



CITY OF LEAVENWORTH
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION STUDY SESSION
COMMISSION CHAMBERS
TUESDAY, OCTOBER 15, 2019 7:00 P.M.

Welcome - Please turn off or silence all cell phones during the Study Session.

Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube

Study Session:

1. Quarterly Report – Leavenworth Unified School District 453 (pg. 2)
2. Review and Update USD 453 Property Proposal (pg. 3)
3. Review Snow and Ice Policy (pg. 14)

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

OCTOBER 15, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

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

Policy Report
USD 453 property proposal
Oct. 15, 2019

Prepared by:



Paul Kramer
City Manager

Background:

At the Aug. 20 Study Session, the City Commission reviewed a proposal from the Leavenworth Unified School District 453 (USD 453) related to City property at 10th Avenue Park. The proposal would grant City property at 10th Avenue Park, west of the Warren Middle School football field, to the district for future use as a baseball and softball complex. Discussions at the meeting indicated that if the proposal would be accepted, the City would request a land swap, specifically of the City maintained, but USD 453 owned property known as Brewer Park.

Issue:

Since the Aug. 20 meeting, Superintendent Mike Roth and I have remained in touch and continued discussions. Additionally, I met with Leavenworth Soccer Association (LSA) President, Greg Ruff, and LSA representative Griff Martin, to learn more about LSAs position related to the proposal. LSA and USD 453 have expressed an interest in coming to a solution that ultimately results in both parties getting the space they need to provide quality amenities and facilities for youth sports in the community.

Over the past few weeks, Parks and Recreation Director Steve Grant has continued to correspond with Kati Westerhaus from the Kansas Department of Wildlife and Parks to determine the correct steps and documentation required to complete the land swap, if approved by the elected bodies. At the time of writing this report, there had been no resolution.

Commission Action:

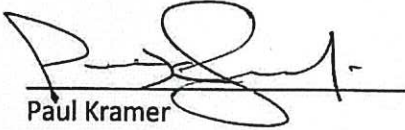
It is expected that further discussion will take place, and, if appropriate, a consensus to direct staff to prepare the appropriate paperwork and continue to push the state for a swift resolution.

Attachments:

- Aug. 20 Policy Report
- USD 453 proposal, submitted by Dr. Mike Roth
- The Brewer Park lease

Policy Report
USD 453 property proposal
Aug. 20, 2019

Prepared by:



Paul Kramer
City Manager

Issue:

USD 453 has submitted a proposal to the City Manager's Office regarding the City's interest in proposal that would grant City property at 10th Avenue Park, west of the Warren Middle School football field, to the district for future use as a baseball and softball complex.

Background:

Over the last few years, there have been informal discussions related to the above-mentioned property. Discussions have ranged from a land swap (related to the USD 453 owned, but City maintained Brewer Park) to portions of the property mentioned in the proposal, to all of the property.

Considerations:

Various considerations include:

- The City has a contract with the Leavenworth Soccer Association to provide practice space. The area included in the proposal is used for that purpose.
- The City's 25-year lease for Brewer Park expires in January 2020.

Attachments:

- USD 453 proposal, submitted by Dr. Mike Roth
- The Brewer Park lease



July 22, 2019

City of Leavenworth
100 N 5th St
Leavenworth, KS 66048

Mr. Paul Kramer and City Commissioners,

I am writing this letter to inquire if the City of Leavenworth would consider a proposal from Leavenworth USD 453 Board of Education, requesting a land donation to construct a competition baseball/softball complex. This would also include a concession/restroom/shelter facility to be phased in over time on the requested land. The purpose of acquiring this land would be to serve as practice and competition fields for the Leavenworth High School baseball and softball teams. In addition, this complex would be eligible to serve as a host site to area high school baseball/softball playoff competitions and youth baseball/softball activities. Leavenworth USD 453 would request that you consider a portion of the land adjacent to the west of the Warren football field and south of Richard Warren Middle School for the purpose mentioned above. I have attached a drawing that would give a perspective of what could be possible within that plot of land.

