg. 10)
 - 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. Public Hearing to Amend the 2019 Budget (pg. 19)
 - a. Open Public Hearing **Action:** Motion
 - b. Staff and Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. Motion to Consider Amendments to the 2019 Budget **Action:** Motion

General Items:

7. Consider Comprehensive Plan Proposals (Item tabled on November 26, 2019) **Action:** Motion (pg. 25)
8. Consider 2020 City Insurance Policy Renewal **Action:** Motion (pg. 26)
9. Consider 2020 Cereal Malt Beverage Licenses **Action:** Motion (pg. 30)
10. Cancellation of December 24, 2019 Regular Meeting **Action:** Motion (pg. 31)

Resolutions:

- 11. Resolution B-2240 Planters II Tenant Write-Off Accounts **Action:** Motion (pg. 32)

Bids, Contracts, and Agreements:

- 12. Consider Bids for Stubby Park Storm Drain Replacement Project **Action:** Motion (pg. 34)
- 13. Consider Contract with O’Neill Events & Marketing for 2020 City Event **Action:** Motion (pg. 37)

Consent Agenda:

Claims for November 23, 2019 through December 6, 2019, in the amount of \$1,311,307.05 ; Net amount for Longevity Pay effective November 29, 2019 in the amount of \$48,676.87 ; and Payroll #25 effective December 6, 2019, in the amount of \$338,719.61; (No Police & Fire Pension). **Action:** Motion

Other:

Adjournment **Action:** Motion



CALL TO ORDER - The Governing Body met in regular session and the following commission members were present: Mayor Jermaine Wilson, Mayor Pro-Tem Myron J. (Mike) Griswold, Commissioners Nancy Bauder, Larry Dedeke and Mark Preisinger.

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Finance Director Ruby Maline, Director of Planning and Community Development Julie Hurley, Public Information Officer Melissa Bower, Lathrop Gage Associate Ben Struby, (sitting in for City Attorney David E. Waters) and City Clerk Carla K. Williamson.

Mayor Jermaine Wilson called the meeting to order and opened the meeting with the pledge of allegiance followed by silent meditation

PRESENTATIONS:

Employee Service Awards 10 and 25 Year Awards:

10-Year Awards:

- Pamela Cline, administrative specialist
- Ted Glass, police sergeant I
- Paul Kramer, city manager
- Scott Lee, fire driver/operator (not present)
- Heather Vogel, police detective (not present)
- Reginald Williamson, water pollution control operator III

25-Year Awards:

- Mark Bryant, fire captain (not present)
- Roger Hundley, police sergeant II (not present)
- Patrick Kitarogers, solid waste equipment operator II

Others Recognized for Milestone Achievements:

15 Years of Service:

- Arianne Burgoon, police secretary
- Timothy Guardado, water pollution control assistant superintendent
- Lona Lanter, human resources director
- Tesh St. John, police detective

20 Years of Service:

- Erin Bartlett, fire battalion chief (not present)
- Andrew Brooks, admin battalion chief/fire marshal
- Bret Pursel, fire driver/operator (not present)

30 Years of Service:

- Cary Collins, deputy city clerk (not present)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Bauder moved to approve the minutes from the November 12, 2019 regular meeting as presented. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

NEW BUSINESS:

Citizen Participation: None

General Items:

Cancellation of Outstanding Checks Prior to 2018 – Finance Director Ruby Maline presented for approval cancellation of checks that remain outstanding after two years of issuance. In accordance with K.S.A. 10-816, the funds will revert to the City fund upon which such checks were drawn. If a check were presented for payment, the Finance Department would honor the payment and issue a new check.

Commissioner Griswold moved to approve the cancellation of checks prior to 2018. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Review of Dangerous and Unsafe Structures Given Extension at the October 22, 2019 Meeting - Director of Planning and Community Development Julie Hurley reviewed the properties on the demolition adopted by Resolution B-2220 on May 14, 2019. The properties have been given various extensions to allow for completion of needed work.

1021 S. 2nd Street-Single family house

- Work is ongoing, no new permits issued

Consensus: remove from demolition list

305 N 2nd Street-Single family house

- No visible change, no new permits issued
 - Commissioners Bauder and Dedeke were in favor of removing from list
 - Commissioners Preisinger and Griswold were in favor of keeping on the list
 - Code Enforcement will try to make contact again with the property owner

After discussion Consensus: additional 90-day extension

326 Osage-Single family house

- No visible change, active permits for electrical work and interior renovations
 - Code Enforcement will try to make contact again with the property owner

After discussion Consensus: additional 90-day extension

400 N 5th Street

- 2-story residential structure-Work is ongoing, active permit for siding, roof and windows

Representative of the owner - Mark Swope 2406 2nd Ave

- Has another window to install
- Obtained a lift to reach the window for installation
- Has some of the siding but not all to complete the work
- Some other windows to be replaced all others to be re-mounted
- Deciding on what to do with the door
- Maybe 3 months before the owner is back in town
- Soffits replaced
- Has replaced a portion of the roof
 - Commissioner Griswold not in favor of giving anything beyond an additional 90 days
 - Concerned about blight on the neighborhood
 - Commissioner Preisinger asked about the owner and possibly hiring a contractor to complete the job

After discussion Consensus: additional 90-day extension

Commissioner Preisinger moved to proceed with the properties as agreed by consensus of each property discussed. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Comprehensive Plan Proposal and Authorize Staff to enter into an Agreement: City Manager Paul Kramer stated that the two firms gave presentations to the Commission at the November 19, 2019 Study Session.

Mayor Wilson recommended tabling the item and review at a future meeting. There was a consensus by the Commission to table the item.

Mayor's Appointment-Community Development Advisory Board:

Mayor Wilson moved to appoint to the Community Development Advisory Board, Sonya S. Gordon to an unexpired term ending August 31, 2020. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Board of County Commissioners Bridge Study Funding/Support Request – City Manager Paul Kramer presented a letter from the Leavenworth Board of County Commissioners dated November 12, 2019 asking for two things. (1) A commitment of funds for a preliminary feasibility study for a bridge “somewhere between McIntyre Road and Eisenhower Road in Lansing and on the Missouri side of Highway 152.” (2) A letter of support for the project to be used in future funding requests to local, regional, state or federal entities. Commissioner Dedek asked City Manager Kramer what the cost of the feasibility study for the Centennial Bridge. Mr. Kramer stated the KDOT study was 1.2 Million.

Leavenworth County Commissioner Jeff Culbertson addressed the City Commission to discuss support for the bridge. At this time, the County is not looking for funding commitments but rather support for the study of a new bridge.

