



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JULY 8, 2025 6:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATION:

1. Minority Mental Health Awareness Month (pg. 02)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from June 24, 2025 Regular Meeting **Action:** Motion (pg. 03)

NEW BUSINESS:

Public Comment: *Public comment is limited to 3 minutes per speaker. In the interest of time, we ask that groups wishing to speak limit their public comment to one presenter. This is an opportunity for the City Commission to hear the thoughts of the public prior to conducting official City business. The Mayor, City Commission, and City staff have been asked not to respond to those giving public comment, and action may not be taken by the Commission on public comment items. The Mayor may direct staff to follow-up with specific individuals after the meeting. When speaking, please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

3. Leavenworth County Port Authority Golden Shovel Agency Education Campaign Presentation **Action:** None (pg. 08)

Resolutions:

4. Resolution B-2400 Providing for a Notice of Public Hearing on Exceeding Revenue Neutral Rate **Action:** Motion (pg. 09)

Staff Report:

- VA Leavenworth Campus Agreement Review and Discussion (pg. 12)

Consent Agenda:

Claims for June 20, 2025 through July 2, 2025, in the amount of \$1,643,568.13; Net amount for Payroll #13 effective June 27, 2025, in the amount of \$461,036.90 (Includes Police & Fire Pension in the amount of \$7,753.58). **Action:** Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *National Minority Mental Health Awareness Month was established in 2008 to bring attention to the unique challenges faced by racial and ethnic minorities in the United States; and*
- WHEREAS,** *according to data from the Substance Abuse and Mental Health Service Administration's 2021 National Survey on Drug Use and Health, the prevalence of any mental illness was highest among adults reporting two or more races; and*
- WHEREAS,** *National Minority Mental Health Awareness Month raises awareness about how culture, ethnicity, and race all play a role in the way that each person experiences the world. These factors, among others, have profound effects on mental health, especially in Black, Indigenous and people of color; and*
- WHEREAS,** *in honor of Darius Jamal Williams, the City of Leavenworth raises awareness so that more people might reach out for help by calling or texting 988 if they or someone they know is in crisis, look out for warning signs in others, and make sure people feel heard and understood; and*
- WHEREAS,** *Minority Mental Health Awareness Month in honor of Darius Jamal Williams is a month where Leavenworth citizens work together to bring awareness to the unique needs of minorities in our city, county, state, and country so that citizens feel heard, loved, and understood. Through awareness, we can build a stronger community, and build generations of compassionate Leavenworth citizens; and*
- WHEREAS,** *some contributing factors to high rates of mental illness among minorities are the cost of care, inadequate insurance coverage, inaccessibility to high-quality mental healthcare services, a lack of providers from one's racial or ethnic group, and cultural stigma.*

NOW, THEREFORE, *I Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of July 2025 as:*

Minority Mental Health Awareness Month in Honor of Darius Jamal Williams

and encourage all citizens to not only hold each other up in mental health, but to join together to give back to the community in any way that is personally meaningful and honors loved ones who have attempted or succeeded in the act of suicide.

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Holly Pittman, Mayor Pro Tem Nancy Bauder, Commissioners Edd Hingula and Griff Martin. Absent: Commissioner Jermaine Wilson.

Staff members present: City Manager Scott Peterson, Assistant City Manager Penny Holler, Deputy Finance Director Andrew See, Parks & Recreation Director Steve Grant, Public Works Director Brian Faust, WPC Superintendent Tim Guardado, WPC Assistant Superintendent Jon Lemke, Public Information Officer Melissa Bower, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

Parks & Recreation Month - Mayor Pittman read the proclamation recognizing July 2025 as Parks & Recreation Month. The proclamation was accepted by Parks & Recreation Director Steve Grant.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Martin moved to accept the minutes from the June 10, 2025 regular meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

NEW BUSINESS:

Public Comment: *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Maryann Neeland, 113 Topeka Ave.:

- Emailed information to the Commission regarding a skatepark expansion
- Conducted a survey to see what the skaters want to see in an expansion
- Mentioned missed revenue by not hosting a skate competition or rentals
- Park needs lights, restrooms and shade structures
- Skaters will be at Camp Leavenworth this year

Billy Neeland, 113 Topeka Ave.:

- Thanked Unity in the Community for providing food for the go skate day event along with others who helped make the event successful
- Would like to see lights and shade structures at the skate park
- Volunteered to be consultants on any skatepark expansion
- Has ideas for a smaller skatepark at a different park

William Rogers, 7362 Yecker Ave., KCKS:

- Discussed the Special Use Permit matter with CoreCivic
- Feels CoreCivic doesn't want oversight and feels that's why they pulled their initial Special Use Permit application
- Mentioned that inmates are dying at CoreCivic facilities, and that CoreCivic has issues in other parts of the U.S. with its facilities

General Items:

Mayor's Appointments

Mayor Pittman moved to appoint to the Building Code Board of Appeals Michael Powell to a term ending May 1, 2030. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Presentation of Proposed 2026 Operating Budget – City Manager Scott Peterson presented the proposed 2026 Operating Budget via a PowerPoint Presentation. Items reviewed with the City Commission included:

- Goals and Priorities
 - Take an honest approach to revenue generation in the City
 - Evaluate Future of Solid Waste Services
 - Evaluate Future of Wastewater Services
 - Establish Priorities for Economic Development Partners
 - Look into digitization of City-wide offices/services
 - Increased communication from the City to the public
- Budget Impacts
 - Declining Sales Tax
 - Increased Wages in 2024 and 2025
 - Debt payoff
 - Grant fund subsidized by General Fund
 - Insurance – Property & Liability
 - Insurance – Health Insurance
- Budget Assumptions
- Reviewed Revenues and Expenditures
- Reserves
- 2026-2030 CIP Overview
- Future of Solid Waste
- Economic Development Options
- Reviewed possibility of joining State Employee Health Plan
- Reviewed key dates for 2026 Budget Process and Meetings
- Proposed Mill Levy increase of 2.3796 mills

Bids, Contracts and Agreements:

Consider Award of Contract for Wastewater Treatment Plant Master Plan Update – Public Works Director Brian Faust presented for consideration the scope of services and contract for updating the Wastewater Treatment Plant Master Plan. The City's current plant is approaching the end of its operational life and upcoming regulatory requirements will likely not be obtainable with our existing Trickling Filters. An

updated master plan is needed to determine the type of treatment that will be most cost effective while meeting discharge limits, and define the layout for an updated plant and what components of the existing plant can be reused. This will help ensure the City of Leavenworth continues to meet current and future state and federal regulations and provide sufficient capacity to support resident, commercial and industrial growth in the community. Black & Veatch designed the upgrades to the old facility back in the mid-1970's, performed the 2010 Master Plan Update and designed the UV Disinfection System that was constructed in 2012. This study will evaluate the capacity of the existing Wastewater Treatment Plant to meet discharge requirements and recommend improvements for a future planning period. The Kansas Department of Health & Environment has issued a National Pollutant Discharge Elimination System permit with suggested changes in operation and/or construction improvements to maximize the level of nutrient removal with the intent of achieving future Biological Nutrient Removal goals. Funding for this project will come from the Sewer Fund Reserves.

Commissioner Bauder moved to award the contract for the 2025 Wastewater Treatment Plant Master Plan Update to Black & Veatch, in an amount not to exceed \$370,019.00, and authorize the Mayor to execute the contract. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Consider Award of Bid for CDBG Sidewalk Improvements Project – Kiowa Street – Public Works Director Brian Faust presented for consideration award of the 2025 CDBG Sidewalk Improvements Project on Kiowa Street. This project is part of the on-going sidewalk repair and replacement work partially funded by the City's portion of the countywide sales tax. For 2025, funding is available to complete a section of sidewalk on Kiowa Street from 4th Street and 2nd Street. In addition to dedicated sidewalk funding, Community Development is providing CDBG funding to assist with the project. By using CDBG funding, this project is subject to federal regulations and environmental review and request for release of funds from HUD. Project plans were prepared and advertised for bid. Bids were opened on June 13, 2025. The sidewalk improvements are expected to begin no later than July 21, 2025 with completion in 30 calendar days. The project consists of new ADA compliant ramps, sidewalk, curbs, and drive entrances along the north and south sides of Kiowa Street from 4th east to 2nd Street. The total project cost is \$96,737.50. There is CDBG funding available in the amount of \$82,637. The CDBG funding will cover most of the cost of the project with the remaining funds coming from the Streets Capital Project Fund – Annual Sidewalk Program.

Commissioner Hingula moved to award the bid for the 2025 CDBG Sidewalk Improvement Project on Kiowa Street between 4th Street and 2nd Street to Baker Construction, in an amount not to exceed \$96,737.50. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Consider Award of Bid for WPC Aeration Basin Blower Replacement – Public Works Director Brian Faust presented for consideration award of two (2) Hoffman blowers for the grit removal system. The Water Pollution Control Plant's grit removal system is supported by three (3) Hoffman blowers and motors that were originally installed in the 1970's. Over the years, these units have been periodically rebuilt to extend their service life. However, due to their age and decreasing reliability, replacement of the equipment is now necessary to ensure continued operational efficiency to reduce the risk of unplanned failures. The grit removal process is a critical component of wastewater treatment, as it removes abrasive materials, such as sand, gravel, and other inorganic particles from the influent. If not effectively removed, this grit can cause significant damage to downstream systems, including wearing out pump impellers, plugging pumps and

reducing the efficiency of treatment processes. Funding was allocated for the replacement of the aging blower units. Staff use the Bonfire procurement portal, requesting quotations for the remove and replacement of the blowers and associated motors, only one (1) response was received. Upon review, staff determined that the cost associated with replacing two (2) of the units falls within the available CIP budget for this project. Replacement of the third unit is being considered for a future budget cycle.