Leavenworth USD 453 values its partnership with the city, as we continue to look for ways to enhance our patrons recreational opportunities.

Respectfully,

Mike Roth Ed.D.
Superintendent USD 453

REAL ESTATE LEASE

THIS LEASE MADE AND ENTERED INTO THIS 27th day of December, 1994, by and between Unified School District No. 453, a municipal corporation, Leavenworth County, Kansas, as Lessor, and hereinafter referred to as Lessor, and the City of Leavenworth, Kansas, a municipal corporation, Leavenworth County, Kansas, as Lessee, and hereinafter referred to as Lessee.

WITNESS, the Lessor hereby agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the following described real estate, hereinafter called "the premises", located in the City of Leavenworth, Leavenworth County, Kansas, legally described as:

David Freeman
Book

A part of Budd Tract of the Gist survey according to the recorded plat thereof, described as follows: Beginning at a point of the south line of Ottawa Street, as laid out, opened and used in the City of Leavenworth, Kansas, six hundred eighty-two and five tenths (682.5) feet west of the west line of Seventeenth Street as laid out, opened and used in said City of Leavenworth, Kansas, which point of beginning is the northwest (NW) corner of the tract conveyed to the Board of Education of the City of Leavenworth, Kansas, by Peter Fellman and wife; thence south parallel with west line of Seventeenth Street and along the west line of said Board of Education tract six hundred forty-two (642) feet to a point; thence west parallel with the south line of Ottawa Street, six hundred five (605) feet more or less to the east line of the land now owned by Leo C. Wacker and Frances Wacker by warranty deed dated July 2, 1935, and recorded in the office of the Register of Deeds of Leavenworth County, Kansas, in book 307, page 578; hence north along the east line of said Wacker land, and parallel with the west line of said Seventeenth Street six hundred forty-two (642) feet to the south line of said Ottawa Street; thence east six hundred five (605) feet more or less to the point the place of beginning. Except land dedicated for streets on 18th Street, 19th Street and Osage Street.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES that this Lease is to have a term of Twenty-five (25) years, beginning on the first day of January, 1995,

and ending on the first day of January, 2020, and the Lessee agrees to pay the Lessor the sum of One Dollar (\$1.00) per year, for a total rental for the term of said lease in the amount of Twenty-five (\$25.00), the receipt of which is hereby acknowledged, and the further consideration that the Lessor, and its authorized agents have a priority of use of the leased premises.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES hereto, as follows, to-wit:

1. **POSSESSION OF THE PREMISES:** Lessor shall give possession of the premises to the Lessee on or before January 1, 1995.
2. **LIABILITY FOR PERSONAL PROPERTY OR IMPROVEMENTS ON THE PREMISES:** All of the Lessee's personal property, in, on, or about said premises, and any improvements, of any nature made thereon, shall be at the Lessee's sole risk, and the Lessee does hereby now and forever release the Lessor from any claims for damages of any kind or nature whatsoever.
3. **LIABILITY FOR INJURIES TO PERSONS:** The Lessee does hereby now and forever release the Lessor from any liability or claims for injury to any person occurring on the said leased premises.
4. **USE OF THE PREMISES BY THE LESSEE:** The Lessee agrees to use said premises as a public park only, and for no other reason, and in the event that, at any time during the term of this lease, said premises cease to be used as a public park, this lease shall automatically terminate, cease, and be considered null and void by all parties, and possession of said premises shall immediately revert to the Lessor.

