

At this time the Courthouse is open to the public. Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue to view the meeting live via YouTube.

***Leavenworth County
Board of County Commissioners***

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
November 3, 2021
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

a) Approval of the minutes of October 27, 2021

- b) Approval of the minutes of the work session of October 27, 2021
- c) Approval of the schedule for the week November 8, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the application for non-matching Juvenile Crime Community Prevention Grant and authorize the chairman to sign.
- b) Consider a motion to approve preliminary engineering for the HRRR project on Tonganoxie Road in an amount not to exceed \$24,960.00.
- c) Consider a motion to approve Resolution 2021-49, a special use permit for a contractor's yard for Kraemer and Sons located at 21655 187th St.
- d) Consider a motion to approve Resolution 2021-50, a rezone from RR-2.5 to B-3 located on 139th St. adjacent to the city of Basehor.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**10:45 a.m. WORK SESSION TO DISCUSS THE
CUSHING BUILDING**

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 1, 2021

Tuesday, November 2, 2021

Wednesday, November 3, 2021

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, November 4, 2021

Friday, November 5, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

*****October 27, 2021 *****

The Board of County Commissioners met in a regular session on Wednesday, October 27, 2021. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Amy Allison, Planning and Zoning Deputy Director; John Richmeier, Leavenworth Times

Residents: Joe Herring, John Matthews, Dennis Taylor, Jeff Dusselier

PUBLIC COMMENT:

John Matthews commented on an agenda item.

ADMINISTRATIVE BUSINESS:

Mark Loughry presented a request for gravel on a driveway to a cemetery located in Easton Township.

Commissioner Culbertson clarified the Township will pay for the gravel, they are just asking for the delivery of the gravel.

A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben that the County Shop deliver gravel on request to a township abandoned cemetery.

Motion passed, 3-2 Commissioners Mike Smith and Doug Smith voted nay.

David Van Parys presented a request from the Leavenworth Rotary Club waiving fees at the Transfer Station for yard waste from 7 homes they are cleaning up for residents that are unable to do themselves.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to waive the Transfer Station fees for the Rotary Club for Saturday cleanup.

Motion passed, 5-0.

Commissioner Doug Smith mentioned a request received from the Leavenworth Historical Society for a letter of support for a grant.

Commissioner Doug Smith encouraged everyone to look at the breakdown of their tax bill and see what the County gets and see what the school districts get.

Commissioner Doug Smith mentioned a comment from the Planning Commission indicating the County Commissioners are requiring a detailed plan from the applicant on rezones. He indicated he didn't know if that is what the Commission wanted.

Mr. Van Parys indicated a meeting will be held this afternoon with the Planning Commission to go over the roles of the Planning Commission members.

Commissioner Culbertson inquired if a mailer from the BOCC could go out with tax statements about LAVTR and demand transfers.

Mr. Van Parys reported the County Clerk and Treasurer are working on tax statements to prepare for mailing and believes there would not be sufficient time to prepare a mailer.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, October 27, 2021 as presented.

Motion passed, 5-0.

Amy Allison presented Resolution 2021-48, a request for a special use permit for a boat storage facility located at 15829 174th St.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve Resolution 2021-48, a special use permit for boat storage facility for Dusselier Boat Storage located at 15829 174th St.

Motion passed, 3-2 Commissioners Kaaz and Mike Smith voted nay.

Commissioner Stieben indicated he is holding a town hall meeting tomorrow evening at the Annex.

Commissioners Kaaz and Doug Smith attended the Juvenile Advisory Board Meeting via Zoom.

Commissioner Doug Smith participated in the MARC meeting and will attend the Basehor City Council meeting and the Fairmount Township meeting.

Commissioner Kaaz attended the Leavenworth City Commission meeting last night.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Kaaz to adjourn.

Motion passed, 5-0.

The Board adjourned at 9:36 a.m.

*****October 27, 2021 *****

The Board of County Commissioners met in a work session on Wednesday, October 27, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Bill Noll, Infrastructure and Construction Services; Amy Allison, Planning and Zoning Deputy Director; John Richmeier, Leavenworth Times

Residents: Joe Herring, Dennis Taylor, John Matthews

A work session was held to discuss Access Management, the plat submittal process and the Comprehensive Plan.

The Board ended the work session at 11:58 a.m.

DRAFT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 8, 2021

Tuesday, November 9, 2021

Wednesday, November 10, 2021

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, November 11, 2021 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERAN'S DAY

Friday, November 12, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-001-5-53-215	4013-01994 UNIFORM RENTALS - N	76.71	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-001-5-53-215	4013-01994 UNIFORM RENTALS - N	76.71	
							*** VENDOR 4120 TOTAL		153.42
20588	ADVANTAGE	ADVANTAGE PRINTING	323131	94823 AP	10/26/2021	1-001-5-28-308	ACT 505 HR BUSINESS CARDS	180.00	
6049	AT&T	AT&T	323132	94824 AP	10/26/2021	1-001-5-07-210	SHF MONTHLY SERVICE	90.02	
18253	AT&T MOBILITY	AT&T MOBILITY	323189	94858 AP	10/29/2021	1-001-5-05-210	TELEPHONE - EMS	265.80	
18253	AT&T MOBILITY	AT&T MOBILITY	323133	94825 AP	10/26/2021	1-001-5-07-210	826875018 WIRELESS SERVICE	92.46	
							*** VENDOR 18253 TOTAL		358.26
1061	B & W FIRE LLC	B & W FIRE LLC	323193	94862 AP	10/29/2021	1-001-5-53-307	00905 NOX WEED ANNUAL SVC ETC	329.45	
1523	BOB BARKER	BOB BARKER CO INC	323135	94827 AP	10/26/2021	1-001-5-07-359	CUST LEAKS4 JAIL SUPPLIES	5,250.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	323137	94829 AP	10/26/2021	1-001-5-18-301	3773122 TONER (IS)	472.76	
24545	CDW GOVERN	CDW GOVERNMENT INC	323200	94869 AP	10/29/2021	1-001-5-31-290	3773122 APC BACK - UPS	118.45	
							*** VENDOR 24545 TOTAL		591.21
2148	CHARM-TEX	CHARM-TEX	323202	94871 AP	10/29/2021	1-001-5-07-359	00-LEAVEN JAIL SUPPLIES	804.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-01-212	INTERN'L ECON DEV COUNCIL JOB	575.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-02-211	KTA	5.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-02-212	IRON MOUNTAIN SHREDDING	27.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-02-301	POSTAL SUPPLIES,ELECTION/CLERK	97.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-02-301	CLERKS OFFICE SUPPLIES	51.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-202	EMS:VEH MAINT,FIELD SUPPLY,TNG	362.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-203	EMS:VEH MAINT,FIELD SUPPLY,TNG	40.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-215	WASTE MGMT EMS9102,LVSO DUMPST	94.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-215	TONGANOXIE WATER EMS 9102,725	81.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-05-215	FREESTATE EMS 9102	396.33	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-216	EMS FIELD SUPPLY,UNIFORMS,RED	459.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-05-280	10-43 MIDWEST MOBILE RADIO	192.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-05-280	10-43 MIDWEST MOBILE RADIO	210.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-282	EMS FIELD SUPPLY,UNIFORMS,RED	346.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-283	EMS FIELD SUPPLY,UNIFORMS,RED	264.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-286	EMS FIELD SUPPLY,UNIFORMS,RED	230.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-306	EMS:VEH MAINT,FIELD SUPPLY,TNG	155.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-306	EMS:VEH MAINT,FIELD SUPPLY,TNG	2,587.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-306	EMS:VEH MAINT,FIELD SUPPLY,TNG	31.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-350	EMS FIELD SUPPLY,UNIFORMS,RED	961.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-350	EMS:VEH MAINT,FIELD SUPPLY,TNG	43.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-380	EMS:VEH MAINT,FIELD SUPPLY,TNG	34.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-381	EMS FIELD SUPPLY,UNIFORMS,RED	1,007.78	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-381	EMS:VEH MAINT,FIELD SUPPLY,TNG	6.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-381	EMS:VEH MAINT,FIELD SUPPLY,TNG	1,201.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-383	EMS:VEH MAINT,FIELD SUPPLY,TNG	86.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-05-383	EMS:VEH MAINT,FIELD SUPPLY,TNG	19.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-06-211	LODGING FOR CONFERENCE (P/Z)	197.79	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-06-211	KTA	3.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-06-216	AT&T MOBILITY WIRELESS MIFI	26.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-06-301	CALENDAR,NAME PLATE	72.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-202	SHERIF:TNG,AMMO,PRISONER HEALT	150.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-202	SHERIF:TNG,AMMO,PRISONER HEALT	3,325.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-202	SHERIF:TNG,AMMO,PRISONER HEALT	68.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-208	WASTE MGMT EMS9102,LVSO DUMPST	355.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-208	10-43 MIDWEST MOBILE RADIO	700.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-208	10-43 MIDWEST MOBILE RADIO	230.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-208	10-43 MIDWEST MOBILE RADIO	175.00	

START DATE: 10/23/2021 END DATE: 10/29/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-208	10-43 MIDWEST MOBILE RADIO	535.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-210	AT&T MONTHLY SVC LVSO	221.80		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-210	AT&T MONTHLY SVC	46.23		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-210	AT&T SHF WIRELESS 287289501005	4,275.24		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-211	LODGING FOR TRAINING	206.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-211	SHERIF:TNG,AMMO,PRISONER HEALT	201.60		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-213	SHF CAR WASH SUPPLIES	43.66		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-216	TIME WARNER CABLE - EOC INTERN	74.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-218	SHERIF:TNG,AMMO,PRISONER HEALT	160.16		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-219	SHERIF:TNG,AMMO,PRISONER HEALT	327.67		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-219	TIME WARNER -INTERNET FOR JAIL	181.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-07-223	10-22 FREESTATE ELECTRIC SVC	372.04		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-301	SHF:OFC/JAIL/TECH,PRINTING/POS	519.07		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-301	KEMA CONF LODGING,OFC SUPPLY	13.48		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-302	SHF:OFC/JAIL/TECH,PRINTING/POS	30.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-303	SHF:OFC/JAIL/TECH,PRINTING/POS	242.82		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-305	SHERIF:TNG,AMMO,PRISONER HEALT	34.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-351	SHERIF:TNG,AMMO,PRISONER HEALT	7.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-354	SHF:OFC/JAIL/TECH,PRINTING/POS	10.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-356	SHERIF:TNG,AMMO,PRISONER HEALT	1,080.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-356	SHERIF:TNG,AMMO,PRISONER HEALT	12.47		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-357	SHF:OFC/JAIL/TECH,PRINTING/POS	9.19		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-359	SHF:OFC/JAIL/TECH,PRINTING/POS	164.64		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-07-362	SHF:OFC/JAIL/TECH,PRINTING/POS	73.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-11-201	CO ATTY:SUPPLIES,REPORT REQUES	65.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-11-253	FLEETHOSTER NOVEMBER SERVICE	19.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-11-301	CO ATTY:SUPPLIES,REPORT REQUES	2,730.72		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-11-301	CO ATTY: SUPPILES	1,627.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-14-210	SPECTRUM COMMUNICIONS-COUNTY	2,018.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-220	WASTE MGMT - COURTHOUSE DUMPST	293.09		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-220	FREESTATE ELEC SVC 725 LAMING	950.51		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-220	TONGANOXIE WATER EMS 9102,725	63.29		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-14-220	10-22 FREESTATE ELECTRIC SVC	676.14		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-234	QUADIENT POSTAGE METER LEASE #	741.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-247	IRON MOUNTAIN SHREDDING	23.19		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-301	POSTAL SUPPLIES,ELECTION/CLERK	268.20		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-332	SHERIF:TNG,AMMO,PRISONER HEALT	173.18		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-14-340	FLEETHOSTER PURCHASE 15 UNITS	3,677.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-18-213	COMMUNICATIONS FOR ALARMS	1,206.56		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-18-213	SPECTRUM:COMMUNICATIONS	1,112.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-18-213	SPECTRUM COMMUNICIONS-COUNTY	2,500.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-19-220	IRON MOUNTAIN SHREDDING	133.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-19-301	DIST CT - JURY SUPPLIES	53.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-28-301	IRON MOUNTAIN SHREDDING	11.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-209	MOWING EQUIP/CHEM,ANNEX,CTHSE,	4,684.49		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-297	MOWING EQUIP/CHEM,ANNEX,CTHSE,	60.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-312	CTHSE MATERIALS,VEH REPAIR,JC	232.61		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-312	MOWING EQUIP/CHEM,ANNEX,CTHSE,	238.41		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-320	CTHSE MATERIALS,VEH REPAIR,JC	34.85		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-31-390	MOWING EQUIP/CHEM,ANNEX,CTHSE,	1,298.64		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-32-296	MOWING EQUIP/CHEM,ANNEX,CTHSE,	446.72		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-32-297	WASTE MGMT	316.33		

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-32-391	JC BUILDING MAINT SUPPLIES	756.52		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-32-391	JC BLDG MAINT	42.60		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-32-391	CTHSE MATERIALS,VEH REPAIR,JC	343.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-32-391	MOWING EQUIP/CHEM,ANNEX,CTHSE,	672.53		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-33-209	MOWING EQUIP/CHEM,ANNEX,CTHSE,	1,979.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-201	APPRAISER OFFICE/COMPUTER SUPP	39.76		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-211	APPRAISER OFFICE/COMPUTER SUPP	4.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-211	APPR - PARKING KCAA MEETING	3.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-271	FLEETHOSTER NOVEMBER SERVICE	138.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-271	FLEETHOSTER (PRO-RATED NEW EQU	20.61		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-301	APPRAISER OFFICE/COMPUTER SUPP	325.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-370	PRICE DIGESTS:APPRAISAL GUIDES	2,159.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-41-371	APPRAISER OFFICE/COMPUTER SUPP	558.04		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-42-293	GIS:ESRI SERVICE	200.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-49-301	POSTAL SUPPLIES,ELECTION/CLERK	118.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-53-203	PESTICIDE PERMIT,CHAINSAW EQUI	50.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-001-5-53-207	WASTE MGMT	65.65		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-001-5-53-306	PESTICIDE PERMIT,CHAINSAW EQUI	952.89		
							*** VENDOR	648 TOTAL		57,813.97
2611	DIRECTOR OF VEHICLES	KANSAS DEPARTMENT OF REVENUE	323206	94875 AP	10/29/2021	1-001-5-07-213	1 COVER LICENSE PLATE	35.00		
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	323138	94830 AP	10/26/2021	1-001-5-11-501	COUNTY ATTORNEY COURT COSTS	5,545.00		
21300	DIST CT EMPL REIMB	JOELLEN VAN TUYL	323207	94876 AP	10/29/2021	1-001-5-19-213	REIM KCRA CONFERENCE REGISTRAT	100.00		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323139	94831 AP	10/26/2021	1-001-5-05-215	ELEC SVC EMS ADMIN,WIC/HEALTH	661.83		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323209	94878 AP	10/29/2021	1-001-5-14-220	ELEC SVC COURTHOUSE	9,655.84		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323209	94878 AP	10/29/2021	1-001-5-32-392	ELEC SVC JUSTICE CENTER	21,257.74		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323139	94831 AP	10/26/2021	1-001-5-53-219	ELEC SVC NOX WEED	237.01		
							*** VENDOR	86 TOTAL		31,812.42
4465	GRONIS	GRONIS HARDWARE INC	323211	94880 AP	10/29/2021	1-001-5-07-357	SHF - JAIL SUPPLY,MISC HARDWAR	2.15		
4465	GRONIS	GRONIS HARDWARE INC	323211	94880 AP	10/29/2021	1-001-5-07-359	SHF - JAIL SUPPLY,MISC HARDWAR	27.67		
							*** VENDOR	4465 TOTAL		29.82
16080	GT DISTRIBUTORS	GT DISTRIBUTORS	323212	94881 AP	10/29/2021	1-001-5-07-353	009074 POLICE BELTS,SPACERS	134.50		
19139	HEARTLAND	HEARTLAND TOW INC	323140	94832 AP	10/26/2021	1-001-5-07-213	SHF UNIT 142 CO SHOP TO JARBAL	65.00		
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	323219	94888 AP	10/29/2021	1-001-5-11-208	RSVP8/LV CO ATTY SHREDDING	26.00		
26400	KANSAS GAS	KANSAS GAS SERVICE	323223	94892 AP	10/29/2021	1-001-5-14-220	510614745 1631910 36 GAS TRANS	63.53		
259	KEYWEST TECH	KEYWEST TECHNOLOGY INC	323141	94833 AP	10/26/2021	1-001-5-18-254	KIOSK SOFTWARE	295.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323142	94834 AP	10/26/2021	1-001-5-09-203	2022 LEXISNEXIS REMOTE ACCESS	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323142	94834 AP	10/26/2021	1-001-5-09-203	2022 LEXISNEXIS REMOTE ACCESS	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
148	LAW LIBRARY	LEAV CO LAW LIBRARY	323228	94897 AP	10/29/2021	1-001-5-19-301	LEXISNEXIS USER LICENSES	150.00		
							*** VENDOR	148 TOTAL		1,200.00
510	LEAGUE OF NE	LEAGUE OF NEBRASKA MUNIPALITIE	323143	94835 AP	10/26/2021	1-001-5-01-212	328369 JOB POSTING ECON DEV AD	117.70		
220	LEAV CO EX	LEAVENWORTH COUNTY EXTENSION	323144	94836 AP	10/26/2021	1-001-5-25-220	4TH QUARTER PER 2021 LVCO BUDG	61,016.25		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLY	28.50		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLY	53.02		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-001-5-07-359	SHERIFF JAIL AND OFFICE SUPPLY	225.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-001-5-07-359	SHERIFF JAIL AND OFFICE SUPPLY	12.99		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-001-5-19-301	DIST CT CLERK - STENO BOOKS	73.38		
							*** VENDOR	4755 TOTAL		392.89