Commissioner Martin moved to award the bid for the removal and replacement of two (2) blowers and motors to JCI Industries, LLC/an OTC Industrial Technologies Company, in an amount not to exceed \$137,722.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Consider Award of Bid for WPC Raw Sewage Basement Pump Room Repainting Project – Public Works Director Brian Faust presented for consideration award of the Raw Sewage Basement pumping station painting project. The Raw Sewage Basement houses critical infrastructure including pipes, pumps, and valves that are essential to the operation of the wastewater treatment process. Many of these components have been in service for decades and the protective paint coating applied in the past have deteriorated significantly over time due to the harsh, high-moisture environment typical of this area. In recent years, on-going maintenance work-particularly the repair and replacement of various pumps and valves-has further exposed uncoated or partially coated metal surfaces. As a result, the existing paint has started to flake off, and unprotected areas have begun to show signs of corrosion and rust. This degradation not only affects the structural integrity and longevity of the equipment, but also poses operational risks if left unaddressed. To restore and protect these components, sandblasting and repainting the affected pipes, pumps, and valves is required. This work will remove deteriorated coatings and surface corrosion and apply new protective coatings to help preserve equipment, reduce the need for future repairs and maintain the integrity of the wastewater treatment process. Staff used the Bonfire procurement portal, requesting quotations for sandblasting and painting of the raw sewage basement pipes, valves and pumps. Two (2) quotes were received. The cost of the sandblasting and painting will come from the Wastewater Treatment Plant budget

Commissioner Bauder moved to award the bid for the sandblasting and painting of the Raw Sewage pumping station basement to Genesis Environmental Solutions, Inc., in an amount not to exceed \$54,136.00. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Consent Agenda:

Commissioner Martin moved to approve claims for June 6, 2025 through June 19, 2025, in the amount of \$1,675,720.11; Net amount for Payroll # 12 effective June 13, 2025 in the amount of \$442,174.59 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 4-0.

Other:

City Manager Scott Peterson:

- The budget PowerPoint will be uploaded to the website for the general public to review

Commissioner Hingula:

- 4th of July is coming

- Fireworks are illegal in Leavenworth
- Wished everyone a safe and happy 4th of July
- The Fort has a great fireworks show

Commissioner Bauder:

- Enjoying using the pool for water walking
- Everyone keep cool during the heat

Commissioner Martin

- Hope everyone has a blessed week

Mayor Pittman:

- Asked about planting trees to honor 2 recently deceased past mayors
- Asked about the A/C at the Performing Arts Center

Adjournment:

Commissioner Martin moved to adjourn the meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:06 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT
Leavenworth County Port Authority Golden Shovel Agency
Education Campaign Presentation

July 8, 2025

Prepared by:



Scott Peterson
City Manager

SUBJECT:

The Golden Shovel Agency, a Midwest-based marketing firm, has been hired by the Leavenworth County Port Authority to lead a public engagement campaign to educate county residents about the Port Authority's proposed mill levy, that would be used to finance the Port Authority's activities into the future. Golden Shovel, along with representatives from the Port Authority, will be presenting that campaign to the Leavenworth City Commission, and will also make themselves available for questions from the Commission. The Port Authority requested this presentation to the City Commission on their own behalf.

Policy Report

Finance No. 25-02

**Resolution Providing for a Notice of Public Hearing
Exceeding Revenue Neutral Rate**

July 8, 2025

Prepared by:



Roberta Beier
Finance Director

Approved by:



Scott Peterson
City Manager

Issue:

The City of Leavenworth intends to exceed the revenue neutral rate for the 2026 budget year. As required by state statute referenced in the attached resolution, the City must hold a public hearing related to this issue.

The attached resolution comprises all of the elements required by K.S.A. 79-2988 (b) in regards to public hearing requirements. The public hearing date is scheduled for August 26, 2025, for the consideration of exceeding the revenue neutral rate.

Attachments:

Resolution No. B-2400

RESOLUTION NO. B-2400

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS, OF THE CITY'S INTENT TO EXCEED ITS "REVENUE NEUTRAL RATE", ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, pursuant to K.S.A. 79-2988 (the "Act"), the Clerk of Leavenworth County, Kansas, has calculated and notified the City of Leavenworth, Kansas (the "City") that, for the City's 2026 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 25.504 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

WHEREAS, the Act further provides that no tax rate in excess of the revenue neutral rate shall be levied by the Governing Body of the City except in accordance with procedures established under the Act; and

WHEREAS, it is the intent of the Governing Body to exceed the revenue neutral rate, and the City desires to call and conduct a public hearing under the provisions of the Act and to provide notice of the City's proposed tax rate.

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

Section 1. Intent to Exceed Revenue Neutral Rate; Proposed Tax Rate. Pursuant to K.S.A. 79-2988(b), the City, by and through its Governing Body, hereby declares its intent to exceed the revenue neutral rate. The City's proposed tax/mill levy rate for the 2026 budget year is 29.846.

Section 2. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body to consider exceeding the revenue neutral rate on August 26, 2025, at Leavenworth City Hall, 100 N. 5th Street, Leavenworth, Kansas, 66048, the public hearing to commence at 6:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body shall provide interested taxpayers desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment.

Section 3. Notice of Public Hearing—County. The City Clerk is hereby authorized and directed to notify the Leavenworth County Clerk, on or before July 20, 2025, of the City's proposed intent to exceed the revenue neutral rate and to provide the date, time, and location of the public hearing. The Leavenworth County Clerk shall transmit such notice in accordance with the procedures set forth in the Act.