- 5. PAYMENT OF SPECIAL BENEFITS, TAXES, OR ASSESSMENTS:** The Lessee agrees to assume and pay any special benefits, taxes, or assessments on the leased premises during the term of this lease as long as the Lessee is in possession of said premises.
- 6. SUB-LEASING:** The Lessee is prohibited from sub-leasing the premises or any part thereof.
- 7. RIGHT OF ENTRY:** The Lessor, or his agent, may go onto said premises at reasonable times to examine the same, and may require the Lessee to do anything which may be required of it under the terms of this lease.
- 8. IMPROVEMENTS TO SAID PREMISES:** Any improvements, which are attached, or become a part of the leased premises, shall at the termination of this lease revert to and become the property of the Lessor.
- 9. UTILITIES:** Lessee shall furnish and pay for all electricity, gas, water, fuel, and other service used in or assessed against the premises, unless otherwise specifically expressed herein.
- 10. LAWS, ORDINANCES, AND REGULATIONS:** Lessee shall comply with all laws, ordinances, and other public requirements now or hereafter affecting the premises, or the use thereof, and further save and make harmless the Lessor from any expense or damage resulting from the Lessee's failure to so comply.
- 11. CARE OF THE PREMISES BY THE LESSEE:** Lessee agrees to take good care of the premises and appurtenances thereto and keep them in good repair, free from filth, overloading, danger of fire, explosion, or any nuisance, and

return the same to the Lessor at the expiration of this lease, or extension thereof, in as good as condition as when received; normal wear, usage, acts of God, or other casualty excepted. If the Lessee fails to do so, the Lessor may enter the premises and cause the same to be done, and the Lessee agrees to repay the Lessor the actual cost of such work on demand.

12. **FIXTURES AND EQUIPMENT:** All buildings, repairs, alterations, additions, improvements, installations, fixtures, and attached equipment by whosoever installed or erected (except such fixtures and equipment belonging to the Lessee and which can be removed without damage to or leaving incomplete the premises shall belong to the Lessor and shall remain on and be surrendered with the premises as a part thereof at the termination of this lease.

13. **DEFAULT:** If there be any default or failure by the Lessee to perform any other obligation hereunder, or if the premises shall be abandoned or vacated, and if such condition broken or default shall continue after ten (10) days notice in writing from Lessor to Lessee to make good such condition, Lessor may at Lessor's option at anytime thereafter, without further notice or demand, declare this lease terminated and enter and repossess the premises. Provided that if any such default be for other than non-payment of rent and it would take more than ten (10) days to correct the same, Lessor shall not enter the premises nor declare this lease terminated, if the Lessee begins to correct said default within ten (10) days and prosecutes the cure thereof with due diligence to completion.

14. **WAIVER:** A Waiver of any default or breach hereunder by either party


shall not be construed to be a continuing waiver of such default or breach, nor as a waiver or permission, expressed or implied, of any other or subsequent default or breach.

15. **TIME:** It is further agreed that time is of the essence of this agreement and the failure of either party to act within the times specified herein will result in specific acts or actions being taken by the party so harmed by said time lapse as herein set out.

IT IS FURTHER AGREED by and between the parties that the provisions, covenants, and conditions of this lease shall extend to and be binding upon the legal representatives, successors, and assigns of each of the parties hereto.


IN WITNESS WHEREOF the said parties have hereunto set their hands to this lease of seven (7) pages, and only seven (7) pages, the day and year first above written.

LESSOR,



Wayne Shehorn, President
Board of Education
Unified School District No. 453
a Municipal Corporation

Attest:



J. Alan Schuler, Clerk
Board of Education
Unified School District No. 453
a Municipal Corporation

LESSEE,

Frank Minnis

Frank Minnis, Mayor
City of Leavenworth
Leavenworth, Kansas
a Municipal Corporation

Attest:

Carol Sadler

Carol Sadler, City Clerk
City of Leavenworth, Kansas
a Municipal Corporation

STATE OF KANSAS)
) §
COUNTY OF LEAVENWORTH)

Be it remembered that on this 21st day of December, 1994, before me the undersigned, a notary public in and for the County and State aforesaid, came Wayne Shehorn, President of the Board of Education of Unified School District No. 453, a Municipal Corporation, duly organized and existing under the laws of the State of Kansas, and also appeared J. Alan Schuler, Clerk of said Board, both who are personally known to me to be the same persons who executed the above instrument on behalf of said corporation, and said persons duly acknowledged the execution of the same to be the act and deed of said corporation.