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
491	MALLORY SAFETY	MALLORY SAFETY AND SUPPLY LLC	323232	94901 AP	10/29/2021	1-001-5-05-350	119768 BROOCKERD SHIRTS	79.90	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	323145	94837 AP	10/26/2021	1-001-5-03-301	OPL223_K COPIER -COURTHOUSE	12.97	
3	OTHER COUNTY OFFICE	POLK COUNTY CLERK OF COURT	323146	94838 AP	10/26/2021	1-001-5-07-251	COPIES OF RECORDS FOR INVESTIG	2.00	
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-001-5-01-301	6310540 BOCC SUPPLIES	274.37	
103	RESTITUTIO								
							*** VENDOR	103 TOTAL	800.00
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-07-213	SHERIFF	2,273.63	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-07-213	SHERIFF	381.01	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-07-218	SHERIFF	152.00	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-07-362	SHERIFF	3,262.50	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-14-332	SHERIFF	2,462.96	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-14-332	SHERIFF	486.07	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-14-333	B&G FUEL	42.71	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-14-333	B&G FUEL	250.06	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-14-336	NOX WEED FUEL, MAINT	243.32	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-41-213	APPRAISER VEHICLE MAINT	166.76	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-001-5-53-308	NOX WEED FUEL, MAINT	519.07	
							*** VENDOR	458 TOTAL	10,240.09
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-211	EE MEALS,REIM JAIL,FUEL,REG,CI	37.64	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-211	EE MEALS,REIM JAIL,FUEL,REG,CI	35.48	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-213	EE MEALS,REIM JAIL,FUEL,REG,CI	43.75	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-218	EE MEALS,REIM JAIL,FUEL,REG,CI	42.27	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-218	EE MEALS,REIM JAIL,FUEL,REG,CI	40.90	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-301	EE MEALS,REIM JAIL,FUEL,REG,CI	6.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-07-354	EE MEALS,REIM JAIL,FUEL,REG,CI	23.51	
6148	SHERIFF	LEAV CO SHERIFF DEPT	323152	94844 AP	10/26/2021	1-001-5-14-332	EE MEALS,REIM JAIL,FUEL,REG,CI	46.63	
							*** VENDOR	6148 TOTAL	276.18
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	323153	94845 AP	10/26/2021	1-001-5-01-205	REIM MILEAGE - KAC/MARC OCT 18	129.92	
248	SUMMIT FOOD	ELIOR, INC	323154	94846 AP	10/26/2021	1-001-5-07-261	C74100 INMATE MEALS	5,703.89	
248	SUMMIT FOOD	ELIOR, INC	323154	94846 AP	10/26/2021	1-001-5-07-261	C74100 INMATE MEALS	5,752.44	
							*** VENDOR	248 TOTAL	11,456.33
22972	TRANSFER STATION	TRANSFER STATION	323242	94911 AP	10/29/2021	1-001-5-32-297	ACCOUNT 158 STANDARD WASTE - J	30.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-01-302	SEPTEMBER POSTAGE	9.61	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-02-302	SEPTEMBER POSTAGE	.53	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-03-302	TREASURER SEPTEMBER POSTAGE	31.26	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-05-302	SEPTEMBER POSTAGE	398.16	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-06-302	SEPTEMBER POSTAGE	45.58	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-07-302	SEPTEMBER POSTAGE	258.26	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-09-302	SEPTEMBER POSTAGE	72.95	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-11-302	SEPTEMBER POSTAGE	468.11	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-14-302	SEPTEMBER POSTAGE	52.06	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-19-302	SEPTEMBER POSTAGE	2,740.73	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-28-302	SEPTEMBER POSTAGE	142.03	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-41-302	SEPTEMBER POSTAGE	236.67	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-49-302	SEPTEMBER POSTAGE	679.29	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-001-5-53-301	SEPTEMBER POSTAGE	19.28	
							*** VENDOR	575 TOTAL	5,154.52
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	323244	94913 AP	10/29/2021	1-001-5-11-255	TRANSCRIPT FEES - COUNTY ATTOR	410.00	
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	323244	94913 AP	10/29/2021	1-001-5-19-251	TRANSCRIPT FEES DIST CT	285.00	
							*** VENDOR	2144 TOTAL	695.00

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2	WATER DEPT	WATER DEPT	323246	94915 AP	10/29/2021	1-001-5-05-215	WATER SVC EMS 9103	50.73	
100	WITNESS LIST								
							*** VENDOR	100 TOTAL	125.00
							TOTAL FUND 001		195,730.85
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	323197	94866 AP	10/29/2021	1-108-5-00-219	HELATH DEPT JANITORIAL,MELO,PE	1,171.57	
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	323197	94866 AP	10/29/2021	1-108-5-00-606	HELATH DEPT JANITORIAL,MELO,PE	390.53	
							*** VENDOR	4938 TOTAL	1,562.10
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-213	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	31.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-219	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	736.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-219	AT&T MOBILITY HEALTH DEPT	165.07	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-280	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	1,005.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-301	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	91.19	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-380	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	634.54	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-384	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	1,556.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-601	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	129.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-108-5-00-601	10-43 MIDWEST MOBILE RADIO	75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-606	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	625.21	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-606	WIC:CLASSES, SUPPLIES	2,077.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-108-5-00-610	HEALTH:CONTR,PP,TP,WIC,PHEP,ME	522.87	
							*** VENDOR	648 TOTAL	7,652.68
86	EVERGY	EVERGY KANSAS CENTRAL INC	323139	94831 AP	10/26/2021	1-108-5-00-219	ELEC SVC EMS ADMIN,WIC/HEALTH	496.36	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323139	94831 AP	10/26/2021	1-108-5-00-606	ELEC SVC EMS ADMIN,WIC/HEALTH	165.46	
							*** VENDOR	86 TOTAL	661.82
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	323227	94896 AP	10/29/2021	1-108-5-00-280	C-10180 PRENATAL CLINICAL SERV	1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	323227	94896 AP	10/29/2021	1-108-5-00-280	C-10180 PRENATAL CLINICAL SERV	1,800.00	
							*** VENDOR	1629 TOTAL	3,600.00
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-108-5-00-302	HEALTH DEPT SEPT POSTAGE	149.67	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-108-5-00-606	HEALTH DEPT SEPT POSTAGE	233.20	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-108-5-00-610	HEALTH DEPT SEPT POSTAGE	.53	
							*** VENDOR	575 TOTAL	383.40
							TOTAL FUND 108		13,860.00
24545	CDW GOVERN	CDW GOVERNMENT INC	323137	94829 AP	10/26/2021	1-115-5-00-409	3773122 COMPUTERS (IS)	3,105.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-115-5-00-409	SKC COMMUNICATIONS - LISTEN TE	1,866.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-115-5-00-409	SKC COMMUNICATIONS - LISTEN TE	26.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-410	FLEETHOSTER NOVEMBER SERVICE	59.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-410	FLEETHOSTER (PRO-RATED NEW EQU	41.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-415	FLEETHOSTER NOVEMBER SERVICE	19.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-418	FLEETHOSTER NOVEMBER SERVICE	38.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-423	FLEETHOSTER NOVEMBER SERVICE	78.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-434	FLEETHOSTER NOVEMBER SERVICE	530.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-115-5-00-434	FLEETHOSTER (PRO-RATED NEW EQU	104.66	
							*** VENDOR	648 TOTAL	2,765.15
							TOTAL FUND 115		5,870.55
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-119-5-00-253	ROD:POSTAGE, KTA	5.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-119-5-00-301	ROD:POSTAGE, KTA	116.00	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
						*** VENDOR	648 TOTAL		121.50
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-119-5-00-301	SEPTEMBER POSTAGE ROD	1.59	
						TOTAL FUND 119			123.09
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	323190	94859 AP	10/29/2021	1-121-5-00-2	2ND QUARTER	8,838.58	
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	323190	94859 AP	10/29/2021	1-121-5-00-2	2ND QUARTER	125.00	
						*** VENDOR	24553 TOTAL		8,963.58
						TOTAL FUND 121			8,963.58
24545	CDW GOVERN	CDW GOVERNMENT INC	323200	94869 AP	10/29/2021	1-126-5-00-223	3773122 LAPTOP COMMUNITY CORR	420.25	
2435	CLINICAL ASSOCIATES	CLINICAL ASSOCIATES PA	323203	94872 AP	10/29/2021	1-126-5-00-705	SEX OFFENDER EVALUATION	400.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-126-5-00-210	COMM CORR,JISP:APPAREL,COMMIDI	40.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-126-5-00-210	FIRSTNET WIRELESS COMMUNITY CO	303.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-126-5-00-221	FLEETHOSTER NOVEMBER SERVICE	9.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-126-5-00-225	IRON MOUNTAIN SHREDDING	11.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-126-5-00-321	COMM CORR,JISP:APPAREL,COMMIDI	19.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-126-5-00-321	COMM CORR,JISP:APPAREL,COMMIDI	11.85	
						*** VENDOR	648 TOTAL		396.93
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	323218	94887 AP	10/29/2021	1-126-5-00-226	SMART SCREEN UA TEST CUPS	316.00	
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-126-5-00-301	5645204 COMM CORR SUPPLIES,JCC	158.64	
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-126-5-00-301	5645204 COMM CORR SUPPLIES,JCC	8.39	
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-126-5-00-301	5645204 COMM CORR SUPPLIES,JCC	18.79	
						*** VENDOR	7098 TOTAL		185.82
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-126-5-00-210	SEPTEMBER POSTAGE COMM CORR	53.53	
						TOTAL FUND 126			1,772.53
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-127-5-00-3	COMM CORR,JISP:APPAREL,COMMIDI	36.45	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-127-5-00-3	COMM CORR,JISP:APPAREL,COMMIDI	33.27	
						*** VENDOR	648 TOTAL		69.72
						TOTAL FUND 127			69.72
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-133-5-00-215	10-28 4013-0993 UNIFORM RENTAL	249.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-133-5-00-215	10-28 4013-0993 UNIFORM RENTAL	249.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-133-5-00-312	10-28 4013-0993 UNIFORM RENTAL	209.94	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-133-5-00-312	10-28 4013-0993 UNIFORM RENTAL	209.94	
						*** VENDOR	4120 TOTAL		919.46
5345	B & D RADI	B & D RADIATOR	323192	94861 AP	10/29/2021	1-133-5-00-360	10-30 RADIATOR	1,235.00	
1061	B & W FIRE LLC	B & W FIRE LLC	323193	94862 AP	10/29/2021	1-133-5-00-364	10-29 PW ANNUAL INSP,CHARGE,PA	1,625.50	
25797	BERRY TRAC	BERRY TRACTOR & EQUIPMENT	323194	94863 AP	10/29/2021	1-133-5-00-360	10-31 066692 POLY WAFER	562.80	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	323196	94865 AP	10/29/2021	1-133-5-00-303	10-32 430742 ROAD SEAL	21,007.80	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	323196	94865 AP	10/29/2021	1-133-5-00-303	10-32 430742 ROAD SEAL	722.70	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	323196	94865 AP	10/29/2021	1-133-5-00-303	10-32 430742 ROAD SEAL	5,182.65	
						*** VENDOR	117 TOTAL		26,913.15
27101	CENTRAL PO	CENTRAL POWER SYSTEMS & SERVIC	323201	94870 AP	10/29/2021	1-133-5-00-306	10-33 17159 PARTS/LABOR #11	2,792.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-201	10-26 PARTS, BRIDGE/SAFETY/OFC	22.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-133-5-00-207	10-43 MIDWEST MOBILE RADIO	375.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-133-5-00-207	10-43 MIDWEST MOBILE RADIO	10.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-133-5-00-207	10-43 MIDWEST MOBILE RADIO	10.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-209	10-26 PARTS, BRIDGE/SAFETY/OFC	165.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-210	AT&T MOBILITY DATA CONNECT - S	245.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-214	10-26 PARTS, BRIDGE/SAFETY/OFC	166.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-133-5-00-251	10-22 FREESTATE ELECTRIC SVC	50.67	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-301	10-26	PARTS, BRIDGE/SAFETY/OFC		312.74
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-301	10-26	PARTS, BRIDGE/SAFETY/OFC		35.04
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-301	10-26	PARTS, BRIDGE/SAFETY/OFC		111.39
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-309	10-25	PARTS, SHOP/WELDING/SAFET		193.19
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-311	10-25	PARTS, SHOP/WELDING/SAFET		165.15
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-312	10-26	PARTS, BRIDGE/SAFETY/OFC		30.57
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-312	10-25	PARTS, SHOP/WELDING/SAFET		155.15
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-318	10-26	PARTS, BRIDGE/SAFETY/OFC		303.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-326	10-26	PARTS, BRIDGE/SAFETY/OFC		880.74
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-326	10-26	PARTS, BRIDGE/SAFETY/OFC		251.35
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-360	10-26	PARTS, BRIDGE/SAFETY/OFC		283.54
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-360	10-26	PARTS, BRIDGE/SAFETY/OFC		2,233.62
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-360	10-25	PARTS, SHOP/WELDING/SAFET		1,924.89
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-360	10-25	PARTS, SHOP/WELDING/SAFET		25.99
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-364	10-26	PARTS, BRIDGE/SAFETY/OFC		456.09
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-364	10-26	PARTS, BRIDGE/SAFETY/OFC		656.28
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-364	10-25	PARTS, SHOP/WELDING/SAFET		119.99
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-365	10-26	PARTS, BRIDGE/SAFETY/OFC		27.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-365	10-25	PARTS, SHOP/WELDING/SAFET		123.33
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-133-5-00-365	10-25	PARTS, SHOP/WELDING/SAFET		59.99
								*** VENDOR	648 TOTAL	9,395.24
475	DSG EQUIPMENT	DSG EQUIPMENT & SUPPLIES	323208	94877 AP	10/29/2021	1-133-5-00-360	10-34	LVCO SHOP WASHJET, COUPLE		373.14
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	323210	94879 AP	10/29/2021	1-133-5-00-360	10-35	016993 EXTENDER		42.24
434	HAMM QUARR	HAMM QUARRIES	323213	94882 AP	10/29/2021	1-133-5-00-361	10-36	300467 ROCK		454.20
191	HOME DEPOT	HOME DEPOT USA	323216	94885 AP	10/29/2021	1-133-5-00-214	10-48	1111680 PAPER TOWELS		100.40
250	INLAND TRUCK	INLAND TRUCK PARTS & SERVICE	323217	94886 AP	10/29/2021	1-133-5-00-360	10-37	054373 YOKES, SHAFT ASSY		331.85
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	323221	94890 AP	10/29/2021	1-133-5-00-364	10-38	SAFETY BOOTS M ELLIOT		150.00
1186	KRANZ OF KANSAS CITY	KRANZ OF KANSAS CITY	323226	94895 AP	10/29/2021	1-133-5-00-360	10-39	11318 HENDERSON LATCH RO		449.02
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-133-5-00-303	10-40	495 BM2		9,251.41
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-133-5-00-303	10-40	495 BM2		14,268.53
								*** VENDOR	1351 TOTAL	23,519.94
537	LEAV TIMES	LEAVENWORTH TIMES	323231	94900 AP	10/29/2021	1-133-5-00-208	ACCT 264	PUBLICATIONS FOR BIDG		17.30
537	LEAV TIMES	LEAVENWORTH TIMES	323231	94900 AP	10/29/2021	1-133-5-00-208	ACCT 264	PUBLICATIONS FOR BIDG		17.30
537	LEAV TIMES	LEAVENWORTH TIMES	323231	94900 AP	10/29/2021	1-133-5-00-208	ACCT 264	PUBLICATIONS FOR BIDG		17.30
537	LEAV TIMES	LEAVENWORTH TIMES	323231	94900 AP	10/29/2021	1-133-5-00-208	ACCT 264	PUBLICATIONS FOR BIDG		17.30
								*** VENDOR	537 TOTAL	69.20
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		240.11
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		284.15
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		2,124.29
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		123.24
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		2,103.40
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		600.00
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323233	94902 AP	10/29/2021	1-133-5-00-360	10-42	95988 FILTERS, BRAKE DRUM		100.00
								*** VENDOR	232 TOTAL	5,575.19
2666	MISC REIMBURSEMENTS	GRADY STITES	323234	94903 AP	10/29/2021	1-133-5-00-203	10-47	REIM CDL		13.75
2666	MISC REIMBURSEMENTS	DEMIAN RENFROW	323235	94904 AP	10/29/2021	1-133-5-00-203	10-45	REIM COMML CLASS		12.50
								*** VENDOR	2666 TOTAL	26.25
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323238	94907 AP	10/29/2021	1-133-5-00-360	10-44	8052255000 DRUMS, SHOES, C		739.20
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323238	94907 AP	10/29/2021	1-133-5-00-360	10-44	8052255000 DRUMS, SHOES, C		123.55
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323238	94907 AP	10/29/2021	1-133-5-00-360	10-44	8052255000 DRUMS, SHOES, C		90.86
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323238	94907 AP	10/29/2021	1-133-5-00-360	10-44	8052255000 DRUMS, SHOES, C		135.97
								*** VENDOR	418 TOTAL	1,089.58