The City Commission discussion included the following:

- Question on the amount of \$50,000 for a feasibility study; Centennial Bridge Study done by KDOT was \$1.2 Million
- Why is the focus on McIntyre Road and Eisenhower Road area; why not Highway 5 or other areas
- How will this impact Centennial Bridge plans and traffic on other roads
- Should be a task force and upfront analysis to determine the problem and impact to involve all stakeholders

City Manager Kramer:

- We don't want to drag our feet but also no need to rush on a decision or project of this scope
- Has been on several task forces
- Representative and stakeholder should meet and discuss the needs and then recommendations and timelines
- Facilitator to keep on track

Consensus by the Commission to have the City Manager prepare a letter supporting transportation needs of the county but not focusing on a specific area or predetermined project.

CONSENT AGENDA:

Commissioner Bauder moved to approve claims for November 9, 2019 through November 22, 2019, in the amount of \$1,059,956.21; Net amount for Payroll #24 effective November 22, 2019, in the amount of \$355,145.63; (Includes Police & Fire Pension in the amount of \$11,572.36). Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Adjournment:

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

Time Meeting Adjourned 8:19 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT
OATH OF OFFICE
2019 ELECTED CITY COMMISSIONERS**

DECEMBER 10, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

The oath of office will be given to the City Commissioners elected by the people of Leavenworth on the 5th Day of November 2019.

BACKGROUND:

Per the City Code of Ordinances Section 2-19:

At each regular city election, there shall be elected two commissioners for a four-year term, and one commissioner for a two-year term. The candidates receiving the largest and second largest number of votes shall be elected for four-year terms, and the candidate receiving the third largest number of votes shall be elected for a two-year term commencing the first Tuesday in December following certification of the election.

Nancy Bauder and Camalla M. Leonhard will serve (4) four-year terms expiring on December 12, 2023 and Mark Preisinger will serve a (2) two-year term expiring on December 14, 2021.

ATTACHMENT:

- November 5, 2109 General Election Results

Janet Klasinski
Leavenworth County Clerk
300 Walnut, Leavenworth, KS 66048

PHONE: 913-684-0422
FAX: 913-680-1489
EMAIL: jklasinski@leavenworthcounty.org

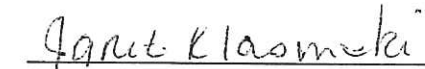
November 12, 2019

Carla Williamson
Leavenworth City Clerk
100 N. 5th Street
Leavenworth, KS 66048-1970

I, Janet Klasinski, County Election Officer of Leavenworth County, Kansas, do hereby certify the election results from the General Election held on the 5th day of November, 2019 for Leavenworth City:

City Commission:	Nancy D. Bauder	1,345
	Camalla M. Leonhard	1,235
	Mark Preisinger	1,115
	Annette Hamilton	900
	Michael L. Lay	767
	Christopher A. Murphy	720
	Jerry Hansen	709
Waterworks Board:	Christi A. Norris	1,930
	Storm Savage	1,663

Witness my hand and seal this 12th day of November 2019.



Janet Klasinski
County Election Officer

cc: Waterworks Dept.

POLICY REPORT
MAYOR, MAYOR PRO-TEM AND FINANCIAL CLAIMS REVIEWER
NOMINATIONS

DECEMBER 10, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ACTION:

Nominations for Mayor, Mayor Pro-Tem and Financial Claims Reviewer:

1. Mayor – December 10, 2019 to December 8, 2020 **Action:** Motion
2. Mayor Pro-Tem – December 10, 2019 to December 8, 2020 **Action:** Motion
3. Financial Claims Reviewer–December 10, 2019 to December 8, 2020 **Action:** Motion

POLICY REPORT PWD NO. 19-58

CONSIDER PETITION TO VACATE PORTION OF ALLEY IN BLOCK 4
NEELY'S FOREST ADDITION


December 10, 2019

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider an ordinance to vacate a portion of the alley in Block 4 - Neely's Forest Addition.

BACKGROUND:

The Trinity Evangelical Lutheran Church has acquired all property in this block and is requesting that the alley be vacated to support their long-term site improvements. The attached drawings and legal description provide specific information on the request.

All property owners adjoining the alley and utility companies were notified of this proposed action

Utility companies are permitted to use the public alleys for their infrastructure. The City has a sewer line in this alley. All other utility companies had no concerns over this vacation. It is proposed that a utility easement be retained where the alley currently exists.

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 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 a portion of the alley in Block 4 - Neely's Forest Addition retaining a utility easement for the existing sanitary sewer line.

ATTACHMENTS:

Vacation Petition
Utility Correspondence

(Summary Published in the Leavenworth Times on _____, 2019)

ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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

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

(See attached Exhibit).

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

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

{Seal}

Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

VACATION EXHIBIT

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

PREPARED FOR:

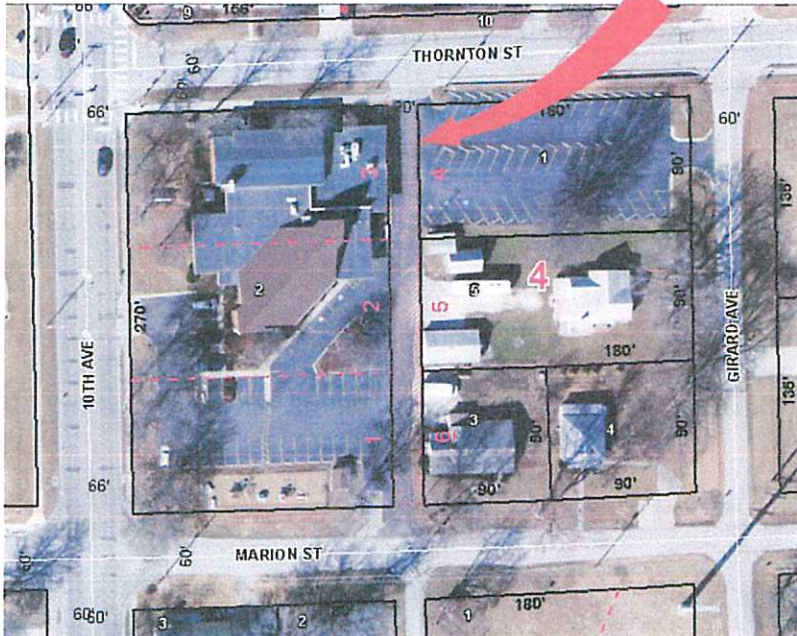
Trinity Evangelical Lutheran Church
2101 10th Avenue
Leavenworth, KS 66048

Vacation Description -

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

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

20' ALLEY
to be vacated

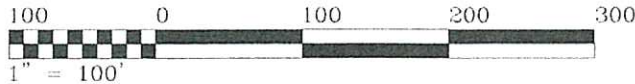


NOTE:

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



Scale 1" = 100'



K-19-TrinityLutheran
November 1, 2019

Herring Inc. (d/b/a)
HERRING
SURVEYING
& COMPANY

315 North 5th Street, Leav. KS 66048
Ph: 913.651.3858 Fax 913.674.5381
Email - survey@teamcash.com



THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY



November 27, 2019

AT&T
4501 Brewer Place
Leavenworth, Kansas 66048

Attn. Jennifer Taylor

RE: Street and Alley Vacation, 2101 10th Ave., Leavenworth, Kansas

This office has received the attached request to Vacate the alleyway bisecting Lots 1-6, Block 4 of Neely's Forest Addition, a subdivision of land in the City of Leavenworth, Leavenworth County Kansas (more fully described in the attached Legal Description provided).

