



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

CITY COMMISSION STUDY SESSION
COMMISSION CHAMBERS
TUESDAY, JANUARY 4, 2022 6:00 P.M.

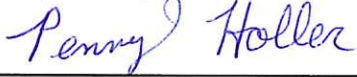
Welcome to your City Commission Study Session – Please turn off or silence all cell phones during the meeting
Meetings are televised everyday on Channel 2 at 6 p.m. and midnight and available for viewing on YouTube and Facebook Live

Study Session:

1. Camp Leavenworth Discussion (pg. 2)
2. 600 Cherokee Discussion (pg. 19)

POLICY REPORT
Camp Leavenworth Update and 2022 Preparation
January 4, 2022

Prepared By:



Penny Holler
Assistant City Manager

Reviewed By:



Paul Kramer
City Manager

ISSUE:

Camp Leavenworth was the 2021 City-hosted event that brought together thousands of community members and visitors to celebrate the First City in a unique way. The two-day festival included a wide-variety of activities including live music, family-friendly games, fireworks, and food. The culminating activity was a concert by Grammy award-winning singer and Leavenworth-native Melissa Etheridge. Based on head counts, 10,500 guests were estimated to have attended over the two days.

Staff and the event organizer made adjustments to the 2021 festival utilizing lessons learned from the first Camp Leavenworth in 2019. In anticipation of Camp Leavenworth being held in 2022, an after action review of the 2021 event was conducted. Event adjustments that will be incorporated to improve the festival include:

- Greater outreach to local food vendors to increase awareness
- Sign-up information on the City's website and social media for local craft vendors (in addition to the event website)
- Potentially look at a dedicated area for Leavenworth vendors
- Evaluation of festival layout, and timing of certain elements such as the Friday night fireworks show to an earlier, more child-friendly time

Camp Leavenworth 2021 was a successful event that encouraged inclusive community-building for residents and guests alike. The 2021 event saw a large increase in local sponsorships and the feedback from the local hotels was very good. As planning for 2022 moves forward, staff will provide regular updates to encourage local transparency and participation, as well as address questions as they arise.

Additionally, as the City and the festival coordinator work on the 2022 event, we will focus on determining:

- Whether we look for a "known" headliner band or revert to the model of 2019 with a talented, balanced lineup
- Potential areas to expand and evolve the festival to continue to draw new attendees
- Which of the secondary elements worked well and which could be replaced in 2022
- A predictable annual budget (2021 included additional costs from Melissa Etheridge as the headliner)

ACTION:

Receive 2021 Camp Leavenworth Festival update and review plans for 2022, including extending the relationship with O'Neill Events and Marketing to manage the festival

BUDGET IMPACT:

Camp Leavenworth is fully funded through use of the City's Transient Guest Tax (TGT) revenues. The festival budget for 2022 is \$225,000.

ATTACHMENTS:

2021 Scope of Work

2021 Contract



CAMP LEAVENWORTH FESTIVAL 2021

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 15th day of December, 2020.

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 24-25, 2021. 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
Leavenworth, KS 66048
Email: pkramer@firstcity.org

O'Neill Events & Marketing
ATTN: Keli O'Neill Wenzel
1607 Oak Street
Kansas City, Missouri 64108
Email: keli@oneillevents.com

Payment

(as details in Scope of Work, incorporated herein)

\$58,795 *Festival Event Management

- *Billed at \$5,345 per month December 2020 – October 2021
- TOTAL: \$58,795**

\$2,497 *Financial Management

- *Billed at \$227 per month December 2020 – October 2021
- TOTAL: \$2,497**

O'Neill will separately bill pre-approved Camp Leavenworth expenses upon receipt of invoice(s). This includes expenses as detailed in the Scope of Work, and incorporated herein:

- Sponsorship Bonus Compensation
- Festival WIFI Network and Onsite IT Support
- Festival Third Party Software Hard Costs

Signing Agent

The City of Leavenworth will be fiscally responsible for all payments agreed upon via contract. O'Neill Events & Marketing will act as the Event Director, Event Producer, Sponsorship Producer, Marketing Manager, and agent as record according to the scope of work and will sign contracts and event-related agreements on behalf of the City of Leavenworth as agreed upon.

O'Neill Events & Marketing is simply the contracting agent and will retain no fiscal responsibility for execution of the contracts and/or agreements.

Indemnification and Liability

It is hereby understood and agreed that O'Neill Events & Marketing will in no case be responsible for any loss, damage or injury to any person or property during the term of this agreement except for acts of its non-negligence or misconduct except for acts of O'Neill Events & Marketing's negligence or misconduct, or that of its agents, employees, or contractors. It is further agreed by and between O'Neill Events & Marketing and the City of Leavenworth that the City of Leavenworth will protect, indemnify and hold harmless O'Neill Events & Marketing, 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.

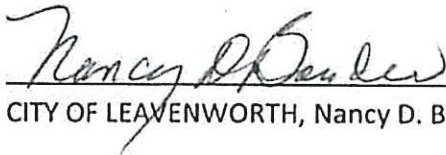
Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. Where possible, the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

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.

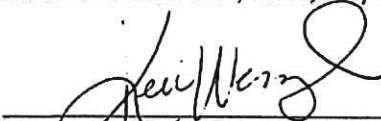

CITY OF LEAVENWORTH, Nancy D. Bauder, Mayor

December 15, 2020
DATE

Attest:


Carla K. Williamson, CMC, City Clerk




O'NEILL EVENTS & MARKETING, Keli Wenzel, President

12-21-20
DATE



**SCOPE OF WORK FOR CITY OF LEAVENWORTH
FOR THE
CAMP LEAVENWORTH FESTIVAL 2021
Event Management Proposal**

November 30, 2020

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 2021. This plan with tasks and costs is outlined below.