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
632	RWD 8	RURAL WATER DIST NO 8	323170	94848 AP	10/28/2021	1-133-5-00-440	10-5R 2" METER PARTS, LVCO SHO	1,140.00		
632	RWD 8	RURAL WATER DIST NO 8	323170	94848 AP	10/28/2021	1-133-5-00-440	10-5R 2" METER PARTS, LVCO SHO	600.00		
632	RWD 8	RURAL WATER DIST NO 8	323170	94848 AP	10/28/2021	1-133-5-00-440	10-5R 2" METER PARTS, LVCO SHO	3,604.00		
632	RWD 8	RURAL WATER DIST NO 8	323170	94848 AP	10/28/2021	1-133-5-00-440	10-5R 2" METER PARTS, LVCO SHO	3,500.00		
								*** VENDOR	632 TOTAL	8,844.00
3900	S & S ALLOY STEEL, I	S & S ALLOY STEEL, INC	323241	94910 AP	10/29/2021	1-133-5-00-360	10-46 1649 WALL TUBING, WEB AN	1,730.00		
1675	SPRINT	SPRINT	323171	94849 AP	10/28/2021	1-133-5-00-210	10-22R 143250300 GPS MOBILE TE	39.99		
22972	TRANSFER STATION	TRANSFER STATION	323155	94847 AP	10/26/2021	1-133-5-00-214	10-17 ACCT 656 PW - CONSTRUCTI	97.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-133-5-00-301	10-19 SEPTEMBER POSTAGE	74.90		
19138	WEATHER OR	WEATHER OR NOT INC	323247	94916 AP	10/29/2021	1-133-5-00-213	10-49 DIALY WEATHER FORECASTS	1,143.00		
19138	WEATHER OR	WEATHER OR NOT INC	323247	94916 AP	10/29/2021	1-133-5-00-213	10-49 DIALY WEATHER FORECASTS	350.00		
								*** VENDOR	19138 TOTAL	1,493.00
2007	WIRENUTS	WIRENUTS	323248	94917 AP	10/29/2021	1-133-5-00-207	10-50 3 MONTHS MONITORING NOXI	179.70		
								TOTAL FUND 133		88,083.44

24545	CDW GOVERN	CDW GOVERNMENT INC	323200	94869 AP	10/29/2021	1-136-5-00-202	3773122 LAPTOP COMMUNITY CORR	210.13		
24545	CDW GOVERN	CDW GOVERNMENT INC	323200	94869 AP	10/29/2021	1-136-5-00-222	3773122 LAPTOP COMMUNITY CORR	210.13		
								*** VENDOR	24545 TOTAL	420.26
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-201	JISP/CMA TVL, TRAINING, CLIENT I	7.63		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-203	IRON MOUNTAIN SHREDDING	5.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-204	JISP/CMA TVL, TRAINING, CLIENT I	150.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-204	JISP TNG - DCF	10.25		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-206	COMM CORR, JISP: APPAREL, COMMIDI	40.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-136-5-00-206	FIRSTNET WIRELESS COMMUNITY CO	151.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-221	JISP/CMA TVL, TRAINING, CLIENT I	7.63		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-221	FLEETHOSTER NOVEMBER SERVICE	9.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-223	IRON MOUNTAIN SHREDDING	5.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-224	JISP/CMA TVL, TRAINING, CLIENT I	150.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-136-5-00-226	FIRSTNET WIRELESS COMMUNITY CO	151.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-227	JISP/CMA TVL, TRAINING, CLIENT I	8.30		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-301	COMM CORR, JISP: APPAREL, COMMIDI	19.82		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-136-5-00-301	COMM CORR, JISP: APPAREL, COMMIDI	11.86		
								*** VENDOR	648 TOTAL	730.73
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	323218	94887 AP	10/29/2021	1-136-5-00-203	SMART SCREEN UA TEST CUPS	158.00		
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	323218	94887 AP	10/29/2021	1-136-5-00-223	SMART SCREEN UA TEST CUPS	158.00		
								*** VENDOR	2505 TOTAL	316.00
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-136-5-00-238	5645204 COMM CORR SUPPLIES, JCC	61.34		
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-136-5-00-301	5645204 COMM CORR SUPPLIES, JCC	4.20		
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-136-5-00-301	5645204 COMM CORR SUPPLIES, JCC	79.32		
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-136-5-00-321	5645204 COMM CORR SUPPLIES, JCC	79.31		
7098	QUILL CORP	QUILL CORP	323239	94908 AP	10/29/2021	1-136-5-00-321	5645204 COMM CORR SUPPLIES, JCC	4.20		
								*** VENDOR	7098 TOTAL	228.37
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-136-5-00-301	JISP/CM JUV COMM CORR SEPT POS	.80		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-136-5-00-321	JISP/CM JUV COMM CORR SEPT POS	.79		
								*** VENDOR	575 TOTAL	1.59
								TOTAL FUND 136		1,696.95

4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-137-5-00-203	10-13 4013-01993 UNIFORM RENTA	114.66		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323188	94857 AP	10/29/2021	1-137-5-00-203	10-13 4013-01993 UNIFORM RENTA	114.66		
								*** VENDOR	4120 TOTAL	229.32
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-137-5-00-320	10-8 BLADE PIT, HITCH PINS	489.99		
434	HAMM QUARR	HAMM QUARRIES	323213	94882 AP	10/29/2021	1-137-5-00-312	10-9 300467 ROCK	1,104.65		

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
434	HAMM QUARR	HAMM QUARRIES	323213	94882 AP	10/29/2021	1-137-5-00-312	10-9 300467 ROCK	170.23	
434	HAMM QUARR	HAMM QUARRIES	323213	94882 AP	10/29/2021	1-137-5-00-312	10-9 300467 ROCK	685.08	
							*** VENDOR	434 TOTAL	1,959.96
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-312	10-10 218331 WASHED ROCK, ASPH	214.26	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-312	10-10 218331 WASHED ROCK, ASPH	211.28	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-312	10-10 218331 WASHED ROCK, ASPH	200.85	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	456.37	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	3,013.24	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	240.10	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	247.65	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	483.29	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	464.42	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	3,672.16	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	919.76	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	223.81	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	218.73	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	238.73	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	234.61	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	228.44	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323215	94884 AP	10/29/2021	1-137-5-00-325	10-10 218331 WASHED ROCK, ASPH	241.82	
							*** VENDOR	369 TOTAL	11,509.52
8569	KANEQUIP INC	KANEQUIP, INC	323220	94889 AP	10/29/2021	1-137-5-00-320	10-14 LEAVOC (LESS CREDIT FOR	1,718.00	
8569	KANEQUIP INC	KANEQUIP, INC	323220	94889 AP	10/29/2021	1-137-5-00-320	10-14 LEAVOC (LESS CREDIT FOR	2,014.38	
8569	KANEQUIP INC	KANEQUIP, INC	323220	94889 AP	10/29/2021	1-137-5-00-320	10-14 LEAVOC (LESS CREDIT FOR	500.97-	
8569	KANEQUIP INC	KANEQUIP, INC	323220	94889 AP	10/29/2021	1-137-5-00-320	10-14 LEAVOC (LESS CREDIT FOR	163.55-	
8569	KANEQUIP INC	KANEQUIP, INC	323220	94889 AP	10/29/2021	1-137-5-00-320	10-14 LEAVOC (LESS CREDIT FOR	13.22-	
							*** VENDOR	8569 TOTAL	3,054.64
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	12,045.62	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	11,199.13	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	14,807.73	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	13,752.66	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	21,031.57	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	16,453.03	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	323229	94898 AP	10/29/2021	1-137-5-00-325	10-11 495 BM2	6,538.42	
							*** VENDOR	1351 TOTAL	95,828.16
1241	VANCE BROS	VANCE BROS INC	323245	94914 AP	10/29/2021	1-137-5-00-325	10-12 437 ROAD ASPHALT & SEAL	12,109.68	
1241	VANCE BROS	VANCE BROS INC	323245	94914 AP	10/29/2021	1-137-5-00-325	10-12 437 ROAD ASPHALT & SEAL	11,367.04	
1241	VANCE BROS	VANCE BROS INC	323245	94914 AP	10/29/2021	1-137-5-00-325	10-12 437 ROAD ASPHALT & SEAL	5,120.50	
							*** VENDOR	1241 TOTAL	28,597.22
							TOTAL FUND 137		141,668.81

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-144-5-00-2	COA:C1&C2, PALS, DUES, SUPPLIES, L	761.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-144-5-00-2	COA:C1&C2, PALS, DUES, SUPPLIES, L	414.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-144-5-00-2	COA:C1&C2, PALS, DUES, SUPPLIES, L	302.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-144-5-00-3	COA:C1&C2, PALS, DUES, SUPPLIES, L	325.00	
							*** VENDOR	648 TOTAL	1,803.62
							TOTAL FUND 144		1,803.62

313	BROTHERS DISPOSAL	BROTHERS DISPOSAL LLC	323195	94864 AP	10/29/2021	1-145-5-00-208	2865 NOVEMBER TRASH PICKUP	75.00	
442	CARAWAY PR	CARAWAY PRINTING	323198	94867 AP	10/29/2021	1-145-5-00-303	ACCT 8 - TRANSPORTATION PUNCH	75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-202	COA:C1&C2, PALS, DUES, SUPPLIES, L	90.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-203	COA:C1&C2, PALS, DUES, SUPPLIES, L	60.00	

START DATE: 10/23/2021 END DATE: 10/29/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-208	COA:C1&C2, PALS, DUES, SUPPLIES, L		148.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-208	IRON MOUNTAIN SHREDDING		46.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-209	COA:C1&C2, PALS, DUES, SUPPLIES, L		51.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-211	COA:C1&C2, PALS, DUES, SUPPLIES, L		67.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-213	COA:C1&C2, PALS, DUES, SUPPLIES, L		46.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-252	COA:C1&C2, PALS, DUES, SUPPLIES, L		19.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-254	COA:C1&C2, PALS, DUES, SUPPLIES, L		49.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-254	COA:C1&C2, PALS, DUES, SUPPLIES, L		23.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-254	COA:C1&C2, PALS, DUES, SUPPLIES, L		5.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-255	COA:C1&C2, PALS, DUES, SUPPLIES, L		41.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-255	COA:C1&C2, PALS, DUES, SUPPLIES, L		41.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-258	COA:C1&C2, PALS, DUES, SUPPLIES, L		400.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-260	COA:C1&C2, PALS, DUES, SUPPLIES, L		18.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-260	COA:C1&C2, PALS, DUES, SUPPLIES, L		47.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-301	COA:C1&C2, PALS, DUES, SUPPLIES, L		42.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-305	COA:C1&C2, PALS, DUES, SUPPLIES, L		4.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-306	STORAGE/TOW/TITLE FOR STOLEN C		1,485.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-306	STORAGE/TOW/TITLE FOR STOLEN C		7.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-345	COA:C1&C2, PALS, DUES, SUPPLIES, L		128.56-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-00-750	COA:C1&C2, PALS, DUES, SUPPLIES, L		99.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-05-301	COA:C1&C2, PALS, DUES, SUPPLIES, L		10.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-06-301	COA:C1&C2, PALS, DUES, SUPPLIES, L		16.78-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-06-321	COA:C1&C2, PALS, DUES, SUPPLIES, L		25.16-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-07-302	COA:C1&C2, PALS, DUES, SUPPLIES, L		1.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-145-5-07-321	COA:C1&C2, PALS, DUES, SUPPLIES, L		18.87-	
							*** VENDOR	648 TOTAL		2,620.70
86	EVERGY	EVERGY KANSAS CENTRAL INC	323139	94831 AP	10/26/2021	1-145-5-00-246	ELEC SVC CO ON AGING		1,077.80	
6636	KANSAS GAS	KANSAS GAS SERVICE	323222	94891 AP	10/29/2021	1-145-5-00-246	510874092 1511346 27 OCTOBER G		71.79	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-00-345	COA C1&C2 GRANT CONSUMABLES		85.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-00-345	COA C1&C2 GRANT CONSUMABLES		52.35	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-00-345	COA C1&C2 GRANT CONSUMABLES		263.16	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-00-345	COA C1&C2 GRANT CONSUMABLES		162.09	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-05-301	COA C1&C2 GRANT CONSUMABLES		45.24	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-05-301	COA C1&C2 GRANT CONSUMABLES		27.86	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-06-301	COA C1&C2 GRANT CONSUMABLES		29.65	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-06-301	COA C1&C2 GRANT CONSUMABLES		18.26	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-06-321	COA C1&C2 GRANT CONSUMABLES		44.48	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-06-321	COA C1&C2 GRANT CONSUMABLES		27.39	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-07-302	COA C1&C2 GRANT CONSUMABLES		6.85	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-07-302	COA C1&C2 GRANT CONSUMABLES		4.22	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-07-321	COA C1&C2 GRANT CONSUMABLES		33.36	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323230	94899 AP	10/29/2021	1-145-5-07-321	COA C1&C2 GRANT CONSUMABLES		20.55	
							*** VENDOR	4755 TOTAL		820.46
2666	MISC REIMBURSEMENTS	RANDY DAY	323236	94905 AP	10/29/2021	1-145-5-00-205	REIM MILEAGE - STAFF MEETING C		11.20	
2666	MISC REIMBURSEMENTS	JACQUELINE DAVIS	323237	94906 AP	10/29/2021	1-145-5-00-205	REIM MILEAGE NUTRITION SITE TO		103.04	
							*** VENDOR	2666 TOTAL		114.24
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-145-5-00-302	CO ON AGING SEPTEMBER POSTAGE		87.88	
							TOTAL FUND 145			4,942.87
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-146-5-00-218	IRON MOUNTAIN SHREDDING		54.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-146-5-00-301	CO TREAS OCTOBER STMT		557.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-146-5-00-301	CO TREAS OCTOBER STMT		91.98	

WARRANT REGISTER - BY FUND / VENDOR

START DATE: 10/23/2021 END DATE: 10/29/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-146-5-00-301	CO TREAS OCTOBER STMT	858.37		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-146-5-00-301	CO TREAS OCTOBER STMT	340.80		
							*** VENDOR	648 TOTAL		1,903.20
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-146-5-00-302	CTS MOTOR VEHICLE POSTAGE SEPT	1,612.67		
							TOTAL FUND 146			3,515.87

1938	CATERPILLAR	CATERPILLAR FINANCIAL SVC CORP	323199	94868 AP	10/29/2021	1-153-5-00-3	LEASE PMT 1 OF 5 (SM+LG DOZERS	13,197.52		
1938	CATERPILLAR	CATERPILLAR FINANCIAL SVC CORP	323199	94868 AP	10/29/2021	1-153-5-00-3	LEASE PMT 1 OF 5 (SM+LG DOZERS	39,703.40		
							*** VENDOR	1938 TOTAL		52,900.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-153-5-00-3	10-5 FLEETHOSTER HARNESSSES	55.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-153-5-00-3	10-5 FLEETHOSTER HARNESSSES	105.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-153-5-00-401	FLEETHOSTER NOVEMBER SERVICE	908.20		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-153-5-00-401	FLEETHOSTER (PRO-RATED NEW EQU	123.66		
							*** VENDOR	648 TOTAL		1,191.86
							TOTAL FUND 153			54,092.78