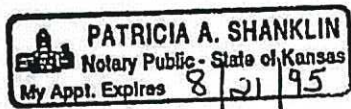
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of December, 1994.

Patricia A. Shanklin

Notary Public

My Appointment Expires:

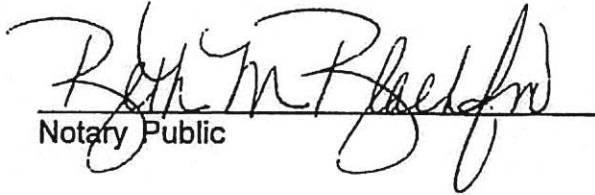
8/21/95



STATE OF KANSAS)
) §
COUNTY OF LEAVENWORTH)

Be it remembered that on this 27 day of December, 1994, before me the undersigned, a notary public in and for the County and State aforesaid, came Frank Minnis, Mayor, City of Leavenworth, Kansas, a Municipal Corporation, and Carol Sadler, City Clerk, both of whom are personally known to me to be the same persons who executed the above instrument on behalf of said corporation, and said persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of December, 1994.


Notary Public

My Appointment Expires: 4-6-1996



**POLICY REPORT PWD NO. 19-50
REVIEW THE SNOW AND ICE CONTROL POLICY AND SUPPORTING PLAN
PUBLIC WORKS DEPARTMENT**

October 15, 2019

Prepared by:



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

Reviewed by:

Paul Kramer
City Manager



Curtis Marks, Sr.
Operations Superintendent

ISSUES:

Review the Snow and Ice Control Policy and Supporting Plan.

BACKGROUND:

The City Commission reviews the Snow and Ice Control Policy and Supporting Plan annually. The plan was written in October 1993 and is reviewed annually and updated periodically.

Staff has prepared the draft version of the plan, dated October 10, 2019, which includes several minor changes. Some specific items to note are:

- Clarified several references to notifications to be through the Public Information Officer
- Page 2 - Clarified City procedures for plowing residential streets to be one pass each direction, with possible additional plowing later as weather and time permit.
- Page 3 - Added Dickson Place to list of the streets to subject to closure.
- Page 10 Section I
 - Clarified record keeping of calibration records to include "qualified staff"
 - Noted that the base calibration will be 200lb/lane-mile
 - Added inspection of the snow disposal area at 2nd and Chestnut prior to use
 - Approved backing without spotter at the snow disposal area if driver exits vehicle to verify surroundings
- Appendix II,
 - Page 3 - added Seneca Street between 3rd and 4th Streets to the downtown snow-removal map.
 - Page 9 – Added listing of streets around schools to the existing lists of schools in each grid.
- Appendix VII – clarified matrix table to reflect City policy to begin plowing at 2" of snow rather than ½" snow.

The City will coordinate with internal resources and local media to distribute this information. This includes *The Leavenworth Times*, and Fort Leavenworth Public Affairs Office. The emergency snow routes will also be broadcast on Channel 2 (local cable access channel) and social media as appropriate.

A complete copy of the Snow and Ice Control Plan is available at the Municipal Service Center and on the City webpage.

A pre-snow season meeting will be held on October 21, 2019 with City staff, school district personnel, City of Lansing personnel, and Leavenworth County personnel to discuss and coordinate areas of responsibility. Discussions with the contractor, KDOT, and Fort Leavenworth personnel will occur in the next few weeks.

POLICY:

The City Commission has consistently placed a high priority on snow and ice control operations.

STAFF RECOMMENDATIONS:

Staff recommends that the City Commission review the current Snow and Ice Control Plan.

ATTACHMENT:

2019 Snow and Ice Plan