Section 4. Notice of Public Hearing—City. The City Clerk is further hereby authorized and directed to publish notice of the City's proposed intent to exceed the revenue neutral rate by publishing notice at least ten (10) days in advance of the public hearing:

(A) on the website of the City; and

(B) in a weekly or daily newspaper of Leavenworth County, Kansas, having a general circulation therein.

Such notice published by the City Clerk shall include, but not be limited to, the City's proposed tax rate (as set forth in this Resolution), its revenue neutral rate, and the date, time, and location of the

public hearing.

Section 5. Further Action. The Mayor, City Manager, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This resolution shall be effective upon its adoption by the Governing Body of the City of Leavenworth, Kansas.


ADOPTED this 8th day of July, 2025.


Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

Policy Report No. 2-2025
Review and Discuss Agreement with VA Leavenworth Campus
July 8, 2025

Prepared by: 
Patrick R. Kitchens, Police Chief

Approved by: 
Scott Peterson, City Manager

ISSUE:

The agreement to provide Police and Fire Services for the VA Campus between the City of Leavenworth and Eisenhower Ridge (now known as the Pioneer Group) is set to expire on September 15, 2025 and requires both entities to agree to continue.

BACKGROUND:

On September 15, 2005, the City of Leavenworth entered into an agreement (attached) with Eisenhower Ridge (ER) now known as “the Pioneer Group” to “provide Police and Fire protection services for the Property in a manner consistent with the quality of service provided throughout the city.”

The agreement with the Pioneer Group and the City of Leavenworth arose to a different development agreement between Pioneer Group and the Veteran’s Administration. The Pioneer Group entered into a 99-year lease to re-develop a number of very old buildings on the campus into apartment buildings and then make them available for rent. The original concept was to target veterans who would be able to live on campus and take advantage of all the services. Staff believes today the apartments are available to everyone.

The Fire Department responds to the entire campus and the Police Department responds to portions of the VA Campus operated by the Pioneer Group. The VA has a full-time functioning Police Department and they respond to the other areas of the campus. The Leavenworth Fire Department responds to the entire campus because at some point the VA disbanded their Fire Department and they no longer have one.

(See Map)

The City of Leavenworth collectively (Police and City Clerk’s Office) experienced a series of problems with this agreement over the years. Those difficulties include interpretation of the agreement that relates to initial response, as well as problem solving to improve the conditions.

The City Clerk's Office experienced significant delays in payment over the last several years.

The original architect of the agreement from the Pioneer Group has passed away and their family is in the process of selling the project to a new developer. Staff understands the new developer is K.C. Knudson and Company from Council Bluffs, Iowa.

BUDGET IMPACT:

The agreement does require the Pioneer Group to pay for Police and Fire Services based on a series of formulas. (See Article 3, Compensation). There is likely benefit to restructuring those formulas after 20 years.

STAFF RECOMMENDATION:

Staff recommends the City of Leavenworth not renew the agreement in the current form and return Police Services back to the VA Police Department. Further, staff recommends that the City of Leavenworth prepare a new agreement with the Pioneer Group, or the new developer, to accurately cover the costs of Fire Service. Staff believes with this recommendation that the VA Campus will not suffer any loss to adequate police and fire protection moving forward. Leavenworth PD will remain available to assist the VA's police department, if needed.

COMMISSION ACTION:

Discuss and review the Police and Fire Services agreement with the Pioneer Group.

2005-31

**Fee for Service Agreement
POLICE AND FIRE PROTECTION
By and Between
CITY OF LEAVENWORTH
and
EISENHOWER RIDGE**

AGREEMENT

This Fee for Services Agreement for Police and Fire Protection (hereinafter referred to as "Agreement"), is made and entered into this the 24th day of August, 2005, by and between the City of Leavenworth, Kansas ("City"), and Eisenhower Ridge Association ("ERA") for the portion of land and buildings described in Attachment 1 ("Property") that ERA is leasing from the Secretary of Veterans Affairs ("Secretary"), an officer of the United States on behalf of the Department of Veterans Affairs (the "VA");

RECITALS

WHEREAS, the City desires the VA allow a developer to adaptively reuse and redevelop the subject Property rather than demolish the historic structures located on the Leavenworth VA Medical Center (VAMC) campus; and

WHEREAS, the VA has chosen to enter into an Enhanced-Use Lease ("EUL") to lease the Property, and has by means of a Request For Proposals ("RFP") solicited for a developer to adaptively reuse and redevelop the Property in accordance with the RFP; and

WHEREAS, based on its evaluation of responses to the RFP, VA chose ERA as the Selected Developer for a seventy-five year EUL to adaptively reuse and redevelop the Property; and

WHEREAS, the VA's RFP section 3.4.7 required the Selected Developer arrange for some entity other than the VA to provide Police and Fire Protection services; and

WHEREAS, ERA desires to have the City provide Police and Fire Protection for the Property during the EUL; and

Agreement for Police and Fire Protection

WHEREAS, the City typically receives property tax revenues to help fund the Police and Fire Protection services throughout Leavenworth, but recognizes this development is on federal lands not subject to City property taxation; and

WHEREAS, the City is willing to provide similar Police and Fire Protection services to this development under a Fee for Services Agreement;

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION AS PRESCRIBED IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND ACCEPTED, IT IS HEREBY AGREED THAT the City will provide Police and Fire Protection for the Property, subject to the terms and conditions set forth in this Agreement.