The intent is for future development and any/all utilities will need to be removed and/or relocated to serve the future development.

Please review the attached documents and indicate your wishes below.

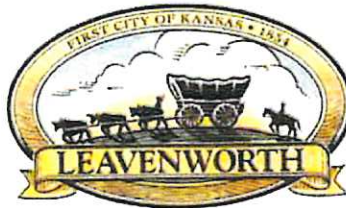
- No objection to the request.
- Objection to the request for the following reason/reasons.

Jennifer Taylor OSP Design Engineer 11/15/19
Authorized Representative Date

We would appreciate your reply no later than 3:00 p.m., Dec. 5, 2019. You may scan your response and Email to Jstewart@firstcity.org or Fax it to 913-682-1512 Thank you in advance for your timely consideration of this matter.

Justin Stewart – Sr. Engineering Technician

File: 2101 10th Ave.



November 15, 2019

Kansas Gas, ONEOK
2720 Second Ave.
Leavenworth, Kansas 66048

Attn. Scott Evans

RE: Street and Alley Vacation, 2101 10th Ave., Leavenworth, Kansas

This office has received the attached request to Vacate the alleyway bisecting Lots 1-6, Block 4 of Neely's Forest Addition., a subdivision of land in the City of Leavenworth, Leavenworth County Kansas (more fully described in the attached Legal Description provided).

The intent is for future development and any/all utilities will need to be removed and/or relocated to serve the future development.

Please review the attached documents and indicate your wishes below.

- No objection to the request.
- Objection to the request for the following reason/reasons.

Scott Evans
Authorized Representative

11-15-2019
Date

We would appreciate your reply no later than 3:00 p.m., Dec. 5, 2019. You may scan your response and Email to Jstewart@firstcity.org or Fax it to 913-682-1512 Thank you in advance for your timely consideration of this matter.

Justin Stewart – Sr. Engineering Technician

File: 2101 10th Ave.



November 15, 2019

Evergy Energy
2720 Second Ave.
Leavenworth, Kansas 66048

Attn: Jon, Hain

RE: Street and Alley Vacation, 2101 10th Ave, Leavenworth, Kansas

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Please review the attached documents and indicate your wishes below.

- No objection to the request.
- Objection to the request for the following reason/reasons.



Authorized Representative

11-15-19
Date

We would appreciate your reply no later than 3:00 p.m., Dec 5, 2019. You may scan your response and Email to Jstewart@firstcity.org or Fax it to 913-682-1512 Thank you in advance for your timely consideration of this matter.

Justin Stewart – Sr. Engineering Technician

File: 2101 10th Ave.



November 18, 2019

Charter
8221 W. 119th St.
Overland Park, Kansas 66213

Attn: Steve Baxter

RE: Street and Alley Vacation, 2101 10th Ave., Leavenworth, Kansas

This office has received the attached request to Vacate the alleyway bisecting Lots 1-6, Block 4 of Neely's Forest Addition, a subdivision of land in the City of Leavenworth, Leavenworth County Kansas (more fully described in the attached Legal Description provided).

The intent is for future development and any/all utilities will need to be removed and/or relocated to serve the future development.

Please review the attached documents and indicate your wishes below.

- No objection to the request.
- Objection to the request for the following reason/reasons.

SPECTRUM MID-AMERICA, LLC
BY: [Signature] Communications, Inc. Its Manager
[Signature]
Authorized Representative Date 11/21/19

We would appreciate your reply no later than 3:00 p.m., Dec. 5, 2019. You may scan your response and Email to Jstewart@firstcity.org or Fax it to 913-682-1512 Thank you in advance for your timely consideration of this matter.

Justin Stewart – Sr. Engineering Technician

File: 2101 10th Ave.



November 15, 2019

Leavenworth Water Department
601 Cherokee
Leavenworth, Kansas 66048

Attn. Joel Mahnken

RE: Street and Alley Vacation, 2101 10th Ave, Leavenworth, Kansas

This office has received the attached request to Vacate the alleyway bisecting Lots 1-6, Block 4 of Neely's Forest Addition, a subdivision of land in the City of Leavenworth, Leavenworth County Kansas (more fully described in the attached Legal Description provided).

The intent is for future development and any/all utilities will need to be removed and/or relocated to serve the future development.

Please review the attached documents and indicate your wishes below.

- No objection to the request.
 - Objection to the request for the following reason/reasons.


Authorized Representative


Date

We would appreciate your reply no later than 3:00 p.m., Dec. 5, 2019. You may scan your response and Email to Jstewart@firstcity.org or Fax it to 913-682-1512 Thank you in advance for your timely consideration of this matter.

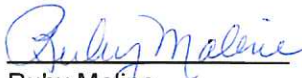
Justin Stewart – Sr. Engineering Technician

File: 2101 10th Ave.

Policy Report No. FIN-19-06
Proposed Amendments to the 2019 Budget
December 10, 2019

Prepared By:

Approved By:



Ruby Maline
Finance Director



Paul Kramer
City Manager

Issue:

This is to propose a republication of the 2019 budget increasing the expenditure authority to accommodate unanticipated expenditures for the following funds:

- Business & Technology Park Fund
- Storm Water Fund

According to K.S.A. 79-2929a, municipalities are authorized to amend budgets to spend money not in the original budget as long as it does not require additional tax levies.

Background:

In August 2018, the Commission approved and adopted the 2019 budget establishing the maximum expenditures for various funds and the amount of ad valorem taxes levied to provide funding for those expenditures.

According to Kansas Statutes, funds cannot exceed the expenditure authority without amending the budget. Budget amendments must be made from existing revenues and cannot require additional tax levies. Before proposing an amendment to the budget, there must be a notice of public hearing published in the local newspaper at least 10 days prior to the hearing.

A Notice of Public Hearing for amending the 2019 budget was recently published in the *Leavenworth Times*.

Due to circumstances that were not anticipated when the 2019 budget was originally published, the above mentioned funds will exceed their expenditure authority, however, additional revenues are available to support the increased expenditures.

Recommendation:

Staff recommends that the 2019 budget for the above mentioned funds be amended as proposed. The proposed amendments require no additional tax levies.