Summary and Period of Engagement Leavenworth Festival Event Management

December 1, 2020 – October 31, 2021

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 24 – 25, 2021. 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

**2021 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

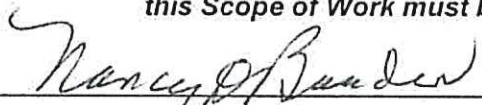
O'Neill Events and Marketing will procure and solidify the following third-party software services:

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

**Based on 2020 software costs. Subject to change based on final 2021 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 December 15, 2020 .

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, Nancy D. Bauder, Mayor

December 15, 2020

DATE

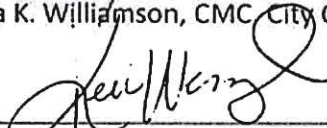
Attest:



Carla K. Williamson, CMC, City Clerk



Date



O'NEILL EVENTS & MARKETING, Keli Wenzel, President

12-21-20

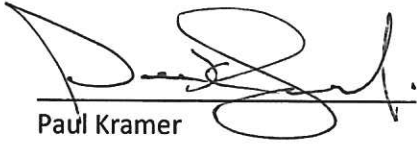
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Policy Report

Consider City property at 600 Cherokee Street

Jan. 4, 2022

Prepared by:



Paul Kramer
City Manager

Issue:

Discuss the City owned commercial property located at 600 Cherokee, including a current status update and possible next steps.

Background:

At the April 13, 2021 City Commission meeting, the Commission approved the purchase of 600 Cherokee St. for \$205,000. The building is a two-story commercial property located on the northwest corner of Sixth Street and Cherokee Street in downtown Leavenworth. The property, which had been vacant for more than 15 years, had failed to attract a buyer based on the inflexible list price and the projected cost of extensive repairs required to bring the building back to useable condition.

City staff and Leavenworth Main Street have met with numerous perspective buyers over the years, and while there has always been healthy interest in the building, we were never able to overcome the hurdles mentioned above. Although the property is located in the Neighborhood Revitalization Area (NRA), has access to numerous City grants and other low-interest loan programs, the combination of purchase price and repair costs have left it vacant and deteriorating.

Following the purchase, the City issued a Request for Proposals (RFP) on April 20, 2021 for the redevelopment of the property. The RFP was open ended, asking for proposals and not dictating use, price or any details related to redevelopment. City staff toured numerous prospective developers through the property ahead of the May 20, 2021 bid closing. Ultimately, the City received one proposal for the project, from Darin and Amy Mann, who are local property owners. The Mann's presented a concept for a development project to the City Commission at the June 15, 2021 Commission Study Session. Following the presentation, the Commission provided a consensus for staff to start working on a development agreement.

After extended negotiations, Darin and Amy notified the City, through counsel, that they were no longer interested in pursuing the project. In contract negotiations, the City worked toward a modest purchase price with multiple benchmarks with monetary penalties for failure to meet deadlines that were designed to ensure progress. During negotiations, there were various conversations about the construction environment, concerns with being tied to specific deadlines given the uncertainty and availability considerations of building materials, contractors, etc. The negotiations were conducted amicably and ended the same way. Darin and Amy are invested business owners in the community and this ended up not being the right project for them at this time.

Next Steps

The City owns 600 Cherokee and the item before the Commission is to discuss next steps. There are certainly multiple options, some of which could include.

- Reissue the RFP. The City could reissue the bid, potentially open it for a longer period of time (initially the bid was open for 30 days). We could work through our contacts (developers, Main Street, etc.) to try to attract more options.
- Contract with a realtor and put it on the commercial market. This building was listed for 15 years and there was no movement at \$200,000 from the private market. The City would have to select a lower market price, with the understanding that if you sold it that way, it would be much more difficult to do a development agreement that ensured progress.

Regardless of which direction the City Commission determines, it is key that Leavenworth Main Street is involved and assists in the promotion and recruitment of possible developers.

Attachments:

- Original "Public Notice" of the request for proposals for the redevelopment of 600 Cherokee

PUBLIC NOTICE

The City of Leavenworth, Kansas invites interested parties to submit proposals for the acquisition, preservation, and redevelopment of the property generally known as the former "Club Venom Building", located at 600 Cherokee Street (presently vacant) consisting of 0.15 acres. The site also features an address with frontage additionally located at 216 South 6th Street. The subject site is a rectangular shaped parcel located at the Southeast corner of South 6th Street and Cherokee Street. Interested parties may obtain a copy of the Request for Proposal (RFP) document by contacting Charity Frey, Leavenworth City Hall, 100 N. 5th Street Leavenworth Kansas by calling 913-680-2604 or by email at cfrey@firstcity.org. Sealed RFPs must be received by the Office of the City Clerk at Leavenworth City Hall 100 N 5th St Leavenworth Kansas, no later than 2:00 pm on Thursday May 20 2021 and addressed to Paul Kramer City Manager City of Leavenworth Attn: Former Club Venom Building RFP, 100 N 5th Street Leavenworth KS 66048. The City reserves the right to select the proposal which, in the opinion and sole discretion of the City, will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

Publish April 20 2021.