ARTICLE 1 TERM

The term of this Agreement shall commence on September 15, 2005, and unless terminated sooner by ERA's acquisition of the Property, or unless extended by mutual agreement, shall terminate twenty years thereafter, subject to four additional five-year renewal periods. The Parties agree that they mutually desire and intend to continue this Agreement as long as ERA, and its successors or assigns lease the Property from the VA.

At the conclusion of the first term, and all subsequent terms, the Parties may agree mutually to renew this Agreement; and such approval shall not be unreasonably or arbitrarily withheld or delayed.

ARTICLE 2 PROTECTION SERVICES

The City agrees to provide Police and Fire protection services for the Property in a manner consistent with the quality of service provided throughout the city. The City acknowledges a cooperative relationship between the City Police department and the VA Police department already exists pertaining to coordinated police protection throughout the VA campus, and acknowledges the City currently provides fire protection for the entire VA campus.

Agreement for Police and Fire Protection

**ARTICLE 3
COMPENSATION**

In exchange for the Article 2 services provided for the Article 1 term, ERA agrees to pay an annual fee to the City. Such payment will be computed annually as described below.

ERA will pay an annual fee at the same time and in a similar manner as others pay their local real estate property taxes, except such payment will be made directly to the City rather than through the County Treasurer. Based on current practices at the signing of this Agreement, ERA will pay the first half of such payment on or before December 20th of each year, with the remainder due on or before May 10th of the following year.

The City will provide notice to ERA by November 20th of each year regarding the amount of the annual fee to be paid for Police and Fire Protection under this Agreement. The amount of the annual fee will be computed based on five factors: 1) the appraised or agreed value; 2) the assessment rates; 3) the Mill Levy for the City of Leavenworth General Fund determined on an annual basis; 4) budgeted expenditures for the City General Fund as determined on an annual basis; and 5) the Police and Fire portion of budgeted expenditures for the City General Fund as determined on an annual basis. The formulas used to determine the annual ERA payment to the City of Leavenworth are:

$$\text{Appraised Value} * \text{Assessment Rate} = \text{Assessed Value}$$

$$\text{Fire \& Police General Fund Expenditures} / \text{General Fund Expenditures} = \text{FP\%}$$

$$\text{City General Fund Mill Levy} * \text{FP\%} = \text{Fire \& Police Mill Levy}$$

$$\text{Assessed Value} / 1000 * \text{Fire \& Police Mill Levy} = \text{ERA Annual Payment}$$

For purposes of this Agreement, the appraised or agreed value means a value set by the County Appraiser for the Property, or an amount mutually agreeable to the City and to ERA. However, for the initial years of this Agreement, both parties stipulate an agreed value of \$10,000 upon the effective date, escalating by no more than the appraised value of the renovated buildings.

The assessment rates shall be equivalent to the assessment rates used for other properties throughout the City of Leavenworth, and shall be determined by the County Appraiser in a manner consistent with the methodology used to determine assessment rates for similar properties in the City.

Agreement for Police and Fire Protection

ARTICLE 4
PLANS & INSPECTIONS

ERA agrees to provide to the City a Code Footprint page of architectural drawings before beginning any major construction renovations. The Code Footprint will provide the fire safety information typically required by the Kansas State Fire Marshal.

Upon completion of major construction and renovations, ERA also will provide the City a copy of "as-built" construction drawings, and will submit to an annual fire inspection typical of similar properties throughout the City.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

EISENHOWER RIDGE ASSOCIATION

By:

[Signature]
Name
President
Title

[Signature]
Witness

THE CITY OF LEAVENWORTH, KANSAS

By:

[Signature]
Name
City of Leavenworth Mayor
Title

[Signature] City Manager
Witness

Lisa Weakley is personally known to me and signed this 30th of August, 2005

My Commission expires 4-6-08 BETH M. BECKER

Attachment 1
PROPERTY DESCRIPTION

Tract I

Commencing at the West Quarter Corner of Section 7, Township 9 South, Range 23 East, Leavenworth County, Kansas; thence along Section Line, North 01 degrees 29 minutes 29 seconds West 429.33 feet; thence departing said line, North 88 degrees 30 minutes 31 seconds East 1357.69 feet to the Point of Beginning; thence North 88 degrees 33 minutes 34 seconds East 333.33 feet; thence South 00 degrees 00 minutes 00 seconds East 217.32 feet; thence South 85 degrees 54 minutes 24 seconds East 44.65 feet; thence South 42 degrees 23 minutes 59 seconds East 60.05 feet; thence South 12 degrees 21 minutes 58 seconds East 56.70 feet; thence South 04 degrees 52 minutes 48 seconds West 166.41 feet; thence North 89 degrees 27 minutes 03 seconds West 35.41 feet; thence South 10 degrees 40 minutes 42 seconds West 75.93 feet; thence South 10 degrees 05 minutes 53 seconds West 66.67 feet; thence South 10 degrees 40 minutes 07 seconds West 58.57 feet; thence North 51 degrees 51 minutes 23 seconds West 25.99 feet; thence North 55 degrees 55 minutes 23 seconds West 29.07 feet; thence North 63 degrees 45 minutes 09 seconds West 25.32 feet; thence North 68 degrees 31 minutes 58 seconds West 33.13 feet; thence North 15 degrees 36 minutes 17 seconds East 38.26 feet; thence North 02 degrees 54 minutes 49 seconds West 71.80 feet; thence South 82 degrees 35 minutes 11 seconds West 254.93 feet; thence North 00 degrees 00 minutes 00 seconds East 543.81 feet to the point of beginning, said tract contains 4.93 acres, more or less.