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-155-5-00-403	FLEETHOSTER NOVEMBER SERVICE	59.85		
							TOTAL FUND 155			59.85

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-202	TRANS STA:MAINT,HHW,CONTR,OFC	29.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-160-5-00-204	HAMM - LANDFILL CHARGES SEPTEMBER	76,638.80		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-208	TRANS STA:MAINT,HHW,CONTR,OFC	242.40		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-213	TRANS STA:MAINT,HHW,CONTR,OFC	350.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-213	HOME DEPOT;MAINTENANCE SUPPLIE	126.81		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-213	HOME DEPOT;MAINTENANCE SUPPLIE	89.18		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-213	HOME DEPOT;MAINTENANCE SUPPLIE	85.43		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-263	TRANS STA:MAINT,HHW,CONTR,OFC	73.35		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-160-5-00-301	TRANS STA:MAINT,HHW,CONTR,OFC	555.91		
							*** VENDOR	648 TOTAL		78,191.83
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-160-5-00-213	TRANSFER STATION - FUEL, VEH M	422.88		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	323151	94843 AP	10/26/2021	1-160-5-00-304	TRANSFER STATION - FUEL, VEH M	280.87		
							*** VENDOR	458 TOTAL		703.75
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	323243	94912 AP	10/29/2021	1-160-5-00-201	TRANSFER STATION SEPTEMBER POS	29.19		
							TOTAL FUND 160			78,924.77

29034	MHS	MCAFEE HENDERSON SOLUTIONS	323121	1596 AP	10/24/2021	1-171-5-03-201	10-5 2020.045.001 EISENHOWER T	22,102.40		
29034	MHS	MCAFEE HENDERSON SOLUTIONS	323121	1596 AP	10/24/2021	1-171-5-04-201	10-4 2021.017.00 CO RT 2 TO 9.	5,668.52		
							*** VENDOR	29034 TOTAL		27,770.92
							TOTAL FUND 171			27,770.92

398	NETSTANDARD INC	NETSTANDARD INC	323120	10091 AP	10/25/2021	1-172-5-00-107	ARPA013 VITAL SERVICES	3,350.00		
							TOTAL FUND 172			3,350.00

2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	395.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	215.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	827.38		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	160.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	395.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	395.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	160.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	160.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	160.00		

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	395.00		
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	323130	94822 AP	10/26/2021	1-174-5-00-210	TOWER GENERATOR MAINTENANCE	160.00		
								*** VENDOR	2138 TOTAL	3,422.38
1737	AT&T-CAROL STREAM IL	AT&T	323134	94826 AP	10/26/2021	1-174-5-00-210	913A38-0682-421-2 4 TOWERS	89.70		
1737	AT&T-CAROL STREAM IL	AT&T	323134	94826 AP	10/26/2021	1-174-5-00-210	913A38-0682-421-2 4 TOWERS	89.70		
1737	AT&T-CAROL STREAM IL	AT&T	323134	94826 AP	10/26/2021	1-174-5-00-210	913A38-0682-421-2 4 TOWERS	85.69		
1737	AT&T-CAROL STREAM IL	AT&T	323134	94826 AP	10/26/2021	1-174-5-00-210	913A38-0682-421-2 4 TOWERS	167.36		
								*** VENDOR	1737 TOTAL	432.45
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-174-5-00-210	10-22 FREESTATE ELECTRIC SVC	873.96		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323209	94878 AP	10/29/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	533.95		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323209	94878 AP	10/29/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	363.73		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323209	94878 AP	10/29/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	260.03		
								*** VENDOR	86 TOTAL	1,157.71
1613	POWERPHONE	POWERPHONE	323147	94839 AP	10/26/2021	1-174-5-00-210	LVSO 911 DISPATCH TNG X3	387.00		
								TOTAL FUND 174		6,273.50

514	AUFDEMBERGE, LAVERA	LAVERA M AUFDEMBERGE	323191	94860 AP	10/29/2021	1-180-5-00-2	10-2 BR A-49 TRACT 5	12.99		
514	AUFDEMBERGE, LAVERA	LAVERA M AUFDEMBERGE	323191	94860 AP	10/29/2021	1-180-5-00-2	10-2 BR A-49 TRACT 5	1,200.00		
								*** VENDOR	514 TOTAL	1,212.99
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	681.86		
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	26.68		
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	1,740.00		
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	25.23		
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	.54		
517	CRAWFORD, STEPHEN	STEPHEN J CRAWFORD	323205	94874 AP	10/29/2021	1-180-5-00-2	10-1 BR A-49, TRACTS 3,4	530.00		
								*** VENDOR	517 TOTAL	3,004.31
								TOTAL FUND 180		4,217.30

8661	KANSAS SECURED-LV	KANSAS SECURED TITLE - LEAVENW	323224	94893 AP	10/29/2021	1-189-5-00-2	10-5 INFO REPORT UPDATES 235TH	25.00		
8661	KANSAS SECURED-LV	KANSAS SECURED TITLE - LEAVENW	323224	94893 AP	10/29/2021	1-189-5-00-2	10-5 INFO REPORT UPDATES 235TH	25.00		
								*** VENDOR	8661 TOTAL	50.00
								TOTAL FUND 189		50.00

86	EVERGY	EVERGY KANSAS CENTRAL INC	323178	94856 AP	10/27/2021	1-195-5-00-290	ELEC SVC JDC	381.71		
								TOTAL FUND 195		381.71

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-196-5-00-201	REDWOOD TOXICOLOGY - DRUG TEST	133.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323204	94873 AP	10/29/2021	1-196-5-00-201	REDWOOD TOXICOLOGY - DRUG TEST	704.75		
								*** VENDOR	648 TOTAL	837.75
								TOTAL FUND 196		837.75

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-197-5-00-201	MUHIMBI CONTRACT, JURY PHONE LI	1,260.99		
								TOTAL FUND 197		1,260.99

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-198-5-18-201	KEMA CONF LODGING, OFC SUPPLY	382.20		
								TOTAL FUND 198		382.20

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	323177	94855 AP	10/27/2021	1-210-5-00-2	JCI INDUSTRIES -GRINDER PUMP	4,746.42		
18885	HAYNES EQU	HAYNES EQUIPMENT CO	323214	94883 AP	10/29/2021	1-210-5-00-2	SVC CALL DANA LANE	1,273.85		
18885	HAYNES EQU	HAYNES EQUIPMENT CO	323214	94883 AP	10/29/2021	1-210-5-00-2	SVC CALL DANA LANE	491.82		
								*** VENDOR	18885 TOTAL	1,765.67
8466	KDHE PERMITS	KDHE BUREAU OF WATER	323225	94894 AP	10/29/2021	1-210-5-00-2	PERMIT KS0086835/M-KS04-0004	185.00		

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							TOTAL FUND 210	6,697.09
2570	BOND ESCROW REFUND	COLTON SMITH	323136	94828 AP	10/26/2021	1-503-5-00-2	REFUND ENTRANCE PERMIT EVANS R	100.00			
										TOTAL FUND 503	100.00
1485	RELIANCE STANDARD	RELIANCE STANDARD	323240	94909 AP	10/29/2021	1-510-2-00-962	GROUP LIFE/VOL GROUP LIFE OCTO	1,570.84			
1485	RELIANCE STANDARD	RELIANCE STANDARD	323240	94909 AP	10/29/2021	1-510-2-00-965	GROUP LIFE/VOL GROUP LIFE OCTO	2,905.37			
										*** VENDOR 1485 TOTAL	4,476.21
										TOTAL FUND 510	4,476.21
										TOTAL ALL CHECKS	656,976.95

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	195,730.85
108	COUNTY HEALTH	13,860.00
115	EQUIPMENT RESERVE	5,870.55
119	ROD TECHNOLOGY	123.09
121	JUVENILE JUSTICE AUTHORITY	8,963.58
126	COMM CORR ADULT	1,772.53
127	COMM CORR ADULT NON GRANT	69.72
133	ROAD & BRIDGE	88,083.44
136	COMM CORR JUVENILE	1,696.95
137	LOCAL SERVICE ROAD & BRIDGE	141,668.81
144	PALS (PETS AND LOVING SENIORS	1,803.62
145	COUNCIL ON AGING	4,942.87
146	COUNTY TREASURER SPECIAL	3,515.87
153	PUBLIC WORKS,EQUIP.RESERVE FUND	54,092.78
155	LSR CAPITAL EQUIP RESERVE	59.85
160	SOLID WASTE MANAGEMENT	78,924.77
171	S TAX CAP RD PROJ: 2015 SERIES	27,770.92
172	AMERICAN RECOVERY PLAN	3,350.00
174	911	6,273.50
180	ALEX TWP TRAFFIC IMPACT	4,217.30
189	TONGANOXIE TWP TRAFFIC IMPACT	50.00
195	JUVENILE DETENTION	381.71
196	DRUG TEST & SUPERVISION FEES	837.75
197	INK FEE FUND	1,260.99
198	SPECIAL GRANTS	382.20
210	SEWER DISTRICT 1: HIGH CREST	6,697.09
503	ROAD & BRIDGE BOND ESCROW	100.00
510	PAYROLL CLEARING	4,476.21
	TOTAL ALL FUNDS	656,976.95

Consent Agenda November 3, 2021
Checks dated 10/23/21 - 10/29/21

Leavenworth County Request for Board Action

Date: November 3rd, 2021
To: Board of County Commissioners
From: Community Corrections

Department Head Approval: Jamie VanHouten, Director

Additional Reviews as needed:

Budget Review **Administrator Review** **Legal Review**

A. Action Requested: Approve application for Non-Matching Juvenile Crime Community Prevention Grant Application FY 2022/2023

Recommendation: Approve application for KDOC Grant Funds.

Analysis: Currently, the Youth Justice Resource Center (YJRC) is funded through a JCAB grant that is halfway through its cycle and is statutorily defined to only include youth who are justice involved. Although SB367 reduced our juvenile offender population, we are still seeing a need for cognitive behavior interventions for youth and families in this community, but are unable to serve them through the reinvestment JCAB grant. By applying for non-matching prevention funds, we can expand access of evidence-based juvenile prevention services to youth who are at-risk of becoming criminal justice involved and intervene with behavior concerns early, thus setting up youth and their families to become more successful in their homes, schools, and in the community.

Alternatives: N/A

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: N/A

Additional Attachments: Completed Application

A. Juvenile Crime Community Prevention Grant Application FY 2022/2023 For Specific Target Areas of Prevention

Description

The Kansas Department of Corrections is pleased to announce that it is seeking applications for funding for Juvenile Crime Community Prevention Grants for Fiscal Years 2022 and 2023. Funds for this grant were made available in House Bill 2007 ¹ during the 2021 Kansas Legislative Session. Funding obtained will serve to support communities to provide services to youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement.

Priority Areas

Applications need to target at least one of the specific priority areas listed below. House Bill 2007 designated \$1,000,000 for these grants.

Crossover Youth – Services are provided to youth and/or families who crossover between the child welfare and juvenile justice systems. Programs target the unique needs of youth that are at risk of or are involved in both systems. Crossover youth have often been abused or neglected and are more likely to engage in delinquent behaviors, often resulting in poorer outcomes than youth who have not experienced maltreatment. Effective interventions for youth who crossover between the child welfare and juvenile justice systems require the collaboration of multiple systems and stakeholders.

Homeless Youth – Services are provided to youth and/or families that are homeless and/or dealing with housing instability. This may include youth who lacks a fixed, regular, and adequate nighttime residence and/or whose primary nighttime residence is:

- a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill).
- an institution that provides a temporary residence for individuals intended to be institutionalized.
- a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. ²

Most young people cite family instability and disruptions in the home as a precursor to becoming homeless. Research also links homelessness to child welfare system involvement. One-third of young people who had experienced homelessness had also experienced foster care, according to *National Estimates*. Many young adults aged out of foster care without an adequate transition plan in place while other youth were adopted or reunified with families but became homeless after facing abuse, neglect or other adverse circumstances. ³

¹ [House Bill 2007](#), Section. 117 (a); page 144

² K.S.A. 72-3122

³ Dworsky, A., Gitlow, E., & Samuels, G.M. (2019). *Missed opportunities: Pathways from foster care to youth homelessness in America*. Chicago, IL: Chapin Hall at the University of Chicago

Other factors driving youth homelessness include: a caregiver's death, discrimination faced by mixed-race or LGBTQ youth; and experience with juvenile detention, jail or prison.^{4 5}

Runaway Youth – Services are provided to youth and/or families that are runaway youth. Runaway and homeless youth have higher rates of involvement with the juvenile justice system including higher rates of misdemeanor charges and gang affiliation. Running away is often a behavior coping response to trauma.⁶ According to a study of runaway and homeless youth in the Midwest, over half had been arrested at least one time since they first ran away, with many arrested multiple times. Runaway youth may engage in criminal acts such as stealing, selling drugs, and survival sex as strategies for survival. Youth who have run away multiple times, who ran away at an early age, and who have experienced externalizing behavioral disorders (e.g., drug abuse, alcohol abuse, and conduct disorders) have been found to be more likely to be involved in these delinquent behaviors and subsequent arrest(s). In addition, many homeless youth have been involved in the juvenile justice system.

When young people leave residential juvenile justice placements, they face many challenges as they reenter the community, home, and school/work force. Youth may return to unstable home settings, face a lack of family support, struggle to remain in school, lack the skills needed for employment, and experience a gap in behavioral health services. Further, they can face policies that may prohibit convicted offenders from living in Section 8 housing. These barriers may create situations where youth return to the street at release. In these cases, there is a strong chance they will become involved in the same behaviors that initially led to arrest.⁷

Jobs and Workforce Development – Services are provided to youth who are involved with or at risk to be involved with the juvenile justice system to help them become economically self-sufficient and increase their chances of success. This may also include out-of-school youth, homeless youth and/or youth with child welfare system involvement. Workforce development and approaches that blend education with occupational training while also offering support services, paid work experiences and/or opportunities to connect with caring adults in a job-related environment can enhance a youth's chances to live a healthy and productive life.⁸ Services may include:

- Youth successfully completing their secondary education
- Empowering youth to transition to postsecondary education and employment
- Supporting good decision-making skills
- Providing blended education and occupational training
- Provide paid work opportunities (i.e., jobs, wage-subsidized internships, transitional jobs etc.)
- Appropriate support services (i.e., counseling, case management, program navigators, mentors etc.)
- Supports to transition into career job-placement opportunities

Evidence-Based Programs or Practices

All expenditures of the Juvenile Crime Community Prevention Grants shall be for the development and implementation of evidence-based juvenile crime prevention programs and practices. This would involve programs and services that have demonstrated effectiveness through scientific research and

⁴ Kushel MB, Gupta R, Gee L, Haas JS. Housing instability and food insecurity as barriers to health care among low-income Americans. *J Gen Intern Med.* 2006;21(1):71-7. doi: 10.1111/j.1525-1497.2005.00278.x.

⁵ Frederick TJ, Chwalek M, Hughes J, Karabanow J, Kidd S. How stable is stable? Defining and measuring housing stability. *J Community Psychol.* 2014;42(8):964-79.

⁶ Child Welfare Information Gateway, *Parenting a Child Who Has Experienced Trauma*; 2014

⁷ U.S. Department of Health and Human Services, 2008; Kaufman & Windom, 1999

⁸ O'Sullivan, K., Spangler, D., Showalter, T., & Bennett, R. (2020). *Job Training for Youth with Justice Involvement: A Toolkit*. National Youth Employment Coalition

evaluation. Promising practice applications will be considered if it is clear that the project will be tied to a researcher and specific data points are identified.

Eligibility

Funds are not solely restricted to governmental agencies or community corrections agencies. Any agency or organization may apply for funds, if the request meets the criteria established in this document. Expenditures shall be made during fiscal years 2022 and 2023 to provide grants to communities for evidence-based juvenile crime prevention programs.

Category 1 – Governmental Agencies

- Counties or groups of Counties
- Judicial Districts or groups of Judicial Districts

Governmental Agencies will require approval and signatures of Administrative County Officials

Category 2 – Community-based Agencies or Service Providers

- Established non-profit agencies that serve youth in Kansas
- Groups of established agencies that serve youth in Kansas

Community-based Agencies or Service Providers will require approval and signatures of the agencies Chief Administrator (i.e., CEO, COO etc.).