**Amended
Certificate
For Calendar Year 2019**

To the Clerk of Leavenworth County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Leavenworth, Kansas
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2019 Amended Budget		
			Amount of 2018 Tax that was Levied	Adopted 2019 Expenditures	Proposed Amended 2019 Expenditures
Fund	K.S.A.				
Bus & Technology Park		2			50.004
Storm Water Fund		3			1,250.004
Totals		XXXXXXXXXX	0	0	1,300.008
Summary of Amendments		4			

Attested date: _____

4

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

City of Leavenworth, Kansas

2019

Adopted Budget

Bus & Technology Park	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	0	475,527
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Interest on Idle Funds:		
Total Receipts	0	0
Resources Available:	0	475,527
Expenditures:		
Contractual Services	0	50,000
		4
Total Expenditures	0	50,004
Unencumbered Cash Balance December 31	0	425,523

City of Leavenworth, Kansas

2019

Adopted Budget

Storm Water Fund	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Charges for Services		1,350,000
Interest on Idle Funds		
Total Receipts	0	1,350,000
Resources Available:	0	1,350,000
Expenditures:		
Personnel		46,205
Contractual Services		4
Capital Outlay		1,000,000
Capital Reserves		203,795
Total Expenditures	0	1,250,004
Unencumbered Cash Balance December 31	0	99,996

**Notice of Budget Hearing for Amending the
2019 Budget**

The governing body of

City of Leavenworth, Kansas

will meet on the day of December 10, 2019 at 7:00 P.M. at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall and will be available at this hearing.

Summary of Amendments

Fund	2019 Adopted Budget			2019 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Bus & Technology Park			0	50,004
Storm Water Fund			0	1,250,004
			0	0
			0	0
			0	0
			0	0

Carla Williamson
Official Title: City Clerk

Explanation of Amendments

Business and Technology Park

The proposed amendment would provide spending authority for the maintenance of the Business and Technology Park.

Storm Water Fund

The proposed amendment would provide spending authority for Storm Water projects. At the time of publication, the Storm Water Fund was classified as a Capital Project Fund and therefore exempt from the Kansas Budget Law. During 2019, the fund was reclassified as an Enterprise Fund and is subject to Kansas Budget Law under K.S.A. 79-2925 - 79-2937.

State of Kansas
Amendment

2019

**Notice of Budget Hearing for Amending the
2019 Budget**

The governing body of

City of Leavenworth, Kansas

will meet on the day of December 10, 2019 at 7:00 P.M. at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2019 Adopted Budget			2019 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Bus & Technology Park			0	50,004
Storm Water Fund			0	1,250,004
			0	0
			0	0
			0	0
			0	0


Carla Williamson
Official Title: City Clerk

POLICY REPORT
Comprehensive Plan Update
Authorize Staff to Enter into Agreement

DECEMBER 10, 2019



Prepared By:
Julie Hurley
Director of Planning and
Community Development



Reviewed By:
Paul Kramer
City Manager

DISCUSSION:

On August 23, 2019, the City of Leavenworth released an RFQ to solicit proposals from firms to perform an update of the City's Comprehensive Plan. A total of 5 proposals were received by the deadline of October 3, 2019. A staff review committee consisting of City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Director of Planning and Community Development Julie Hurley, and City Planner Jacquelyn Porter reviewed the submittals and scored them against a list of criteria which had been published as part of the RFQ.

On November 19th, 2019, the two firms selected as finalists, Shockey Consulting and RDG Planning and Design, each gave a presentation to the Commission regarding their anticipated approach to the project. Examples of completed Comprehensive Plans from each firm have been distributed to the Commission for review. Staff is now asking for direction from the Commission to enter into negotiations for an agreement with one of the firms. This item was tabled from the 11/26 City Commission meeting.

Once staff has finalized an agreement with the selected firm, the agreement will come before the Commission for final approval.

ACTION/OPTIONS:

Consensus for staff to enter into an agreement with the selected firm for the Comprehensive Plan Update.

**POLICY REPORT
CONSIDER RENEWAL OF
COMMERCIAL INSURANCE PACKAGE FOR 2020**

DECEMBER 10, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

ISSUE:

To approve the renewal of the City's Commercial Insurance Package effective January 1, 2020.

BACKGROUND:

The rate for 2020 will increase by 20% due to payouts of claims against the City most notably the wrongful death claim from 2017, which was settled this year. The policy premium will increase from \$425,445 to \$522,389. OneBeacon Insurance has provided insurance coverage to the City of Leavenworth since January 2014.

The City's insurance broker, Mike Reilly will review the renewal rate history, loss summary, efforts to secure quotes from other companies and answer any other questions the Commission may have.

ACTION:

Motion to approve the renewal of the 2020 commercial insurance package with OneBeacon in the amount of \$522,389.00.

ATTACHMENTS:

- Premium Summary
- Renewal rate History
- City of Leavenworth Loss Summary

PREMIUM SUMMARY

DESCRIPTION OF COVERAGE	ONE BEACON PREMIUM 2019-20	ONE BEACON PREMIUM 2020-21
Property & Earthquake	\$131,543	\$157,902
Commercial Inland Marine	\$ 12,348	\$ 15,558
Commercial General Liability	\$ 78,270	\$ 96,743
Crime	\$ 99	\$ 158
Commercial Automobile	\$131,037	\$160,551
Public Officials E & O	\$ 72,148	\$ 91,477
Law Enforcement Liability	\$ Incl	\$ Incl
Public Entity Employment Practices Liability	\$ Incl	\$ Incl
Package Total	\$425,445	\$522,389

One Beacon Insurance
Renewal Rate History for City of Leavenworth

2015 – 6.1%

2016 – 1.0%

2017 – (9.5%)

2018 – 0.8%

2019 – 6.3%

2020 – 20%

6-year average = 4.11%

City of Leavenworth
Loss Summary
11/21/2019

	Auto	GL	Property/IM	Professional	Total
2014	4,286		91,112		\$ 95,398
2015	7,887		20,972	218,085	\$ 246,944
2016	210,418		21,698	5,024	\$ 237,140
2017	132,497	1,805	32,400	1,048,197	\$ 1,214,899
2018	12,914	2,285			\$ 15,199
2019	54,701		54,820		\$ 109,521
	422,703	4,090	221,002	1,271,306	\$ 1,919,101
	422,703	4,090	221,002	1,271,306	\$ 1,919,101


**POLICY REPORT
CEREAL MALT BEVERAGE LICENSE FOR 2020**

DECEMBER 10, 2019

PREPARED BY:


Mariah Lietzen
Receivable/License Coordinator

REVIEWED BY:


Carla K. Williamson, CMC
City Clerk

REVIEWED BY:


Paul Kramer
City Manager

ISSUE:

Request approval of Cereal Malt Beverage Licenses to be effective January 1, 2020.

BACKGROUND:

The following establishments have made application for a Cereal Malt Beverage license and have paid the applicable fee.