Tract 1C

Commencing at the West Quarter Corner of Section 7, Township 9 South, Range 23 East, Leavenworth County, Kansas; thence along Section Line, South 01 degrees 35 minutes 19 seconds East 347.81 feet; thence departing said line, North 88 degrees 24 minutes 41 seconds East 1862.70 feet to the Point of Beginning; thence South 82 degrees 20 minutes 51 seconds East 248.14 feet; thence North 64 degrees 35 minutes 33 seconds East 55.56 feet; thence North 42 degrees 34 minutes 36 seconds East 48.11 feet; thence North 40 degrees 56 minutes 30 seconds East 54.36 feet; thence North 31 degrees 46 minutes 42 seconds East 49.92 feet; thence North 44 degrees 53 minutes 06 seconds East 62.67 feet; thence North 56 degrees 37 minutes 17 seconds East 40.63 feet; thence South 33 degrees 19 minutes 52 seconds East 134.53 feet; thence South 12 degrees 52 minutes 48 seconds East 83.76 feet; thence South 14 degrees 08 minutes 47 seconds West 131.76 feet; thence South 52 degrees 30 minutes 26 seconds West 126.90 feet; thence North 78 degrees 38 minutes 56 seconds West 109.28 feet; thence North 78 degrees 53 minutes 34 seconds West 78.67 feet; thence North 73 degrees 44 minutes 34 seconds West 97.02 feet; thence North 60 degrees 39 minutes 02 seconds West 66.88 feet; thence North 44 degrees 52 minutes 46 seconds West 116.74 feet; thence North 35 degrees 20 minutes 53 seconds West 32.49 feet; thence North 26 degrees 55 minutes 41 seconds East 18.79 feet to the point of beginning, said tract contains 2.54 acres, more or less.

Agreement for Police and Fire Protection

Tract 2

Commencing at the South Quarter Corner of Section 7, Township 9 South, Range 23 East, Leavenworth County, Kansas; thence along Section Line, South 88 degrees 15 minutes 52 seconds West 446.28 feet; thence departing said line, North 01 degrees 44 minutes 08 seconds West 801.30 feet to the Point of Beginning; thence North 45 degrees 11 minutes 28 seconds West 94.33 feet; thence North 56 degrees 24 minutes 22 seconds West 72.25 feet; thence North 60 degrees 09 minutes 05 seconds West 81.80 feet; thence North 65 degrees 02 minutes 02 seconds West 56.79 feet; thence North 71 degrees 37 minutes 06 seconds West 42.08 feet; thence North 35 degrees 42 minutes 55 seconds East 87.60 feet; thence North 79 degrees 44 minutes 08 seconds East 91.35 feet; thence North 05 degrees 41 minutes 08 seconds East 332.17 feet; thence South 84 degrees 18 minutes 58 seconds East 186.53 feet; thence South 61 degrees 06 minutes 12 seconds East 91.09 feet; thence South 13 degrees 02 minutes 02 seconds East 95.90 feet; thence South 06 degrees 43 minutes 42 seconds West 257.33 feet; thence South 36 degrees 30 minutes 47 seconds West 237.47 feet to the point of beginning, said tract contains 3.67 acres, more or less.