Judicial Districts or Community-based Agencies can contract with (other) Community-based Agencies for operation of a program. If a governmental agency is involved in the contracting of services, then the application will require approval and signatures of Administrative County Officials. If two or more Community-based Agencies are involved in a contract that does not include a governmental agency in the contract, then the Chief Administrator of the lead Community-based Agency shall provide the approval and signatures.

Funding and Award Period

Juvenile Crime Community Prevention Grant funds will be for the funding period of January 1, 2022 to June 30, 2023. Funding for FY 2023 is contingent upon the Kansas Legislature providing funds in the 2022 Legislative Session. FY 2022 Prevention Grant awardees will not be required to apply for the same programs to be continued in FY 2023. Subsequent awards will be made based on the state fiscal year (July 1 to June 30). Applicants will need to show the amount of funding requested for each fiscal year they are applying for (see application).

- Governmental Agencies will be awarded funding through the Administrative County and contingent on the initial recommendation by the Juvenile Corrections Advisory Board and approval by the Board of County Commissioners.
- Local community-based programs will be awarded funding through the agency with the Chief Administrator representing the (lead) Community-based Agency or Service Provider identified in the application.

The Kansas Department of Corrections will authorize final approval of all programs.

Juvenile Crime Community Prevention Grant funds not applied for by units of local government will revert to the State General Fund and not be made available to other districts.

Approved funding for Governmental Agencies (Category 1) will go through the local community corrections agency, who will then distribute the funds.

Approved funding for Community-based Agencies or Service Providers (Category 2) will go through the (lead) Community-based Agency that submitted the signed application, who will then distribute the funds to agencies they have contracted with.

Funds will be distributed by KDOC at the beginning of each quarter. KDOC operates on the state fiscal year and the quarters are divided as follows:

- 1st Quarter – July 1 through September 30
- 2nd Quarter – October 1 through December 31
- 3rd Quarter – January 1 through March 31
- 4th Quarter – April 1 through June 30

To allow for the successful integration of evidence-based services into juvenile justice operations, KDOC will allow programs a planning period of 90 days, starting on the date of award approval. This will allow time for staff to be hired, trained, and contracts with service providers to be established. The planning period is optional, and all new projects must be operational no later than April 1, 2022. If a program needs an extension of the planning period, a request may be submitted to KDOC, outlining the reason for the needed extension with an amended timeline for startup.

Grantees shall utilize the fiscal workbook provided by KDOC for financial reporting. The fiscal workbook will be distributed at the same time as the award letters. All funding is subject to KDOC's [**Financial Rules, Guidelines and Reporting Instructions**](#).

Prohibited Use of Funds

Only costs directly attributed to support communities in providing services to youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement is allowable through this Juvenile Crime Community Prevention Grant. The following items are unallowable expenditures from this funding source:

- Grantees cannot increase staffing levels of existing programs, or levels of compensation, beyond those in the FY22 Graduated Sanctions grants or approved by the Legislature for the FY22 Judicial budget;
- Funds may not be used for fund raising, building improvements, or to purchase office furniture or vehicles.
- Funds may not be used to pay administrative costs.
 - If funds are awarded to a Governmental Agency that contracts with a Community-based Agency for operation of a program, that Community-based Agency must have a federally approved administrative cost rate and provide documentation as to the approved rate and effective date. ***(NOTE – this documentation must be provided along with the grant application when submitted).***
 - If funds are awarded to a Community-based Agency, that agency must have a federally approved administrative cost rate and provide documentation as to the approved rate and effective date. ***(NOTE – this documentation must be provided along with the grant application when submitted).***
- Out-of-state travel is limited to obtaining the specific training required of the evidence-based program or practice and cannot be used to attend conferences or other events that are not required for the implementation of the program or practice. If travel costs are requested, bids from the vendor for conducting training in Kansas compared to personnel traveling out of state shall be obtained and submitted to justify this expense as part of the application.
- Funds for client incentives shall not exceed 5% of your total yearly allocation.

Program Reporting Requirements

KDOC will develop and distribute a quarterly program progress report. Grantees will be required to complete and submit a quarterly program progress report and signature page in conjunction with the financial reporting timelines. The first tab of the progress reports will be used to track required KDOC outcome measures. The second tab will be used to collect demographic information on youth who received services. Failure to submit quarterly program progress reports and signature pages in a timely fashion could result in the suspension or termination of grant funding.

Quarterly Report Due Dates:

Quarter	Report Distributed	Report Due Date
1 st	October 1 st	October 31 st
2 nd	January 1 st	January 31 st
3 rd	April 1 st	April 30 th
4 th	July 1 st	July 31 st

Evaluation

One of the key components of being an evidence-based program is maintaining fidelity to the curriculum. To assist with this maintenance, KDOC will be conducting model fidelity visits and evaluations. These are intended to help improve programs and assist districts in verifying that providers are delivering high quality programming.

Letters of Agreement (for proposals involving collaboration between multiple agencies)

Please provide letters of agreement from all entities involved in any contracts or subcontracting of services between agencies. The letters should specify the roles between the agencies, the services being provided by each agency, provide a commitment to the proposed program and a statement of agreement to fully participate in the effort to operationalize and sustain the program.

Disproportionate Minority Contact

A priority concern of KDOC is the overrepresentation of youth of color in the juvenile justice system. The term Disproportionate Minority Contact (DMC) refers to rates of contact with the juvenile justice system among juveniles of a specific minority group that are significantly different from rates of contact for white non-Hispanic juveniles.

Delinquency prevention programs should be designed to provide services to all youth while reducing the disproportionate number of minorities who come into contact with the juvenile justice system. The purpose is to ensure equal/fair access and treatment for every youth, regardless of membership in any minority or majority population group, involved in the juvenile justice system.

Application Submission

All applications, including signatory approval pages, are due by 5:00pm on October 29, 2021. Completed applications should be emailed to KDOC_JS_Grants@ks.gov.

Contact Information

For assistance with the requirements of this funding opportunity, please contact:

KDOC-JS	Jim Johnson	785-940-1156	james.johnson2@ks.gov
KDOC-JS	Candice Byrd	785-581-2204	candice.byrd@ks.gov

B. Juvenile Crime Community Prevention Application for Specific Target Areas of Prevention – Program Summary

1. Contact Information

Name of Lead Agency Submitting Application: Leavenworth County Community Corrections

Category 1 – Governmental Agencies

Agency Primary Contact: Jamie VanHouten

Mailing Address: 601 S. 3rd Street, Suite 3095 Leavenworth KS 66048
Address City Zip

Telephone: 913-684-0768

E-mail: JVanhouten@leavenworthcounty.gov

2. Program Name: Youth Justice Resource Center (YJRC)

3. Program Number: (To be provided by KDOC)

4. Is this program subcontracted to another agency/organization? No.

5. a. What is the programs intended purpose?

The proposed prevention programming for the 1st Judicial District is a Youth Justice Resource Center (YJRC) location working directly with USD 453 Leavenworth. By expanding the YJRC program to prevention services and working directly with schools, this will allow us to serve a greater population of youth who are currently not eligible to receive cognitive educational interventions and support services. Program Specialists will have the ability to facilitate cognitive interventions on site at the school, during ISS, during detention, so youth are not just sitting around being punished, but are able to leave with tools to do better. Program Specialists will still have the flexibility to provide afterschool and evening groups.

The YJRC will focus on individualized programming, it will adjust the intervention according to each youth's risk, needs and responsivity factors to ensure that they are receiving the proper prevention intervention. In addition, to the evidence-based programming that will occur for youth, parents and guardians will also have access to participate in programs such as Strengthening Families and Parent Projects in hopes to improve parental success, parent-child interactions, and household dynamics. Youth and their families will also be able to seek additional support services with Program Specialists from assistance obtaining vital documents such as: birth certificates, social security cards and state ID's, as well as referrals to community resources and further programming to target their specific needs. Helping youth and their families apply for these documents will assist in their ability to obtain and maintain employment. Program Specialists will utilize a holistic approach to help set youth and their families up for success. The YJRC has also adopted a park and

can offer opportunities for community service hours and teaching the juveniles positive life skills while giving back and supporting their community. The YJRC will address the big four criminogenic risk factors. There are three programs the YJRC will be able to immediately provide: National Curriculum Training Institute (NCTI) Crossroads Curriculum, Strengthening Families Program 10-14 (SFP) and Parent Project. All three programs are evidence-based and approved by the Kansas Department of Corrections (KDOC). However, additional approved curriculum may also be utilized as training becomes available.

b. Please check the one most appropriate selection of the 4 options below. While programs may target additional changes, please indicate the one which is the primary change in response to this question. These groups are used as general categories for programs for which each program must associate. The programming delivered and the outcomes established will vary from program to program within these same categories. Some possible examples that may fall into each are included below. (select only one)

Crossover Youth

- 6. Geographic Area to be Served:** *The geographic area(s) from which participants will be served. This might be an entire judicial district or one county in a multi-county district or one school in a school district, etc.*

The geographical area served will be the 1st Judicial District, including Leavenworth and Atchison Counties. In addition, Leavenworth High School and Warren Middle School, of Leavenworth School District USD 453 will be provided prevention services as well, at a location provided by the school district.

- 7. Please describe any efforts within the prevention program to address racial, ethnic, geographic and other biases that may exist within these programs.**

The YJRC program was designed specifically to serve at-risk youth and families of youth who have come in contact with the juvenile justice system. The intention of the program is to intervene early by providing evidence-based cognitive intervention programs to reduce risks and behaviors that could be associated with future justice system involvement. Program participation is currently dependent on a youth coming into contact with the justice system, and thus, any other bias is inherently eliminated. As long as a youth has come through 1st Judicial District JIAS on a juvenile offense at some point, a youth and/or their family is eligible to participate in program services. If awarded this prevention grant, the program can serve more youth who are at risk of juvenile offending, but are currently only considered CINC youth.

In terms of geographic availability, services are generally provided in our downtown Leavenworth location. However, as we frequently partner with Atchison County Community Corrections, they have allowed us to utilize their facility to provide programs when services are needed in their area. We are also able to conduct on-site services in Basehor and Tonganoxie as needed, thanks to our local LEO partnerships who have graciously offered their facilities. It is our goal to provide safe, inclusive, and trauma-informed services to all individuals participating in our programs.

8. Target Population:

a. **Demographics:** *The basic demographics of the program's target population(s).*

All youth in the 1st Judicial District who are 10-18 years of age who are identified as being at-risk for justice system involvement, are justice system involved, have a history of justice system involvement, and/or are struggling with welfare concerns. Based on need, however, we predict a vast majority of our population will be youth that are enrolled in Leavenworth High School or in the Leavenworth School District who are believed to be struggling with crossover issues. This will be students from 4th to 12th grade (10-18 years old). In 2021, the USD 453 district wide absenteeism rate was 31% with many students being identified as at-risk for justice system involvement and potentially being considered crossover youth. Unfortunately, at this time, until a youth is processed through JIAS on a juvenile offense, cognitive intervention programs remain unavailable. Families of these youth will also have access to programs such as Parent Project and Strengthening Families available through the YJRC.

b. **Eligibility Criteria:** *How participants are identified for the program that qualifies the program for the program type(s) selected above.*

The youth must be considered a crossover youth. Meaning a referring agent must identify that a youth have welfare concerns as well as a history of justice involvement or a pattern of behavior which could be seen as delinquent and/or put them at risk for justice system involvement. In addition, youth in school that have previously had an intake with the JIAS for either or both issues but is currently considered at-risk.

c. **Referral Source(s):** *How are youth referred to access the program.*

The referrals can be completed through the courts, school resource officers, school administrators tracking truancy as well as delinquent behavior who may be concerned about issues in the home, school counselors, JIAS officers, child welfare agencies, and other programs that service youth that may have welfare and/or justice involvement who are at-risk and in need of prevention services.

9. Services Provided: *Provide a brief summary that clearly summarizes all services provided to youth by the program.*

The programs that will be provided with the YJRC will be the NCTI Crossroads Curriculum, Strengthening Families Program 10-14, and Parent Project.

National Curriculum Training Institute (NCTI) Crossroads Curriculum is a series of curriculum that are based on four to 18 weeks and up to two classes a week for two hours each class. This program offers a general to specific point of view when working with youth. It provides a pre and posttest, homework, interactive journaling, small and large groups and full participation from the youth that are referred to the programming.

Strengthening Families Program 10-14 is a program that is with the youth and the parent. This program is held for 7 weeks with 2-hour sessions each week. The first hour the parent and the youth are separated and the last hour the parent and the youth are together working on the skills that they learned when they were separated.

Parent Project will also be provided. This program is an evidence-based parent support group that helps the parents understand that they are not going through problems alone. The Parent Project addresses truancy, attendance, drugs and alcohol, gangs, violence and more. Parent Project is a 10 weeks and 2 hours each session. This program may be taught over zoom or in person.

10. Is there a cost or fee associated with the program? If so, please explain.

No cost or fee is associated with program participation for all individuals meeting eligibility criteria.

11. Evidence-based & Best Practices: *Please list the evidence-based and best practices utilized by the program to achieve the desired behavior change and anticipated outcome for youth. (Examples include but are not limited to: behavior monitoring and reinforcement, conducting assessment of program participants, skills training, wraparound services, etc.)*

The YJRC will employ a Risk Needs Responsivity model. That being said, each referral will be placed in a program determined by their individual needs and risks. For youth who are currently justice involved, this may involve obtaining a release to share information regarding a YLS 2.0 score. For youth who are currently welfare involved, this may involve obtaining a release to share information regarding the MAYSI-2 completed through JIAS, another department under the responsibility of Community Corrections. The assistant county attorney responsible for CINC also proposed our agencies sign an MOU to authorize information sharing. There are also other evidence-based screening and case management tools that could be utilized to appropriately identify which programs a youth would best benefit from receiving, to target the right dosage and intervention. Facilitators will utilize techniques such as motivational interviewing to engage participants, compassionate and non-judgmental language so youth feel safe and supported through their participation, and positive reinforcement through the use of incentives, to keep them coming back.

Pre and post-testing will be utilized when available (based on each program's curriculum) and facilitating programs to fidelity is of the utmost importance. Separating population by risks will of course be a priority to avoid net widening or fraternizing of low risk and high risk anti-social youth. The curriculum offered varies from directed skill practice through role playing to interactive journaling. Through offering multiple Cognitive Behavioral Intervention programs, from NTCI Crossroads and Change Companies, we will be able to target the right program intervention to the youths learning style and specific dosage needs. By including a youth's family and offering support for guardians/parents through Parent Project and/or Strengthening Families, we can increase family engagement in our holistic approach to addressing risks. The YJRC also provides additional services, such as community service work opportunities, assistance with obtaining vital documents for youth and their guardians, and acts as on-going liaisons between the schools, justice system, welfare agencies, and local resource providers to ensure optimal success and warm handoffs. The YJRC will collaborate with all parties, sharing information, and also to limit the duplication of services or the possibility of over programming.

The programs that the YJRC will be offering are National Curriculum Training Institute (NCTI) Crossroads Curriculum, Parent Project and Strengthening Families 10-14 (SFP). All programs are evidence-based practices and all require different criteria to complete the program.

The NCTI Crossroads Curriculum has a range of four to sixteen weeks. The class is dependent on the risk level of the youth. The risk levels are low, moderate or high. The classes consist of two-hour sessions each time they meet. The youth must complete their homework and have full participations with each session.

Parent Project is a course for parents and guardians that last 10 weeks to complete. The parents and guardians will meet one to two times a week for two hours each time. Parent Project is a support group and requires full participation from each parent. The parents must show up to all classes and complete the workbook in the proper sections that are required to graduate from the Parent Project.

Strengthening Families Program 10-14 (SFP 10-14) takes seven weeks to completed and each session requires two hours to complete. After a youth or parent has completed the number of sessions that are considered to be completed with the program.

12. Completion Criteria: *Specify the requirements and obligations the participant must meet in order to complete the program. Please include how long a participant is expected to remain in the program to meet the completion criteria.*

The Youth Justice Resource Center is a program that offers targeted cognitive intervention programs. For each youth referred the program and criteria for completion looks different based on individual needs and risks. Some youth may be lower-risk and thus will only meet criteria for lower-dosage curriculum that is only four weeks long. Higher risk youth or guardians may participate in programs up to sixteen weeks long. Program participation should not exceed a timeframe of ten months or more than one school year. However, youth and guardians who meet criteria are welcome to utilize services and prevention assistance as long as they are eligible to participate. If at all possible, we would like to avoid the learned helplessness phenomenon.