Establishment/Name	Address	Consumption
Abe's Place	5101 10 th Ave	ON
AZAD Inc dba 7-Eleven Store	701 Metropolitan Ave	OFF
Casey's Retail Store #1261	2004 Spruce St	OFF
Casey's Retail Store #2609	950 Eisenhower Rd	OFF
Casey's Retail Store #2826	2100 S 4 th St	OFF
CVS Pharmacy #5268	390 Limit St	OFF
Diamond Oil 2	1031 Metropolitan Ave	OFF
Dillon's #40	720 Eisenhower Rd	OFF
Eddie's Grocery	1101 Spruce St	ON
Four B dba Price Chopper	2107 S 4 th St	OFF
GOJRA LLC dba K7 Stop	300 N 4 th St	OFF
Hometown Store	111 N Broadway St	OFF
Little Bar	1431 10 th Ave	ON
Minit Mart #579	3122 S 4 th St	OFF
Murphy's USA #7486	1050 Eisenhower Rd	OFF
Star Gas	788 Spruce St	OFF
Towne Pub Restaurant	1001 Ottawa St	ON
Walgreens #12923	2900 S 4 th St	OFF
Walmart Store #26	5000 10 th Ave	OFF
Woody's Food Mart	700 Eisenhower Rd	OFF

STAFF RECOMMENDATION:

Staff recommends approval of 2020 Cereal Malt Beverage Licenses.

**POLICY REPORT
CANCELLATION OF THE
DECEMBER 24, 2019 REGULAR MEETING**

DECEMBER 10, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

Request cancellation of the December 24, 2019 Regular Meeting due to the Christmas Holiday.

BACKGROUND:

Section 2-52(e) of the City Code of Ordinances states:

Cancellation or modification. The city commission may cancel or modify any ordinarily established meetings by motion and approval by a majority of a quorum at any regularly scheduled or special meeting. Notwithstanding the foregoing, the mayor (and, in the absence of the mayor, the mayor pro tem), after consulting with the city manager, shall be authorized to cancel a meeting and make a temporary change in a meeting date when such actions are reasonably necessary due to reasons of health, safety, or welfare, or the known inability to obtain a quorum. Appropriate notice of such cancellation or change in meeting date shall be provided to the public and commission members.

RECOMMENDATION:

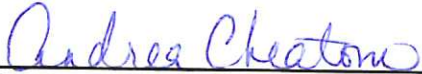
Staff recommends cancellation of the meeting on December 24, 2019. The cancellation will be posted on the doors of City Hall and on social media.

CITY COMMISSION ACTION:


Motion to Cancel the December 24, 2019 Regular Meeting.

**POLICY REPORT
RESOLUTION TO COLLECT UNCOLLECTIBLE TENANT ACCOUNTS
December 10, 2019**

PREPARED BY:


Andrea Cheatom, Housing Manager
Leavenworth Housing Authority

REVIEWED BY:


Julie Hurley, Executive Director
Director of Planning and Community
Development

APPROVED BY:


Paul Kramer
City Manager

ISSUE:

Consider a resolution removing six (6) tenant accounts from the rent register at Planters II.

RESOLUTION:

Past due rent or damage assessments are determined to be uncollectible for various reasons. Some tenants are deceased or have been moved to nursing homes and have no ability to repay. Others have moved from the forwarding address provided to the LHA. Attempts to find or otherwise recover the money have been unsuccessful. The Resolution deletes the accounts in accordance with the procedures to keep the Housing Authority's rent register current. The process is required by the U.S. Department of Housing and Urban Development (HUD) and is included in management policy resolutions adopted for the operation of Planters II.

This housekeeping function is performed about twice each year.

COMMISSION ACTION:

Motion to adopt the attached resolution deleting uncollectable tenant accounts.

RESOLUTION NO. B-2240

**A RESOLUTION AUTHORIZING CERTAIN TENANT ACCOUNTS
TO BE DELETED BY THE LEAVENWORTH HOUSING AUTHORITY
BOARD, CITY OF LEAVENWORTH, KANSAS.**

**BE IT RESOLVED BY THE LEAVENWORTH CITY COMMISSION ACTING AS THE
LEAVENWORTH HOUSING AUTHORITY COMMISSION, CITY OF LEAVENWORTH,
KANSAS:**

Section 1. The following tenant accounts are hereby deleted:

<u>Name</u>	<u>Amount</u>
Robert Cochran	\$55.00
Earl Davidson	\$1,830.58
Marvin Goracke	\$2,400.31
Dick Mathis	\$218.69
Jerry McCluskey	\$91.15
Gary Riddle	\$496.50

Section 2. This action is required by program regulations for the operation of Planters II, the City's 105-unit elderly high-rise.

Section 3. This resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED this 10th day of December 2019.

Mayor

{SEAL}

ATTEST:

Carla K. Williamson, CMC
City Clerk

POLICY REPORT PWD NO. 19-57

CONSIDER LOW BID FOR CONSTRUCTION OF THE
STUBBY PARK STORM DRAIN REPLACEMENT PROJECT

City Project No. 2019-912

December 10, 2019

Prepared by:


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

Reviewed by:


Paul Kramer,
City Manager

ISSUE:

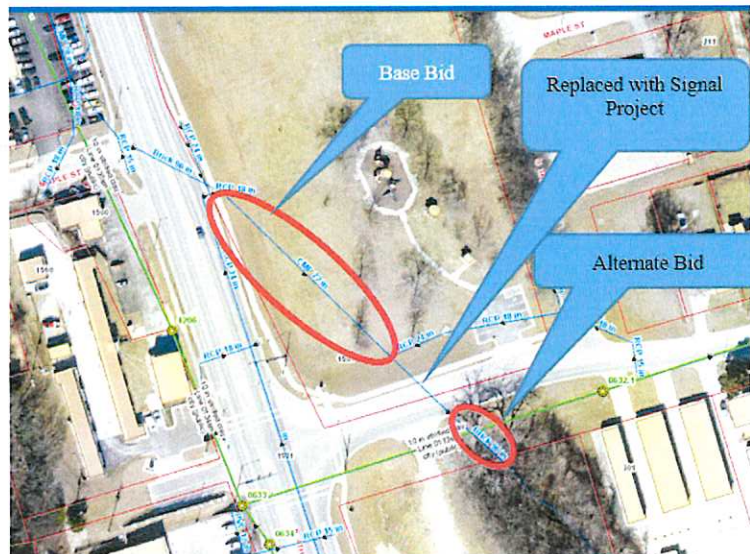
Consider approval of the low bid received from Linaweaver Construction for the construction of the Stubby Park Storm Drain Replacement Project.

BACKGROUND:

The location of Stubby Park was originally a deep drainage ditch that flowed to 3-Mile Creek. Over time, the creek area had Corrugated Metal Pipe (CMP) installed and the ditch filled with miscellaneous material. In 2018, Parks Department received approval to upgrade Stubby Park to a destination park setting. The old CMP has deteriorated to a point that it must be replaced or lined to maintain the structural integrity of the pipe. Due to the depth of the existing pipe, staff chose to bid a lining project. This type of project has the following benefits:

1. Less expense
2. No impact to adjoining ground and public improvements
3. No impact on existing utilities.
4. Will allow Parks Department to proceed with the construction of their project at an earlier date.

Plans were completed by Wilson & Co. and the design is summarized below:



The project was advertised in *The Leavenworth Times* and on Drexeltec.com. Bids were opened on November 27, 2019 at City Hall.