Tract 3

Commencing at the South Quarter Corner of Section 7, Township 9 South, Range 23 East, Leavenworth County, Kansas; thence with the South Line of said section, South 88 degrees 15 minutes 52 seconds West 989.24 feet; thence departing said line, North 01 degrees 44 minutes 08 seconds West 62.88 feet to the Point of Beginning, said point being on the North right-of-way line of Kansas State Highway No. 5; thence with said right-of-way line, South 88 degrees 15 minutes 13 seconds West 709.50 feet to the West boundary line of the Department of Veteran Affairs as surveyed April 1992 by Kansas L.S. 673; thence with said line, North 25 degrees 18 minutes 40 seconds West 246.56 feet to a point in an existing fence line; thence with said fence line, North 28 degrees 53 minutes 20 seconds West 906.81 feet; thence departing the western boundary of the Department of Veteran Affairs property and continuing with said fence line, North 28 degrees 23 minutes 09 seconds West 157.97 feet; thence departing said fence line, North 60 degrees 27 minutes 50 seconds East 46.10 feet; thence North 15 degrees 03 minutes 00 seconds West 58.14 feet; thence North 24 degrees 44 minutes 51 seconds East 81.49 feet; thence North 59 degrees 27 minutes 53 seconds East 368.74 feet; thence South 29 degrees 54 minutes 29 seconds East 57.16 feet; thence North 60 degrees 27 minutes 50 seconds East 46.10 feet; thence North 81 degrees 14 minutes 45 seconds East 53.89 feet; thence South 66 degrees 48 minutes 55 seconds East 10.69 feet; thence South 13 degrees 06 minutes 46 seconds East 115.59 feet; thence South 17 degrees 19 minutes 03 seconds East 60.00 feet; thence South 23 degrees 07 minutes 00 seconds East 59.56 feet; thence South 24 degrees 56 minutes 04 seconds East 160.36 feet; thence South 33 degrees 35 minutes 28 seconds East 13.94 feet; thence South 25 degrees 41 minutes 00 seconds East 38.70 feet; thence South 23 degrees 06 minutes 27 seconds East 57.04 feet; thence South 27 degrees 09 minutes 46 seconds East 90.04 feet; thence South 32 degrees 04 minutes 37 seconds East 69.95 feet; thence South 37 degrees 42 minutes 13 seconds East 89.61 feet; thence South 82 degrees 46 minutes 41 seconds East 136.20 feet; thence North 78 degrees 04 minutes 27 seconds East 43.39 feet; thence North 73 degrees 13 minutes 42 seconds East 61.04 feet; thence North 69 degrees 08 minutes 11 seconds East 71.37 feet; thence North 70 degrees 16 minutes 17 seconds East 98.47 feet; thence North 84 degrees 57 minutes 27 seconds East 24.94 feet; thence South 63 degrees 20 minutes 59 seconds East 12.73 feet; thence South 21 degrees 17 minutes 07

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seconds East 11.47 feet; thence South 15 degrees 15 minutes 15 seconds West 64.34 feet; thence South 07 degrees 16 minutes 21 seconds West 50.18 feet; thence South 05 degrees 18 minutes 26 seconds East 51.52 feet; thence South 12 degrees 59 minutes 01 seconds East 57.55 feet; thence South 25 degrees 43 minutes 08 seconds East 53.09 feet; thence South 33 degrees 47 minutes 38 seconds East 23.00 feet; thence South 45 degrees 32 minutes 15 seconds East 50.26 feet; thence South 49 degrees 06 minutes 53 seconds East 53.63 feet; thence South 54 degrees 37 minutes 43 seconds East 53.15 feet; thence South 55 degrees 29 minutes 25 seconds East 61.45 feet; thence South 56 degrees 32 minutes 48 seconds East 150.60 feet; thence South 39 degrees 23 minutes 48 seconds West 434.37 feet to the point of beginning, said tract contains 26.90 acres, more or less.

Tract 4

Commencing at the South Quarter Corner of Section 7, Township 9 South, Range 23 East, Leavenworth County, Kansas; thence along Section Line, South 88 degrees 15 minutes 52 seconds West 1229.01 feet; thence departing said line, North 01 degrees 44 minutes 08 seconds West 911.70 feet to the Point of Beginning; thence South 47 degrees 42 minutes 12 seconds West 14.99 feet; thence South 74 degrees 22 minutes 16 seconds West 49.37 feet; thence South 83 degrees 00 minutes 04 seconds West 37.64 feet; thence North 85 degrees 27 minutes 18 seconds West 47.78 feet; thence North 76 degrees 42 minutes 08 seconds West 32.72 feet; thence North 58 degrees 58 minutes 40 seconds West 29.33 feet; thence North 47 degrees 31 minutes 42 seconds West 32.15 feet; thence North 38 degrees 33 minutes 06 seconds West 27.16 feet; thence North 31 degrees 28 minutes 24 seconds West 79.68 feet; thence North 38 degrees 12 minutes 43 seconds East 5.68 feet; thence North 25 degrees 00 minutes 29 seconds West 123.18 feet; thence North 52 degrees 10 minutes 39 seconds West 12.04 feet; thence North 24 degrees 42 minutes 17 seconds West 206.35 feet; thence North 22 degrees 53 minutes 57 seconds West 50.15 feet; thence North 17 degrees 31 minutes 54 seconds West 59.90 feet; thence North 13 degrees 52 minutes 29 seconds West 61.56 feet; thence North 10 degrees 04 minutes 22 seconds West 43.41 feet; thence North 06 degrees 35 minutes 43 seconds West 89.64 feet; thence North 03 degrees 55 minutes 55 seconds East 86.22 feet; thence North 06 degrees 13 minutes 19 seconds East 121.78 feet; thence North 08 degrees 10 minutes 05 seconds East 115.34 feet; thence North 08 degrees 07 minutes 18 seconds East 72.14 feet; thence North 03 degrees 58 minutes 36 seconds East 164.73 feet; thence North 03 degrees 15 minutes 20 seconds East 89.36 feet; thence North 03 degrees 35 minutes 33 seconds East 82.42 feet; thence North 05 degrees 17 minutes 46 seconds West 145.27 feet; thence North 86 degree 30 minutes 38 seconds East 316.89 feet; thence North 82 degrees 35 minutes 11 seconds East 254.93 feet; thence South 02 degrees 54 minutes 49 seconds East 71.80 feet; thence South 15 degrees 36 minutes 17 seconds West 38.26 feet; thence South 68 degrees 31 minutes 58 seconds East 33.13 feet; thence South 00 degrees 57 minutes 53 seconds East 31.29 feet; thence South 08 degrees 26 minutes 47 seconds East 77.03 feet; thence South 74 degrees 27 minutes 59 seconds West 118.17 feet; thence South 06 degrees 42 minutes 11 seconds East 29.16 feet; thence South 68 degrees 53 minutes 34 seconds West 60.69 feet; thence South 57 degrees 33 minutes 26 seconds West 65.40 feet; thence South 10 degrees 27 minutes 04 seconds West 307.17 feet; thence South 80 degrees 27 minutes 22 seconds East 84.52 feet; thence South 02 degrees 22 minutes 37 seconds West 250.28 feet; thence South 54 degrees 54 minutes 39 seconds West 56.12 feet; thence South 41 degrees 44 minutes 51 seconds West 47.98 feet; thence South 25 degrees 14 minutes 56 seconds West 30.57 feet; thence South 16 degrees 01 minutes 56 seconds West