It is important to note that completion can be achieved through different methods, either by way of completing a specific cognitive intervention program, re-engaging and increasing school attendance, demonstrating academic improvement through an increased GPA, obtaining vital documents to assist with job readiness, completing community service work hours, achieving positive results on a post test providing by their cognitive intervention, decreased behavioral referrals, complying with conditions of supervision, successfully completing IIP, diversion, probation, or graduating from high school.

13. Who is responsible for annually evaluating the program and program operations? *Specify their name, position and their contact information.*

The individual responsible for tracking data and evaluating the evidence-based programming for the 1st Judicial District Youth Justice Resource Center is Kaitlynn Hardison, the Juvenile Programs Administrator for Leavenworth County Community Corrections. Kaitlynn will also work in conjunction with the Community Corrections Director to conduct internal evaluations measuring processes and outcomes. The 1st Judicial District JCAB and the Juvenile Programs Consultant for Kansas Department of Corrections (KDOC) assigned to the region, will also be consulted to evaluate the program externally for fidelity to curriculum, measuring processes and program outcomes.

Kaitlynn Hardison, Juvenile Programs Administrator, 9136802704
 Jamie VanHouten, Community Corrections Director, 9136840768

14. Describe the process that is utilized for monitoring and evaluating the program.

Each facilitator is certified and trained through the agency where each curriculum is sourced and required to participate in refresher trainings as mandated. Each facilitator understands the importance of implementing evidence-based practices. That being said, each program has a youth/parent and facilitator handbook. There are strict guidelines that must be completed per each program. Each program is directed to fidelity by following the curriculum’s facilitator handbook. The Juvenile Programs Administrator tracks data on each youth referred, as well as their program participation, progress, and their ultimate outcome. The Juvenile Programs Team and Director conduct bi-monthly meetings to assess the programs areas of success and needs for improvement. Of course, measuring what we prevent is nearly impossible, but by tracking data regarding participant progress and outcomes, we will be able to identify trends. This information will be compiled quarterly and shared with the JCAB, BOCC, Stakeholders, and reported to KDOC. Success will be measured by the rate of completion and reduction in potential risk of recidivism.

15.a. Amount of Funds Requested - Totals. *Please provide a total amount of funds being requested by category for both FY 22 and FY 23. Funds requested need to align with these categories:*

- Administrative Personnel* includes Number of FT/PT positions, Wages, Salaries, Benefits etc.
- Non-Administrative Personnel* includes Number of FT/PT positions, Wages, Salaries, Benefits etc.
- Travel* includes fuel, lodging, meals, vehicle maintenance, vehicle insurance, milage, tolls etc.
- Training* includes fuel, lodging, meals, registrations, milage, tolls etc.
- Communication* includes cell phones, internet, land lines etc.
- Equipment* includes computers, printers, software etc.
- Supplies/Commodities* includes office supplies, postage etc.
- Facilities* includes rent, utilities, insurance, trash service, building maintenance etc.
- Contractual* includes copier/computer maintenance, shredding, outsources personnel/expenses etc.
- Client Service* includes testing, evaluations, programs, academic, vocational, transportation etc.

EXAMPLE – If you plan to hire one FT staff at \$30,000 plus \$7,500 in benefits for a total of \$37,500 AND For that staff you plan to provide a mobile phone at \$65 per month.

	Category	FY22 Amount 1/1/22 – 6/30/22	FY23 Amount 7/1/22 – 6/30/23
2	Non-Administrative Personnel	\$18,750	\$37,500
5	Communication	\$390	\$780

	Category	FY22 Amount 1/1/22 – 6/30/22	FY23 Amount 7/1/22 – 6/30/23
1	Administrative Personnel	-	-
2	Non-Administrative Personnel	\$63,789.33	\$137,087.01
3	Travel	\$1,000	\$750
4	Training	\$2,965	\$1,500

5	Communication	\$510	\$1,020
6	Equipment	\$2,250	\$200
7	Supplies/Commodities	\$3,690	\$4,950
8	Facilities	\$800	\$1,600
9	Contractual	\$79.50	\$159
10	Client Services	\$2,350	\$4,700
	Totals	\$77,433.83	\$151,966.01

15.b. Description of Funds Requested – Budget Narrative. *Please describe in more detail the types of expenses for each category in a way that will allow grant program managers to understand how your organization will be utilizing the funds requested listed above in 15 a.*

EXAMPLE - From the same example above in 15. a.

Category	FY22 Budget Narrative 1/1/22 – 6/30/22	FY23 Budget Narrative 7/1/22 – 6/30/23
Non-Administrative Personnel	1 FT staff at \$30,000 w/ \$7,500 in benefits	1 FT staff at \$30,000 w/ \$7,500 in benefits
Communication	1 cell phone at \$65 per month	1 cell phone at \$65 per month

Category	FY22 Budget Narrative 1/1/22 – 6/30/22	FY23 Budget Narrative 7/1/22 – 6/30/23
Administrative Personnel	N/A	N/A
Non-Administrative Personnel	1 FT staff at \$23,774.4 salary w/ \$8303.96 in benefits, 2 FT staff w/ salaries split ½ w/other funds w/benefits \$31,710.97	1 FT staff at \$49,441.60 w/ \$16,981.76 in benefits, 2 FT staff w/ salaries split ½ w/other funds w/benefits \$65,663.65
Travel	Fuel \$200, Lodging & Meals \$800	Fuel \$250, Lodging & Meals \$500
Training	NCTI training \$1200, Parent Project \$565, Strengthening Families Program training in Iowa for 3 staff at \$400 each	Continuing Education, refreshers
Communication	1 cell phone at \$45 per month \$270, Hotspot Internet at \$40 per month \$240	1 cell phone at \$45 per month \$540, Hotspot Internet at \$40 per month \$480.
Equipment	Desktop PC, software, & Monitor \$950, Laptop w/software \$1100, Printer \$200	Replace a bad printer \$200
Supplies/Commodities	3 Facilitator Guides at \$30 each, 150 Youth Workbooks at \$15 each, Postage \$100, Printing- business cards, envelopes, flyers, etc. \$250, Paper, Pens, Toner, Misc. \$1000	150 Youth Workbooks at \$15 each, Postage \$200, Printing- \$500, Paper, Pens, Toner, Misc. \$2000
Facilities	Rent \$300, Insurance \$200, Security \$300	Rent \$600, Insurance \$400, Security \$600
Contractual	Shredding \$12, Culligan \$42.50, Copier \$25	Shredding \$24, Culligan \$85, Copier \$50
Client Services	Transportation \$250, Incentives \$1,000, Subsistence \$100, evaluations/vocational	Transportation \$500, Incentives \$2,000, Subsistence \$200, evaluations/vocational

	programs/drivers ed programs/vital documents \$1,000	programs/drivers ed programs/vital documents \$2,000
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C. Juvenile Crime Community Prevention Application for Specific Target Areas of Prevention – Process Outcome Statement

Program Name: Youth Justice Resource Center

Program Number: (To be provided by KDOC)

The lead agency is required to establish outcome measures to be in place to measure process and behavior. This format permits the lead agency to implement measures for programs that examine both the implementation (process) and the theory of change (behavior) which the program proposes to impact with the youth served.

Process Outcome – *this is designed to be a way to measure the program itself to determine if the program is being implemented or delivered as planned. It deals specifically with the program and provides the ability to monitor success and to identify areas that can be improved within the program. Process outcomes may be referred to as “outputs” in some other systems and typically will measure the implementation of the program or program elements, utilization of the program and organizational issues.*

Process Outcome Statement (What will the program change and by how much?)

The measurable (numeric value) process change the program is expected to exhibit based on data that has previously been measured (or for new programs based on like or related research that provides reasoning or measurement expectations).

To improve community access and availability of cognitive educational intervention programs to crossover youth or those at risk of becoming crossover youth (and their families), by utilizing a collaborative and holistic approach to engage youth and their families in evidence-based preventative services to reduce antisocial cognition, antisocial behaviors, and family dysfunction.

1. How will the change be measured and what data will be used?

This question is in reference to the records (files, spreadsheets, databases, logs, etc.) that will be kept and/or reviewed to determine the progress toward the outcome measure and further, what will be used from said records to “count” for the outcome.

Prior to the YJRC becoming established, there were no evidence-based programs available in Leavenworth, Kansas that addressed the big four criminogenic needs: anti-social temperament and personality, anti-social companions, anti-social cognition, and family/martial influences. All programming prior to the YJRC addressed the lesser four: employment, education, leisure/recreation and substance abuse. Being able to provide programming for the big four will help address the antisocial cognition associated with these risks and prepare youth and their families to be successful in reducing the risk of the lesser four. If we can’t address the beliefs related to antisocial behavior, long-term change is unlikely. By also offering services to families of youth, through Parent Project and SFP programs, we will also increase their support, skill set, and improve parent-child interactions.

Through the use of a holistic approach, program specialists can also identify additional needs and refer families to community resources to assist with meeting their basic needs to improve the overall well-being of the family environment.

This is what SB367 is all about, prevention. Unfortunately, currently, we can only serve youth at the YJRC if they are justice involved, based on our statutorily-defined funding criteria, but that just isn't cutting it. The JCAB is well aware that we are currently unable to serve a huge population of youth that are still struggling with delinquent behavior, such as bringing in small amounts of THC/other drugs to school, while also struggling with welfare issues in the home environment that would imply the youth is "crossover". However, school administrators feel that referring youth further into the court system has not been successful in addressing the issues, improved their safety/well-being at home, improved parent-child interactions, or reduced their risk of future offending/delinquent behaviors.

Based on these concerns, program specialists will be tracking the number of referrals being made from the school and outside agencies to the YJRC prevention programs, youth who were previously ineligible to participate without a juvenile offense. Program specialists will also administer pre and post surveys to youth and their families to identify, if any, the impact the program has had on their household environment, behavior, and belief system.

2. By when will it change?

This question needs to be answered with a timeframe, preferably a date, within the fiscal year grant period.

June 30th, 2022.

3. What is the baseline?

A baseline is a data reference from a previous achievement that the outcome is built upon. The baseline should be a concise measurement of the data, from the most recent complete fiscal year of data that measures the same thing the stated outcome proposes to measure in FY's 2022 & 2023. (NOTE - Since this is a new program with a goal that has not been previously measured, use a reference from like or related research that provides reasoning or measurement expectations for why and how the goal was determined).

It is difficult to measure what we will be preventing. However, during the 20-21' school year the USD 453 chronic absenteeism rate was approximately 31%. Their full-time enrollment at the onset of that school year was 3,307 youth. Unfortunately, no agency, not the schools or the county attorney's office, has been tracking the amount of youth referred to the welfare/justice system for CINC, status offenses, criminal offenses, or their outcomes once involved. But nobody believes the current process is working to improve the situation for our youth and their families. As data was not previously collected and no prevention or early intervention program was previously utilized, the YJRC would change the current process of youth coming into the system. That being said, our goal would be to provide evidence-based prevention programs to approximately 150 crossover youth (or those who are potentially at-risk of becoming crossover youth) to address further risks associated with antisocial cognition, antisocial behaviors, and dysfunctional family relationships.

D. Juvenile Crime Community Prevention Application for Specific Target Areas of Prevention – Behavioral Outcome Statement

Program Name: Youth Justice Resource Center

Program Number: (To be provided by KDOC)

The lead agency is required to establish outcome measures to be in place to measure process and behavior. This format permits the lead agency to implement measures for programs that examine both the implementation (process) and the theory of change (behavior) which the program proposes to impact with the youth served.

Behavioral Outcome – *this is designed to allow the ability to monitor what change is being made in the targeted behavior of the youth. These specifically measure the change in participants in the program for which the program was designed and implemented. Typical measures may include participants improved performance on measurable tests or changed level of participant engagement in target behavior.*

Behavioral Outcome Statement (What will the program change and by how much?)

The measurable (numeric value) behavior change participants are expected to exhibit based on data that has previously been measured (or for new programs based on like or related research that provides reasoning or measurement expectations).

By utilizing EBP cognitive interventions as a preventative on the front-end, as well as providing holistic support services to crossover youth and their families, the number of referrals on the back-end to the county attorney’s office, law enforcement, and child welfare agencies will be reduced by a rate of 75% for YJRC participants. As YJRC prevention programs and services will improve their ability to be productive and successful members of their homes, schools, and in the community.

1. How will the change be measured and what data will be used?

This question is in reference to the records (files, spreadsheets, databases, logs, etc.) that will be kept and/or reviewed to determine the progress toward the outcome measure and further, what will be used from said records to “count” for the outcome.

Program specialists will track data regarding participation in the YJRC program, which interventions and services were administered, their outcomes, if those youth or their families still need referred further into the justice/welfare system after completion of prevention programs and obtaining supportive services, or if behaviors which initiated the prevention referral were corrected. Other data, regarding attendance averages (to measure school engagement), graduation rates, suspensions/expulsions, etc. will be collected by USD 453 and compared with rates of future welfare/justice system contact with JIAS, re-arrests, charges being filed, etc.

2. By when will it change?

This question needs to be answered with a timeframe, preferably a date, within the fiscal year grant period.

June 30th, 2022.

3. What is the baseline?

A baseline is a data reference from a previous achievement that the outcome is built upon. The baseline should be a concise measurement of the data, from the most recent complete fiscal year of data that measures the same thing the stated outcome proposes to measure in FY's 2022 & 2023. (NOTE - Since this is a new program with a goal that has not been previously measured, use a reference from like or related research that provides reasoning or measurement expectations for why and how the goal was determined).

As our process goal is to provide prevention programs to 150 youth, our outcome goal is that 75% of those youth and their families (approx. 113) will avoid further welfare/justice system involvement and that their participation in the YJRC services will improve their ability to be productive and successful members of their homes, schools, and in the community.

E. Agreement and Conditions of Grant

Juvenile Crime Community Prevention Application for Specific Target Areas of Prevention

A grant is hereby awarded, commencing on the ____ day of _____, 2021, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to _____ (name), _____ (title), _____ (agency), hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree, and which are enumerated below, remain effective until June 30, 2023. Acceptance of Juvenile Crime Community Prevention Grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation, and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S Juvenile Crime Community Prevention grant application.
- B. Allocate expenditures only for activities, events, or conferences that occur within the grant award period.
- C. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC's [Financial Rules, Guidelines and Reporting Instructions](#).
- D. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the Juvenile Crime Community Prevention grant funds.
- E. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- F. Expend KDOC-JS funds in accordance with GRANTEE'S Juvenile Crime Community Prevention grant. Obtain advance approval in writing by the Deputy Secretary of Juvenile and Adult Community-Based Services for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.

- H. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- I. Follow all applicable state and federal laws related to confidentiality of information regarding youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- J. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- K. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- L. Not hold KDOC-JS and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- M. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community-Based Services for final review and resolution.
- N. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- O. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a) (15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the youth or their parent(s) or legal guardian(s), setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- P. Provide services to applicable youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement residing or adjudicated in GRANTEE's Judicial District. GRANTEE may serve youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement residing or adjudicated outside of their Judicial District if it is part of the Juvenile Crime Community Prevention Grant.
- Q. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.