Bids received for the project are listed below. The lowest qualified base bid was from Linaweaver Construction in the amount of \$540,435.00.

Company	City	Base Bid	Alternate Bid	Total Bid
Linaweaver Construction	Lansing, KS	\$405,235.00	\$135,200.00	\$540,435.00
Kansas Heavy Construction	Tonganoxie, KS	\$588,718.75	\$198,950.00	\$787,668.75
Engineer's Base Bid Estimate:		\$472,495.00		

The project will be funded with the City-wide stormwater fee. Staff had identified \$550,000.00 for a 2019 project. The project is anticipated to start in January and will take 90 days to complete. Inspection work will be performed with City forces.

The project will include the following:

Base Bid

1. A cementuous lining of the existing CMP
2. Partial reconstruction of a junction box on the east side of 4th Street at the north end of the CMP
3. Construction of a bio-retention facility and additional area inlet for the new Stubby Park improvements

Alternate Bid

4. A cementuous lining of the existing stone arch on the south half of Poplar Street

RECOMMENDATION:

Staff recommends that the City Commission approve the low base bid received from Linaweaver Construction for the Base and Alternate Bid in an amount not to exceed \$540,435.00 for the Stubby Park Storm Drain Replacement Project.

POLICY:

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

ATTACHMENTS:

Bid Tab




CITY OF LEAVENWORTH
Project No. 2019-912
Stubby Park Storm Drain Replacement
November 27, 2019

BASE BID				Engineer's Estimate		Linaweaver Construction		Kansas Heavy Construction	
Item	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$98,000.00	\$98,000.00
2	Demolition, Clearing & Grubbing	LS	1	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
3	Construction Staking	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
4	Unclassified Excavation	CY	1910	\$20.00	\$38,200.00	\$32.00	\$61,120.00	\$37.00	\$70,670.00
5	5'x4' Field Inlet	EA	1	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$14,250.00	\$14,250.00
6	Junction Box CCCP Rehabilitation	LS	1	\$12,500.00	\$12,500.00	\$17,500.00	\$17,500.00	\$29,500.00	\$29,500.00
7	Bioretention Facility	LS	1	\$150,000.00	\$150,000.00	\$65,000.00	\$65,000.00	\$105,000.00	\$105,000.00
8	72" CCCP Rehabilitation	LF	241	\$900.00	\$216,900.00	\$825.00	\$198,825.00	\$795.00	\$191,595.00
9	Concrete Grout Transition	EA	1	\$25,000.00	\$25,000.00	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00
10	Hydroseeding	SY	2895	\$1.00	\$2,895.00	\$2.00	\$5,790.00	\$4.25	\$12,303.75
11	Erosion Control	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,900.00	\$5,900.00
TOTAL BASE BID =					\$472,495.00		\$405,235.00		\$588,718.75
ALTERNATE BID									
12	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$7,200.00	\$7,200.00
13	72" CCCP Rehabilitation	LF	90	\$900.00	\$81,000.00	\$630.00	\$56,700.00	\$875.00	\$78,750.00
14	Concrete Grout Patch	EA	1	\$15,000.00	\$15,000.00	\$70,000.00	\$70,000.00	\$113,000.00	\$113,000.00
TOTAL ALTERNATE BID =					\$99,000.00		\$135,200.00		\$198,950.00
TOTAL BASE BID + ALTERNATE BID =					\$571,495.00		\$540,435.00		\$787,668.75

POLICY REPORT
City Festival Management Contract
December 10, 2019

Prepared By:


Taylour Tedder
Assistant City Manager

Reviewed By:


Paul Kramer
City Manager

ISSUE:

O'Neill Events and Marketing has assembled a plan to execute the Camp Leavenworth Festival in 2020. Building on our successes from last year, the 2020 Festival will fine tune our efforts from and continue to bolster Camp Leavenworth as the signature City-sponsored festival for residents and visitors of Leavenworth.

The contract and scope of work includes a detailed breakdown of services covered. A few notable roles and tasks covered include:

- Event Director
- Event Producer
- Sponsorship Producer
- Marketing Manager
- Public Relations
- Festival Insurance
- Organization Financial Management & Storage
- Festival WIFI Network and onsite IT support

Each item in the list above is accompanied by a more comprehensive breakdown in the scope of work.

ACTION:

Consider a comprehensive management contract with O'Neill Events and Marketing for the 2020 Camp Leavenworth Festival.



CAMP LEAVENWORTH FESTIVAL 2020

Contract for Services

Parties

This Contract for Services (hereinafter "Contract") is hereby made between O'Neill Events & Marketing, a Missouri business, and the City of Leavenworth, KS , this _____ day of _____, 2019.

Intent

The above parties desire to enter into this Contract so that O'Neill Events & Marketing can create a year-round home for the annual Camp Leavenworth festival, on behalf of the City of Leavenworth with the understanding that the initial target delivery date for Camp Leavenworth September 25-26, 2020. The attached Scope of Work is incorporated herein.

Terms

This agreement shall begin when both parties sign and agree to the scope of work and project details as outlined above and authorizes O'Neill Events & Marketing to proceed and continue until all services are complete and delivered.

Payment Schedule:

\$5,572 due on the 15th of each month Dec. 15 – Oct. 15*

Third party software costs and sponsorship commission billed separately.

Expiration and Termination

This Scope of Work will be honored for 60 days from the date received. If signature approval is not received within 60 days, this agreement is void and a new agreement must be issued.

The above scope of work and agreement is subject to change if the festival date or venue location changes. Such modifications to festival date or location change, or changes to the scope as defined here, may require additional work not outlined above and result in additional fees to be paid to O'Neill Events & Marketing.

Termination for Cause: Either party may terminate this Contract at any time, on written notice to the other party, if the other party breaches any of its material responsibilities or obligations under this Contract and fails to cure that breach within ten (10) calendar days of receipt of written notice of breach.

Termination for Insolvency: Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee or custodian is appointed for it.

Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.

Termination Fees: In the event of termination, Client shall pay O'Neill Events & Marketing for the Services performed through the date of termination as well as the work not completed that is listed in the estimate in the amount of a prorated portion of the fees due to the extent work related thereto has been performed. Client shall pay all reasonable and actual expenses, fees and additional costs incurred through the date of termination.

Notice

Notice to either party under this Contract shall be given by written notice via email and hard copy to the following:

City of Leavenworth, KS (Camp Leavenworth)
ATTN: Paul Kramer
100 N 5th Street

O'Neill Events & Marketing
ATTN: Keli O'Neill Wenzel
1607 Oak Street

officers, agents and employees, volunteers, individually and collectively, from any and all claims, suits and/or judgements, including attorney's fees and other costs of defense of any said claim and/or suit incurred by O'Neill Events & Marketing, brought by anyone as a result of action or inaction of the City of Leavenworth.