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61.70 feet; thence South 10 degree 28 minutes 19 seconds West 39.56 feet; thence South 03 degrees 47 minutes 34 seconds West 61.22 feet; thence South 06 degrees 36 minutes 12 seconds East 60.09 feet; thence South 23 degrees 20 minutes 54 seconds East 98.83 feet; thence South 26 degrees 37 minutes 24 seconds East 31.85 feet; thence South 32 degrees 26 minutes 57 seconds East 31.73 feet; thence South 35 degrees 52 minutes 32 seconds East 85.34 feet; thence South 51 degrees 04 minutes 44 seconds West 44.31 feet; thence North 39 degrees 48 minutes 23 seconds West 8.19 feet; thence South 51 degrees 06 minutes 22 seconds West 41.66 feet; thence South 39 degrees 58 minutes 11 seconds East 29.74 feet; thence South 50 degrees 06 minutes 48 seconds West 12.97 feet; thence South 39 degrees 16 minutes 05 seconds East 154.98 feet to the point of beginning, said tract contains 13.89 acres, more or less.

MEMORANDUM OF UNDERSTANDING
BETWEEN
POLICE SERVICE
EASTERN KANSAS HEALTH CARE CENTER (EKHCS)
LEAVENWORTH, KANSAS
and
LEAVENWORTH POLICE DEPARTMENT
LEAVENWORTH, KANSAS

The purpose of this Memorandum of Understanding (MOU) is to clarify the respective operational responsibilities of the Leavenworth Police Department and the VA Police Department on the Leavenworth VA Medical Center campus, specifically the responsibilities for leased and non-leased areas on the campus. The Leavenworth Police Department shares concurrent jurisdiction with the VA Police Department on the Leavenworth VA Medical Center campus. Regardless of any language outlined in this document, the VA Police Department can still request mutual aid from the Leavenworth Police Department. The VA Police Department will retain enforcement authority for any police-related matters covered by federal law that occur on the VA campus outside of the enhanced use lease (EUL) areas.

The Leavenworth Police Department will patrol areas and respond to calls for police service specific to the EUL property. The Leavenworth Police Department will be responsible for any and all police-related matters including, but not limited to, felony and misdemeanor crimes, crisis intervention, and traffic issues on any of the EUL properties. While responding to or investigating any state or local violation of the law, officers of the Leavenworth Police Department are afforded all authority granted them by the State of Kansas and City of Leavenworth as certified law enforcement officers.

For all life threatening situations occurring on the VA property including the EUL areas, the VA Police Department and Leavenworth Police Department may respond mutually to restore order. Once the crisis is over, if the events took place on the VA property within the EUL properties, the Leavenworth Police Department will assume responsibility. If it takes place outside of any of the EUL properties, the VA Police Department will handle the matter.

The City of Leavenworth has granted express authority for VA Police Department officers to enforce traffic offenses in violation of City of Leavenworth traffic ordinances. In non-leased areas, the VA Police may enforce these ordinances, subject to federal statutes, regulations and VA Handbook 0730. When an offender must be taken to the county jail, the VA Police will contact the Leavenworth Police Department who will transport the offender to jail. The Leavenworth Police Department will pay for the cost of the incarceration.

Leavenworth Police Officers on VA Property in a patrol capacity may investigate any crime observed, but will inform the VA Police.

When a lessee of an enhanced property dials the emergency number, 911, the call will annunciate at the Leavenworth Police Dispatch. Leavenworth officers may be dispatched immediately, but the dispatcher should contact the VA Police and inform them of the emergency call. The VA Police may also respond.


RONALD T. MOORE
Chief, VA Police, EKHCS

Date: September 8, 2005


LEE DOEHRING
Chief, Leavenworth Police Department

Date: Sept 8, 2005

PD Response at Leavenworth VA

Legend

- PD Responsibility Building
- VA Building
- VA Campus