- R. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- S. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- T. Attend all applicable training sponsored by KDOC-JS.
- U. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Supervision Standards, KDOC-JS Immediate Intervention Program Standards, KDOC's Financial Rules, Guidelines and Reporting Instructions, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

II. JUVENILE SERVICES AGREES TO:

- A. Provide oversight necessary to support the Juvenile Justice Reform Act and the Juvenile Crime Community Prevention Grant.
- B. Delegate authority to Grantee or its designees to sign consents necessary in the administration of programs for youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement.
- C. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- D. Conduct audits and reviews of GRANTEE to determine their level of compliance with the KDOC-JS Financial Rules and Guidelines and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- E. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

F. Signatory Approval

FY22 KDOC Juvenile Crime Community Prevention Application for Specific Target Areas of Prevention Budget Summary and Budget Narrative

Governmental Agencies	Community-based Agencies or Service Providers
<p>Agency Name <u>Leavenworth County Community Corrections</u></p> <p style="text-align: center;">Director/Administrative Contact</p> <p>I hereby certify by my signature that I have developed my agency's FY '22 and FY '23 Grant Application and Amount of Funds Requested, and that I have reviewed the Application for accuracy. I further certify that I find the Grant Application and Amount of Funds Requested complies with applicable Kansas Statutes, regulations, and Kansas Department of Corrections Standards.</p> <p><u>Jamie VanHouten</u> Name of Director/AC (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>	<p>Agency Name _____</p> <p style="text-align: center;">Agency's Chief Administrator</p> <p>I hereby certify by my signature that I have developed my agency's FY '22 and FY '23 Grant Application and Amount of Funds Requested, and that I have reviewed the Application for accuracy. I further certify that I find the Grant Application and Amount of Funds Requested complies with applicable Kansas Statutes, regulations, and Kansas Department of Corrections Standards.</p> <p>_____ Name of Chief Administrator (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>
<p style="text-align: center;">Advisory Board Chairperson</p> <p>I hereby certify by my signature below that the Corrections Advisory Board has approved the attached FY '22 and FY '23 Grant Application and Amount of Funds Requested.</p> <p><u>Frank Kohl</u> Name of Advisory Board Chairperson (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>	<p style="text-align: center;">Agency's Fiscal Officer</p> <p>I hereby certify by my signature below that the County Fiscal Officer has approved the attached Grant Application and Amount of Funds Requested</p> <p>_____ Name of Fiscal Officer (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>
<p style="text-align: center;">County Commission Chairperson (Sponsoring County)</p> <p>I hereby certify by my signature below that the Board of County Commissioners has approved the attached Grant Application and Amount of Funds Requested</p> <p>County (typed or printed) <u>Leavenworth</u></p> <p>_____ Name of Fiscal Officer (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>	
<p style="text-align: center;">County Fiscal Officer (Sponsoring County)</p> <p>I hereby certify by my signature below that the County Fiscal Officer has approved the attached Grant Application and Amount of Funds Requested</p> <p><u>Janet Klasinski</u> Name of Fiscal Officer (typed or printed)</p> <hr/> <p style="text-align: center;">Signature Date</p>	

NOTE - If a governmental agency is involved in the contracting of services, then the application will require approval and signatures of Administrative County Officials (left column). If two or more Community-based Agencies are involved in a contract that does not include a governmental agency in the contract, then the Chief Administrator of the lead Community-based Agency shall provide the approval and signatures (right column).

Leavenworth County Request for Board Action

Date: 10/28/2021

To: Board of County Commissioners

From: Public Works

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approval of the previously agreed upon obligations with a contract with KDOT for Project#52C-5119-01 for the HRRR project on Tonganoxie Road for preliminary engineering.

Recommendation: Approval

Analysis:

Per the contract, Leavenworth County is responsible for 10% of the Preliminary Engineering costs for the project. Preliminary Cost estimates are \$198,222 total plus a 10% contingency allocation and mileage.

The contract requires the county to pay for the full upfront cost and then request and receive reimbursement from KDOT.

Alternatives: Deny, Table

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds (Sales Tax Fund)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: Not to exceed \$24,960

Additional Attachments:

KDOT Contract



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Phone: 785-296-3861
Fax: 785-296-2079
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

October 27, 2021

52 C-5119-01
Leavenworth County

Mr. Joe McAfee, P.E.
McAfee Henderson Solution, Inc.
309 Jefferson Street
Oskaloosa, Kansas 66066

Dear Mr. McAfee:

Attached is the Cost Plus Net Fee Agreement for Engineering Services (Preliminary Engineering) on the above noted project that were prepared from your submitted proposal. Please review the entire eighteen - (18) page document with the twelve (12) special attachments. Specifically note the compensation to the Consultant (Article III) and reimbursement to the County by the Secretary (Article IV, paragraph 4). The Agreement and special attachments should then be completed, signed and/or attested as follows:

1. Agreement - Page 16 - signed and attested by the County.
2. Agreement - Page 17 - signed and attested by the Consultant.
3. Special Attachment No. 2 (Certification) – Consultant signs and dates.
4. Special Attachment No. 7 (Certification) - Sheet 1 - Consultant answers questions, signs and dates.
5. Special Attachment No. 11 (Certification) – Consultant signs and dates.
6. Special Attachment No. 12 (Certification) – Consultant signs and dates.

The Consultant, after executing the Agreement should immediately forward the signed Agreement to the County. The County should execute the Agreement and email the digital copy to **Kathryn Waters at Kathryn.waters@ks.gov or Mike Bowser at mike.bowser@ks.gov** in the Bureau of Local Projects as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.** Processing of the Agreement will continue as noted in federal regulations 23 C.F.R.172.

When the Agreement has been fully signed and executed a copy the Agreement will be scanned and emailed to County and the Consultant for your records.

Sincerely,

Michael J. Stringer, P. E., Chief
Bureau of Local Projects

Tod L. Salfrank
Assistant Bureau Chief

MJS:TLS:mb
Enclosures

**CONTRACT FOR
PRELIMINARY ENGINEERING (PE) DESIGN SERVICES
BY CONSULTANT
(COST PLUS NET FEE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 52 C-5119-01
HSIP-C496(223)
LEAVENWORTH COUNTY, KANSAS**

THIS AGREEMENT is by and among **Leavenworth County, Kansas**, (the “LPA” or “Local Public Authority”), as principal, and the consulting engineering firm of **McAfee Henderson Solution, Inc.** (the “Consultant”), and the **Secretary of Transportation of the State of Kansas** acting by and through the Kansas Department of Transportation (KDOT) (the “Secretary”). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. § 68-169, *et seq.* The LPA, Consultant, and Secretary are collectively referred to as the “Parties.”

RECITALS:

- A. The LPA has submitted an official request to the Secretary stating the LPA desires participation in the cost of the Preliminary Engineering (PE) services, as well as the construction cost for the Project. The Project will be financed with the aid of Federal and/or State, and LPA funds. The Project will be developed following the rules and regulations promulgated by the U.S. Department of Transportation in the Federal-Aid Policy Guide.
- B. The LPA’s engineering forces will be unable to handle the work involved within the desired completion date and consequently, the LPA desires to utilize the PE services of the Consultant, as further described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Consultant**” means the consulting engineering firm of McAfee Henderson Solutions, Inc., a Kansas corporation, with its place of business at 309 Jefferson Street, Oskaloosa, KS 66066.

3. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
6. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
8. **“LPA”** means Leavenworth County, Kansas, with its place of business located at 300 Walnut, Suite 7, Leavenworth, KS 66048.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
10. **“Notice to Proceed”** means the written notice from the Secretary or designee authorizing the Consultant to begin performance of services.
11. **“Participating Costs”** mean means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
12. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the LPA, and the Consultant.
13. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
14. **“Project”** means Project No. 52 C-5119-01 located on RS-381 from northern Tonganoxie city limits thence north and consists of 1.1 miles of safety improvements including addition of 1’ of travel lane and 6’ paved shoulders, and culvert widening, in Leavenworth County, Kansas, for which the LPA needs Preliminary Engineering services.
15. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

ARTICLE II

SCOPE OF PE DESIGN SERVICES:

1. Phase I: Design and plan preparation of Grading and Surfacing for the above described Project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

2. The LPA requested and has received a proposal for Phases I and II (PE services for plan preparation) from the Consultant for the following proposed construction improvements:

Grading and Surfacing: 1.1 Miles Bridge: N/A

3. The LPA requires that the scope of PE services to be provided by the Consultant be in accordance with the Consultant's proposal and regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary.
4. The PE services to be performed by the Consultant for Phase I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|--------------------------|-----------------------|
| (+) Topographical Survey | (-) Geological Survey |
| (-) Relocation Survey | (-) Bridge Soundings |
| (+) Normal Field Survey | (+) R/W Survey |

Plans, Specifications & Estimates

1) Road

- (+) Balanced Grading Plan
- (+) Pavement Design
- (+) Culvert Designs
- (+) R/W Descriptions
- (+) R/W Strip Map
- (+) Surfacing Plans
- (+) Storm Sewers
- (+) Special Provisions
- (+) Construction Cost Estimate
- (+) R/W Staking
- (+) Traffic Control Plan
- (+) Other Signing Remove and Reset
- (-) Other phases if involved: __

2) Bridges

- (-) Contour Maps
- (-) Bridge Layout Cost
- (-) Cost Completion
- (-) Bridge (Superstructure)
- (-) Bridge (Substructure)
- (-) Detailed Bridge Plans
- (-) Special Provisions
- (-) *Review Shop Drawings
- (-) *Review Falsework Drawings
- (-) Construction Cost Estimate

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:
 - (a) Average Annual Daily Traffic (AADT) = 3570 for Design Year Traffic.
 - (b) Minimum Design Speed equal to or greater than posted speed.
 - (c) Current design criteria (See Special Attachment No. 6).

ARTICLE III

LPA RESPONSIBILITIES:

1. Secretary Authorization. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. Use of Consultant. The LPA will employ the Consultant to perform the PE described in Phases I and II of this Agreement for the fee, and in the manner stipulated in this Article III and in general accordance with the Consultant's proposal.
3. Progress Review. The LPA will review the Consultant's schedule, preliminary concepts and/or layouts prior to detailed progress of the work and will monitor the Consultant's actual progress throughout the period of this Agreement.
4. Compensation. The LPA will compensate the Consultant for the PE services for Phases I and II described in Article II and Article V of this Agreement as follows:
 - (a) Total Compensation. Total compensation for Phases I and II of the PE services may not exceed \$198,222.23. Compensation will be made based on a net fee amount of \$24,950.06 and the Consultant's reimbursable actual cost. The actual costs must be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. Part 31, *et seq.*
 - (b) Reimbursement by the Secretary. The LPA will administer payments to the Consultant, including any portions borne by the Secretary. The Secretary will reimburse the LPA up to ninety percent (90%) of the Participating Costs of PE, or \$178,400.01, whichever is less.
 - (c) LPA's Contribution. The LPA is responsible for 10% of the Participating Costs of PE for Phases I and II (PE services for plan preparation of the Project) until the Secretary's funding limit is reached and any costs which may occur above the Secretary's estimated contribution as set forth in Article III, 4b above and all costs above the total compensation limit of \$198,222.23 (overages).

5. Progressive Payments.

- (a) Partial Payment. During the progress of work covered by this Agreement, partial payments for Phases I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing must be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.
- (b) Retainage. The LPA will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the LPA after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the Consultant may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the Consultant may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when the Agreement has been audited by the Secretary.

6. Final Payment.

- (a) Voucher-Phase II. The voucher for final payment from the LPA for Phase II due under provisions of this Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
- (b) Voucher-Phase I. In the event a construction contract has not been awarded for any Project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.
- (c) Final Audit. Final payments for Phases I and II due under provisions of this Agreement will be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.

7. Hold Harmless Clause. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection

with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors resulting from negligent acts, errors, or omissions from the LPA's operation in connection with the PE services to be performed under this Agreement.

8. Organizational Requirements.

- (a) Dun & Bradstreet. If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
- (b) System for Award Management. The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

ARTICLE IV

SECRETARY RESPONSIBILITIES:

- 1. Notice to Proceed. The Secretary will issue a written Notice to Proceed to the LPA and the Consultant regarding the approved date for the Consultant to begin work.
- 2. Available Drawings. Upon request, the Secretary will furnish to the Consultant any available design standard drawings or other plan sheets at actual cost.
- 3. Status Notification. The Secretary will notify the LPA and the Consultant of receipt and review status of received plans and documents.
- 4. Reimbursement to the LPA. The Secretary will reimburse the LPA up to ninety percent (90%) of the Participating Costs of PE, or \$178,400.01, whichever is less. The LPA will be responsible for any overages.
- 5. Progressive Payments.
 - (a) Partial Payment. During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary.
 - (b) Retainage. The Secretary will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation after the LPA's share (if any) has been deducted. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the LPA to the Secretary after the Secretary's award of the construction contract(s) for the LPA. After award

of the construction contract(s), the LPA may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the LPA may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the LPA when the agreement has been audited by the Secretary.

6. Final Payment to the LPA.

- (a) Final payment to the LPA will be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined in Article III, paragraph 5(a) provided all administrative audits and other procedures in connection therewith have been completed. If such procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.
- (b) It is the policy of the Secretary to make any final payments to the LPA for PE services related to the Project in a timely manner. The Single Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
- (c) The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be Non-Participating or not eligible for reimbursement by audit.

ARTICLE V

CONSULTANT RESPONSIBILITIES:

1. PE Services. The Consultant agrees to perform the scope of PE services as indicated in Article II of this Agreement. More specifically, the Consultant agrees to design the Project as follows:
 - (a) The Consultant will prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) “Green Book,” A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Local Projects LPA Project Development Manual, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering’s Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Road Design’s Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project.
 - (b) Upon their completion, the Consultant will submit the Design Plans to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 1(a) above. The Design Plans must be signed and sealed by a licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
 - (c) The Consultant will prepare revised Design Plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project. Such revised Design Plans will be made by the Secretary or the LPA at the Consultant’s expense.

- (d) The Consultant will prepare the Design Plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA and in conformance with the Project's current official schedule as issued by the Secretary. Further, the Consultant agrees to complete all Design Plan development stages no later than the due dates on the Project's current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant's control.
- (e) The Consultant will make the necessary field surveys to determine horizontal and vertical alignment for the proposed Project.
- (f) The Consultant will prepare and furnish one (1) set of plans (white background) of preliminary Design Plans for field check and review to the LPA and the Secretary. These preliminary Design Plans must, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant and/or the Secretary deem necessary.
- (g) The Consultant will attend the field check of the Project with representatives of the Secretary and the LPA.
- (h) The Consultant will complete the Design Plans incorporating changes which may have been agreed to during the field check, and include with such Design Plans estimates of quantities, special provisions, supplemental specifications, and an updated estimate of cost.
- (i) The Consultant will submit one (1) complete set of plans (white background) to the LPA and the Secretary for office check review along with copies of special provisions, supplemental specifications, and the updated cost estimate.
- (j) The Consultant will submit one (1) set of final plans and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and the Secretary.
- (k) Upon request, the Consultant will furnish one (1) copy of all design calculations to the Secretary.
- (l) The Consultant will prepare a right-of-way strip map and furnish the LPA with the original and one (1) print of the strip map.
- (m) The Consultant will prepare and furnish to the LPA preliminary plans, plats and descriptions of right-of-way required or furnish preliminary design

plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required.

- (n) The Consultant will provide staking of the rights-of-way boundary lines for use by the LPA in rights-of-way acquisition.
- (o) The Consultant will furnish final and complete Design Plans to the LPA and the Secretary for final review no later than the due date in the Project's current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant's control.
- (p) The Consultant will prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT Standard Specifications for State Road and Bridge Construction, except for items designed by others.
- (q) The Consultant will review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of PE services in Article II, paragraph 4 of this Agreement).
- (r) The Consultant will have available at the Consultant's office all plans being prepared and supporting information for review by the LPA and the Secretary.
- (s) The Consultant will provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents will become the property of the LPA upon their completion in accordance with the terms of this Agreement, without restrictions as to their future use.
- (t) The Consultant will provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color, and placement of all signs must comply with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as adopted by the Secretary.
- (u) The Consultant, the LPA, and Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
- (v) An extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable provided; however, such extension of time must be requested by the Consultant in writing, stating the reasons for such delays.

2. Additional Obligations. In addition to the scope of PE services, the Consultant will assume the following obligations:
- (a) The Consultant will furnish two (2) copies of each proper billing to the LPA.
 - (b) The Consultant will accept compensation for the performance of PE services described in such amounts and at such intervals as indicated in Article III, paragraphs 4-6.
 - (c) In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree a supplemental agreement to this Agreement is necessary to provide for authorized extras, all payments for work performed to that date will be due and payable within ninety (90) days after the date of the supplemental agreement, provided; however, a proper billing has been received from the Consultant.
 - (d) The Consultant will prepare an estimated schedule, if different from the official KDOT schedule, for performance of PE services (Forward the schedule to the LPA and the Secretary) identified in Article III, paragraph 1, of this Agreement (may be bar chart or other acceptable method) and report to the LPA (and the Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
 - (e) The Consultant will not, without prior written approval from the Secretary, exceed the upper limit of the PE services fee described and agreed to by the Parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
 - (f) The Consultant will make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant's office to representatives of the LPA and the Secretary for audit for a period of three (3) years after the date of final payment.
 - (g) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.
 - (h) The Consultant will become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.