The City of Leavenworth shall effect and maintain adequate insurance coverage (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the agreement, with a reputable insurer and shall, on O'Neill Events & Marketing's request, produce a copy of the insurance certificate giving details of coverage in the respect of each insurance.

Nothing in these conditions shall operate to exclude or restrict either party's liability for: a) death or personal injury resulting from negligence. b) fraud or deceit. Subject to above terms, the liability of O'Neill Events & Marketing in connection with the agreement whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the City of Leavenworth has advised O'Neill Events & Marketing of the possibility of those losses, or if they were within O'Neill Events & Marketing's contemplation.

Confidentiality

O'Neill Events & Marketing hereby agrees to keep confidential any non-public information provided by the City of Leavenworth to O'Neill Events & Marketing that is reasonably designated as confidential by the City of Leavenworth. Likewise, the City of Leavenworth hereby agrees to keep confidential any non-public information provided by O'Neill Events & Marketing to the City of Leavenworth that is reasonably designated as confidential by O'Neill Events & Management. Both parties shall take reasonable efforts to safeguard any personally identifiable information, consistent with applicable law. Both parties agree that all representations and warranties made with regard to Confidentiality shall survive the Term of this Contract.

Dispute Resolution

Negotiation: Parties agree to attempt to resolve any dispute by negotiation between the parties.

Arbitration/Mediation: If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Litigation: In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Kansas. The parties waive any jurisdictional or venue defenses available to them.

Attorney Fees: The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

General

Modification/Waiver: Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

Notices: All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

No Assignment: Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

Governing Law: This Agreement shall be governed by the law of Kansas.

Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. Where possible, the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

Headings: Headings used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

Complete Agreement: This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

Approval

By signing this agreement, the City of Leavenworth agrees to the project details outlined above and authorizes O’Neill Events & Marketing to determine final costs and timelines and proceed with the project.

CITY OF LEAVENWORTH, City Manager

DATE

O’NEILL EVENTS & MARKETING, Keli Wenzel, President

DATE



**SCOPE OF WORK FOR CITY OF LEAVENWORTH
FOR THE
CAMP LEAVENWORTH FESTIVAL 2020
Event Management Proposal**

November 5, 2019

Presented by:

O'Neill Events & Marketing

1607 Oak Street

Kansas City, MO 64108

Overview:

O’Neill Events and Marketing has put together a plan to execute Camp Leavenworth festival in the City of Leavenworth in 2020. This plan with tasks and costs is outlined below.

Summary and Period of Engagement

Leavenworth Festival Event Management

December 1, 2019 – November 1, 2020

O’Neill Events & Marketing has been approached by the city of Leavenworth to provide professional services as outlined below, under the direction and supervision of designated Leavenworth Festival representatives, and understands the Scope of Work as defined:

- Event Director
- Event Producer
- Sponsorship Producer
- Marketing Manager
- Public Relations
- Festival Insurance
- Organization Financial Management & Storage
- Festival WIFI Network and onsite IT support

O’Neill Events & Marketing understands the Period of Engagement for the outlined work as follows:

O’Neill Deliverables and Responsibilities

O’Neill Events & Marketing will serve as the Event Producer for the festival with Keli O’Neill Wenzel as Event Director of Leavenworth Festival. If Keli O’Neill Wenzel is unable to serve as Event Director, any replacement Event Director will be submitted to the Leavenworth Festival City Manager/Office for approval.

The detailed scope of work below, along with the above summary, reflects O’Neill Events & Marketing’s understanding of the project. Please initial by each subhead to confirm Leavenworth Festival’s understanding of each section. If you have questions or notice any conflicts, please contact O’Neill Events & Marketing.

General Timeline Requirements & Process

O’Neill Events & Marketing understands the initial target delivery date for Leavenworth Festival is September 25 – 26, 2020. As such, all work outlined above will reflect said target date and be executed in a timely manner to achieve success. O’Neill Events & Marketing will do all to meet any established deadline, but because of project dependencies beyond O’Neill Events & Marketing’s control, O’Neill will not issue a formal project timeline until all defined requirements and approvals are received.

Any changes to Scope of Work or delays in approvals will potentially affect the general timeline and cost of the project. Missed deadlines relating to services, contracts, or information on the part of the client or third party will result in O’Neill Events & Marketing adjusting the general project timeline.

If actions by the client or any other third party creates project delays, the overall project timeline will be reevaluated to account for lost time, and a Change Order may be issued for any additional time required of the O’Neill Events & Marketing team. Any such Change Order issued on behalf of the project is subject to additional fees associated with those changes.

Event Director

- Create annual festival operations budget with input from Leavenworth Festival Executive Committee and/or City Manager’s Office
- Oversee festival financial systems with inclusion of City Manager
- Manage budget and spending, updating City Manager/Office monthly
- Meet with Leavenworth Festival City Manager/Office on a monthly basis to discuss organization strategy and business plans
- Meet with Leavenworth Festival City Manager/Office on a monthly basis to discuss festival operations planning
- Assist Leavenworth Festival City Manager/Office with necessary organization structure development and business documentation
- Provide historical data to the City Manager/Office
- Co-manage event identity and oversee brand management
- Oversee marketing and public relations
- Based upon approved budget numbers, Event Director will communicate, negotiate and send necessary festival agreements to City Manager’s office for approval with tenants, venue owners and stakeholders within and surrounding the festival footprint

- Attend and participate in any meetings and conferences with any entities or government agencies as are necessary for developing, implementing and sustaining the event
- Provide consultation throughout the year
- Provide onsite consultation and recommendations for weather, emergency situations, threats and problems that arise
- Provide production oversight
- Be onsite during all festival hours (through tear down and setup)

Event Producer

LOGISTICS PLANNING

- Manage and maintain all festival operations costs, ensuring budget accountability
- Maintain a general operating timeline
- Meet with Leavenworth Festival City Manager/Office and provide updates on a monthly basis to discuss festival operations and planning
- Attend and participate in any meetings and conferences with any entities or government agencies as are necessary for developing, implementing and sustaining the event
- Create and develop a festival layout
- Manage and oversee all festival signage needs
- Coordinate, order and fulfill all-related area logistical needs
- Oversee on-site sponsorship logistics, including footprint, power, and site access
- Hire and manage additional on-site labor for festival
- Coordinate and order all festival deliverables and supplies
 - Establish list of festival area needs
 - Supply graphic design team with timelines, content and creative guidelines
 - Designate and distribute credential and festival access list
 - Distribute hospitality packages, including drink tickets, food vouchers and backstage meal tickets
 - Create festival communications plan, including radio assignments, radio order and on-site equipment setup

STAFFING, COMMITTEE & VOLUNTEER MANAGEMENT

- Develop committee needs and roles and coordinate tasks with City Manager/Office, Executive Committee and staff

- Coordinate Executive Committee Chairs and Weekend Chairs, overseeing their job descriptions and meeting regularly with each to ensure all tasks are being implemented
- Identify and create volunteer staffing plan
 - Shift development
 - Training
 - Communications and system management

ENTERTAINMENT

- Work with designated entertainment booking agents to create, recommend and manage Leavenworth Festival entertainers, to be approved by the Leavenworth Festival City Manager/Office
- Work with designated entertainment booking agents to solidify entertainer contracts, payments and tax requirements

HOSPITALITY MANAGEMENT

- Facilitate all festival and sponsor hospitality needs and requests
- Develop guest rooming list and coordinate hotel accommodations for entertainers, various staff and VIPs
- Manage transportation plans to and from festival for entertainers, including airport and hotel needs as contracted, as well as co-manage on-site runner
- Coordinate backstage/green room needs according to entertainer riders and festival budget

PERMITTING & LICENSING

- Work with city representatives for all necessary permits for festival
 - Fire, Noise, Carnival
 - Street Closure
 - Health
 - City and State Liquor
- Obtain and coordinate all permit support documentation including permission letters, tax documents, appropriate fees and all other paperwork

TICKETING, BOX OFFICE & POINT OF SALE (TBD – if VIP/special experience tickets added)

- Negotiate, select and contract festival and event ticket provider
- Develop ticketing packages, prices and system execution
- Provide content and all information necessary for online ticket sales
- Ticket fulfillment for all festival partners, attendees, and sponsors
- Manage all onsite box office and ticketing operations and equipment

- Oversee festival Point of Sale systems/operations

EMERGENCY PREPAREDNESS

- Update a public safety plan to include all festival related security and medical needs and coordinate all related entities responsible for executing this plan
- Manage Emergency Incident Coordinator and on-site preparedness plans
- Emergency Action Plan development and distribution in advance and on-site

TRANSPORTATION & PARKING

- Manage a festival parking and traffic plan and work with all contracted vendors, city, police, etc., to execute and communicate properly
- Manage road closures and communications related to all festival transportation and parking

BAR & BEVERAGE OPERATIONS

- Oversee all bar and beverage operations
- Create bar layouts and serving operations
- Product orders including soda, water, ice, and cups and distribution of product on-site
- Work with local liquor store to coordinate liquor needs, equipment, and logistics on-site

VENDOR RELATIONS

- Coordinate, manage and contract with ALL Leavenworth Festival vendors
 - Cash and Carry: Food vendors + Makers Market vendors
 - Decor: Fabrication, Installations, Lighting
 - Hospitality: Transportation, Hotels, Green Room, Backstage
 - Parking and Transportation
 - Power: Generators, Equipment, Distribution
 - Production: Sound, Stage, Lighting
 - Public Safety: Security, Medical, Crowd Control, Weather
 - Site: Fencing, Tents

ON-SITE MANAGEMENT

- Full on-site event management from setup to tear down
 - **O'Neill Events & Marketing has 2-3 dedicated staff that will oversee the festival. This includes on-site setup on the Thursday before the festival and post-festival on the day after the event. All other staff and volunteer needs will be the responsibility of the festival's budget. As indicated above, O'Neill will oversee and manage these additional positions.*

Sponsorship Producer

- Develop target sponsor list and festival financial goals for fundraising
- Create general festival sponsorship package and festival overview
- Provide update on prospective sponsor contacts to the Leavenworth Festival City Manager/Office for final approval before solicitation
- Develop, facilitate and maintain relationship(s) with prospective sponsors
- Create custom festival sponsorship packages based on client needs
- Manage all sponsor contracts and invoicing
- Create a sponsorship wrap up report to distribute to City of Leavenworth and sponsors
- Fulfill all sponsor requirements as established in final contract
 - Marketing materials
 - Signage
 - Logistical needs: Permits, power, etc.
- On-site management for all sponsors, including advance communications, load-in, site needs, load-out

Marketing Manager

- Develop and manage a festival marketing plan that aligns with budget and brand
 - Yard Signs
 - Billboards
 - Radio & Television
 - Digital
- Work with all marketing vendors (Graphic designers, city communications, etc. – fees not included in O’Neill’s scope)
- Establish and manage media partnerships and media buys
- Write media scripts and commercial scripts as needed
- Provide creative direction and content guidelines with unified marketing team
- Work with unified marketing teams to create coordinated festival content calendar that aligns PR, digital and marketing efforts
 - Eblasts
 - Website
 - Mobile App
 - Media Releases
- NEW* Update website ongoing with new content, graphics, photos etc.

- NEW* Manage and oversee social media for the festival
 - Content creation
 - Advertising campaigns
 - Work with the city communications contact to respond to social media inquiries in a timely manner

Organization Financial Management (Annually)

- Manage festival daily accounting needs
- Manage all receivables and payables
- Provide monthly updates on budget to City Manager to
- Assist with sales tax filing
- Manage all festival financial documents to keep organization compliant
- Compile all financial records and supporting documentation for required NPO audits if needed

Festival WIFI Network and Onsite IT Support (if needed)

- Outdoor WIFI distribution setup and equipment rental, including:
 - Routers
 - Wireless access points
 - Antennas
 - Cabling
- WIFI distribution system configuration, installation & support, includes:
 - Sourcing and coordination of landline internet service with neighborhood business
 - Coordinating building access where needed
- Support 3rd party vendors (ticketing, merchant point-of-sale) with onsite IT support and technical troubleshooting
- General onsite technical support for mechanical & electrical issues outside of other vendors' scopes of work
- Supply onsite IT/electrical supply pack for miscellaneous needs that arise onsite

**2020 Final cost and equipment determination is based on software demands and final festival footprint. Cost could fluctuate and will be submitted to board for final approval.*

Project Fee and Compensation

O’Neill Events & Marketing will be compensated in the following manner:

Festival Event Management

- o \$5,345 per month (11 months)
- TOTAL: \$58,795**

Financial Management

- o \$227 per month (11 months)
- TOTAL: \$2,497**

Sponsorship Bonus Compensation

- o City of Leavenworth will pay O’Neill Events & Marketing a 10% bonus on any cash sponsorships.
- o City of Leavenworth will pay all commissions on any sponsorship agreements secured by O’Neill Events & Marketing regarding Camp Leavenworth
- o O’Neill Events & Marketing will bill sponsorship commissions separately from monthly management fee, two weeks after the festival

Festival Third Party Software Hard Costs

O’Neill Events and Marketing will procure and solidify the following third-party software services:

- o Volunteer Management System - \$800 annually *(estimate)*
- o Sponsorship Management System - \$250 annually *(estimate if utilized)*

**Based on 2019 software costs. Subject to change based on final 2020 portfolio of events and customized group rate that is a direct result of our role as a multi-event producer.*

This concludes the Scope of Works, which is incorporated into the Camp Leavenworth – O’Neill Events & Marketing Contract for Services executed on _____.

Please sign below to indicate an understanding of this Scope of Work. Any changes to this Scope of Work must be agreed upon by both parties in writing.

CITY OF LEAVENWORTH, City Manager

DATE

O’NEILL EVENTS & MARKETING, Keli Wenzel, President

DATE