- (i) The Consultant will be responsible for any and all damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of PE services under this Agreement.
3. Responsibility for Adequacy of Design. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Design Plans. Any review of these items performed by the LPA or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Design Plans. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, or any other work performed by the Consultant or the LPA.
4. Use Restricted Documents (23 U.S.C. § 409). This Agreement may result in the Consultant using the reports, surveys, schedules, lists, or data compiled or collected by the Secretary that are use restricted pursuant to 23 U.S.C. § 409. Such reports, surveys, schedules, lists or data are watermarked "Use Restricted 23 U.S.C. § 409" which provides the Secretary with an evidentiary privilege that may only be asserted by counsel for KDOT as to evidence against KDOT in litigation. The Secretary requires any documents the Consultant receives which are watermarked "Use Restricted 23 U.S.C. § 409" shall only be used for this Agreement. Further, the Consultant must maintain and not remove the 23 U.S.C. § 409 watermark. (See Special Attachment No. 8).
5. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant shall indemnify, hold harmless, and save the LPA, the Secretary, and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees or subcontractors resulting from the Consultant's negligent acts, errors, mistakes or omissions in performing the PE services under this Agreement.
6. Certificate of Compliance with K.S.A. § 46-239(c). The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the Certificate of Compliance, Special Attachment No. 7, which is attached to and made a part of this Agreement.
7. Certification Regarding Sexual Harassment. The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.

8. Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds \$100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as Special Attachment No. 2 to this Agreement and made a part thereof.

ARTICLE VI

GENERAL PROVISIONS:

1. No Assignment without Prior Consent. The PE services to be performed by the Consultant under the terms of this Agreement are personal and the Consultant shall not sublet or assign all or any part of the PE services under this Agreement without the prior written consent of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement. All the applicable terms of this Agreement remain in force and are a condition to any PE services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.
2. Termination by the LPA. The LPA reserves the right with the Secretary's approval to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice will be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. Termination by the Consultant. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
4. Effect of Termination.
 - (a) In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or PE services rendered before the termination date as Article III provides.
 - (b) In the event the PE services of the Consultant are terminated by the LPA and the Secretary for fault including, but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the PE services performed or rendered and delivered to the Secretary up to the time of termination. The value of the PE services performed, rendered and delivered will be determined by the Secretary in consultation with the LPA. The Consultant may appeal the determination to the Deputy Secretary of

Transportation/State Transportation Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

5. Continuation of Services. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the PE services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in paragraph 4(b) above.
6. Employees of LPA and the Secretary. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.
7. Audit. The Secretary may require the Consultant and subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. Overhead Rate Audit. The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate may be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments may be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
9. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the LPA, the Consultant and their successors and assigns.
10. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
11. Prohibited Use of Certain Technologies. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such

telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

12. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
14. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

ARTICLE VII

INCORPORATION OF DOCUMENTS: The correlation, interpretation, and intent of the Agreement Documents, including the Agreement and Special Attachments thereto, shall be as follows:

1. Special Attachment No(s). One (1) through Thirteen (13), including Contractual Provisions Attachment, DA-146a (Rev. 07.16.19), are attached and made a part of this Agreement.
2. The Agreement, the Notice to Proceed and all supplemental agreements shall be included as the Agreement Documents.
3. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA; they may be altered only by supplemental agreement.
4. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, this Agreement and Notice to Proceed.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

RECOMMEND FOR APPROVAL:

LEAVENWORTH COUNTY, KANSAS:

County Engineer (Date)

Chairperson of Board (Date)
of County Commissioners

ATTEST:

Commission Member

County Clerk (Date)

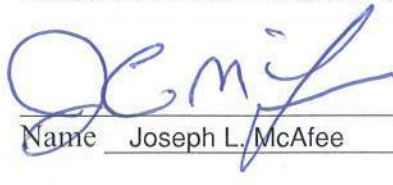
Commission Member

ATTEST:

BY 
Name Kevin J. Schafer

TITLE Senior Technician

MCAFEE HENDERSON SOLUTION, INC:


Name Joseph L. McAfee 10/28/21
(Date)

TITLE President

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Certification of Company Not Currently Engaged in a Boycott of Goods or Services From Israel
Special Attachment No. 3	Civil Rights Act
Special Attachment No. 4	Example Voucher for LPA to voucher KDOT
Special Attachment No. 5	Contractual Provisions Attachment (DA-146a, Rev. 07.16.19)
Special Attachment No. 6	Current Design Criteria
Special Attachment No. 7	Certificate of Compliance with K.S.A. 46-239(c)
Special Attachment No. 8	Watermark
Special Attachment No. 9	Certification of Final Indirect Cost
Special Attachment No. 10	Certificate of Tax Clearance
Special Attachment No. 11	Policy Regarding Sexual Harassment
Special Attachment No. 12	Required Contract Provision Certification – Federal Funds - Lobbying

SUPPORTING DATA SHEET FOR ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 52 C-5119-01	COUNTY/CITY: Leavenworth County
LOCATION: RS 381 Leavenworth County Route 5 (Tonganoxie Road, Sta 20+00 to 78+50) - 1.1-miles	
WORK ITEM: Project Summary Phases 1 & 2	DATE: 10/4/2021

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Joe McAfee, PE - SR Project Manager	47.00	276.00	12,972.00	
Kevin Schafer - JR Project Manager/CAD Engineering	31.00	744.00	23,064.00	
Ben Ellis - JR Project Manager/CAD Surveying	40.50	135.00	5,467.50	
Steven West, PLS - Project Surveyor	33.70	160.00	5,392.00	
Various - Project Engineer 1 (Avg Rate)	30.75	435.00	13,376.25	
Heath Norris - Survey Tech 3	27.00	33.00	891.00	
Drake Wenciker - Survey Tech 2	22.00	291.00	6,402.00	
Wesen Odell - Survey Tech 2	19.00	185.00	3,515.00	
SUBTOTAL LINE 1		2,259.00		71,079.75
2. SALARY RELATED AND GENERAL OVERHEAD				95,253.97
3. SUBTOTAL (LINES 1 & 2)				166,333.72
4. NET FEE				24,950.06
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Print Copies (8-1/2 x 11)	0.150	230.00	34.50	
Print Copies (11 x 17)	0.75	577.00	432.75	
Print Copies (22 x 34)	2.50	300.00	750.00	
Mileage	0.56	1,770.00	991.20	
Title Reports (Original)	165.00	19.00	3,135.00	
Title Reports (Refresh)	65.00	19.00	1,235.00	
USPLS Corner Documents	5.00	10.00	50.00	
Permit KDHE NOI	60.00	1.00	60.00	
Permit Storm Structures (COE, DWR)	250.00	1.00	250.00	
SUBTOTAL LINE 5				6,938.45
TOTAL (LINES 3, 4 & 5)				198,222.23

SUPPORTING DATA SHEET FOR ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 52 C-5119-01	COUNTY/CITY: Leavenworth County
LOCATION: RS 381 Leavenworth County Route 5 (Tonganoxie Road, Sta 20+00 to 78+50) - 1.1-miles	
WORK ITEM: Phase 1 - Preliminary Surveying	DATE: 10/4/2021

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Joe McAfee, PE - Senior Project Manager	47.00	10.00	470.00	
Ben Ellis - Junior Project Manager, Survey Tech 5	40.50	135.00	5,467.50	
Steven West, PLS - Project Surveyor	33.70	160.00	5,392.00	
Heath Norris - Survey Tech 3	27.00	33.00	891.00	
Drake Wenciker - Survey Tech 2	22.00	291.00	6,402.00	
Westen Odell - Survey Tech 2	19.00	185.00	3,515.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		814.00		22,137.50
2. SALARY RELATED AND GENERAL OVERHEAD				29,666.46
3. SUBTOTAL (LINES 1 & 2)				51,803.96
4. NET FEE				7,770.59
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Survey Copies (8-1/2 x 11)	0.15	170.00	25.50	
Suvey Copies (11 x 17)	0.75	57.00	42.75	
Survey USPLS Corner Documents	5	10.00	50.00	
Survey Mileage	0.56	950.00	532.00	
Survey Title Report (Original)	19	165.00	3,135.00	
Survey Title Report (Refresh for Acquisitions)	19	65.00	1,235.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				5,020.25
TOTAL (LINES 3, 4 & 5)				64,594.80

SUPPORTING DATA SHEET FOR ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 52 C-5119-01	COUNTY/CITY: Leavenworth County
LOCATION: RS 381 Leavenworth County Route 5 (Tonganoxie Road, Sta 20+00 to 78+50) - 1.1-miles	
WORK ITEM: Phase 1 - Plans & Specifications	DATE: 10/4/2021

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Joe McAfee, PE - Senior Project Manager	47.00	258.00	12,126.00	
Kevin Schafer - JR Project Manager, Eng Tech 5	31.00	724.00	22,444.00	
Various Project Engineer 1 (Avg Rate)	30.75	423.00	13,007.25	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		1,405.00		47,577.25
2. SALARY RELATED AND GENERAL OVERHEAD				63,758.27
3. SUBTOTAL (LINES 1 & 2)				111,335.52
4. NET FEE				16,700.33
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Engineering Copies (8-1/2 x 11)	0.150	60.00	9.00	
Engineering Copies (11 x 17)	0.75	520.00	390.00	
Engineering Copies (22 x 34)	2.50	300.00	750.00	
Engineering Mileage	0.56	820.00	459.20	
Permit KDHE NOI	1.00	60.00	60.00	
Permit Storm Structures (COE, DWR)	1.00	250.00	250.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				1,918.20
TOTAL (LINES 3, 4 & 5)				129,954.05

SUPPORTING DATA SHEET FOR ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 52 C-5119-01	COUNTY/CITY: Leavenworth County
LOCATION: RS 381 Leavenworth County Route 5 (Tonganoxie Road, Sta 20+00 to 78+50) - 1.1-miles	
WORK ITEM: Phase 2 - Shop Drawing Review	DATE: 10/4/2021

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Joe McAfee, PE - Senior Project Manager	47.00	8.00	376.00	
Kevin Schafer - JR Project Manager, Eng Tech 5	31.00	20.00	620.00	
Various Project Engineer 1 (Avg Rate)	30.75	12.00	369.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		40.00		1,365.00
2. SALARY RELATED AND GENERAL OVERHEAD				1,829.24
3. SUBTOTAL (LINES 1 & 2)				3,194.24
4. NET FEE				479.14
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				0.00
TOTAL (LINES 3, 4 & 5)				3,673.38

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

 President
Signature, Title of Contractor

10/28/21
Date

Joseph L. McAfee
Printed

McAfee Henderson Solutions, Inc.
Name of Company

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**"Example Billing - Cost Plus Net Fee Agreement"
Preliminary Engineering by Consultant**

Detailed Itemized Statement of Amount being Claimed by Consultant

Date 09-30-2001

Project No. 109 C-0000-01

For services from August 1, 2001 through August 31, 2001.

Billing Statement No. 1

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
Ron Roads	Engineer	20	\$18.00	\$ 360.00	
Bill Bridges	Technician	100	\$15.00	\$1,500.00	
Carla Curbs	Technician	30	\$12.00	\$ 360.00	
Mary Median	Clerical	10	\$ 9.00	<u>\$ 90.00</u>	
				\$2,310.00	

Sub-Total = **\$2,310.00**

B. Salary Related and General Overhead @ 100.00 % = **\$2,310.00**

C. Total Payroll plus Overhead (A + B) **\$4,620.00**

D. Net Fee **\$460.00**

E. Total Direct Payroll, Overhead and Net Fee (C + D) **\$5,080.00**

F. Direct Expenses

Per Diem & Subsistence

Bill Bridges	10 days @ \$50/Day	\$500.00
Carla Curbs	3 days @ \$50/Day	<u>\$150.00</u>
		\$650.00

Mileage

Auto	500 miles @ \$0.20/mile	\$100.00
Pickup	500 miles @ \$0.20/mile	<u>\$100.00</u>
		\$200.00

Equipment Rental

Nuclear Density Meter	15 hours @ \$20/hour	\$300.00
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Testing Laboratory (Rockshaker Testing Co., Inc.)

See Attachment with hours and costs	\$420.00
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Total Direct Expenses **\$1,570.00**

G. TOTAL COST CLAIMED (E + F) **\$6,650.00**

SIGNATURE:

Company Representatives Name

Date

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CURRENT DESIGN CRITERIA

1. All projects shall comply with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) "Green Book", A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Project Development Manual for Non-National Highway System (NHS) Local Government Road and Street Projects, Volume. I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
2. All efforts necessary to perform the preliminary engineering (PE) design services, including appropriate pavement design, etc., will be performed by the consultant. Projects developed will be processed through the Bureau of Local Projects (BLP) following procedures and items noted in the attachments that were sent to the Local Public Authority (LPA) at the time that consultant selection was initiated.
3. If right of way is required, the procedures shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. These procedures will be discussed at the Field Check.
4. The project plans format should follow that used by the KDOT and described in the KDOT Design Manual.
5. The "Kansas" title sheet shall be used unless there is Federal-Aid in the project.
6. Each sheet shall have a sheet and project number box in the upper right hand corner. When a title block is used, it shall be located in the lower right hand corner.
7. When plans are designed by a consulting engineer, the firm's name should not be presented unless in an unobtrusive manner.
8. For full size sheets, the border size shall be 21 inches x 33.5 inches and the trim size shall be 22 inches x 36 inches.
9. All quantities shall be compiled using the proper KDOT bid item and shall be recapitulated on a separate summary of quantities sheet.
10. KDOT will retain the original plans or a complete set of reproducibles.

11. Adjustment of utilities, when required, shall comply with the KDOT Utility Accommodation Policy and certification of the completed adjustments must be made prior to the plans, specifications and estimates (PS&E) approval of the project.
12. KDOT will perform the appropriate environmental studies on the projects and will provide clearance on the projects that qualify as categorical exclusions. Should any project require further environmental action or public involvement, it will be the responsibility of those performing the PE design services.
13. An official field check involving affected parties will be held for each project.
14. The BLP will develop a city/county/state agreement addressing financial arrangements and City/County and State responsibilities.

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By:  _____ Joseph L. McAfee

Date: 10/28/21 _____

Contract/
Project No: Agreement No. 364-21 / 52 C-5119-01
(if applicable)

County: Leavenworth
(if applicable)

USE RESTRICTED 23 U.S.C. § 409

Certification of Final Indirect Costs

Firm Name: McAfee Henderson Solutions, Inc.

Indirect Cost Rate Proposal: 134.01%

Date of Proposal Preparation (mm/dd/yyyy): 7/16/2021

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2021 - 12/31/2021

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Joseph McAfee

Title: President

Date of Certification (mm/dd/yyyy): 3/4/2021



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

McAfee Henderson Solutions, Inc.
DBA as McAfee Henderson Solutions, Inc.

ISSUE DATE
07/10/2021

TRANSACTION ID
T7HB-GE7S-3XYF

CONFIRMATION NUMBER
C738-JNE8-K5TY

TAX CLEARANCE VALID THROUGH 10/08/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

McAfee Henderson Solutions, Inc.
Contractor Name (Type or Print)

By: 
Signature

Joseph L. McAfee
Printed Name

President
Title

10/28/21
Date

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated federal funds to influence federal contracting. Under this new section no appropriated funds may be used by the recipient of a federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this certification is required for participation in this project by federal law. For each failure to file a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any federal grant or the extension, continuation, renewal, amendment or modification of any federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: 10/28/21



BY: Joseph L. McAfee, President
McAfee Henderson Solutions, Inc.

**Leavenworth County
Request for Board Action
Resolution 2021-49
Special Use Permit for a Contractor's Yard - Kraemer & Sons**

Date: November 3, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

Budget Review **Administrator Review** **Legal Review**

Action Requested: Approve Resolution 2021-49 a Special Use Permit for a Contractor's Yard for Kraemer & Sons located at 21655 187th Street.

Analysis: The applicant is proposing to establish a new business for a contractor's yard. The site would be used to store and park equipment for their contracting business. Since the business primarily works for water districts, most of the work would be conducted off-site with material being shipped to the worksite. The main operating times for the business would be from 7 am to 6 pm, with emergency hours during evenings and weekends. The neighborhood is comprised of residential and agricultural uses which is not compatible with a contractor's yard (light industrial). The request does not match the Comprehensive Plan or the future land use map, therefore staff recommends denial of the application.

Recommendation: The Planning Commission voted 7-0 (1 abstention and 1 absence) to recommend approval of Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons.

Alternatives:

1. Approve Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

Resolution 2021-49
Case No. DEV-21-131
Kraemer & Sons
Special Use Permit – Contractor’s Yard

Staff Report – Board of County Commissioners

November 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Kyle & Katie Kraemer
21655 187th Street
Tonganoxie, KS 66086

Legal Description: The South half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 10 South, Range 21 East of the 6th P.M, in Leavenworth County, Kansas.

Location: 21655 187th Street, Tonganoxie, KS, approx. ± ¼ mile south of the Hollingsworth Rd and 187th Street intersection

Parcel Size: ± 10 acres

Zoning/Land Use: RR-5, Rural Residential 5-acre minimum size parcels

Comprehensive Plan: This parcel is within the Residential land use category.

Parcel ID No.: 146-24-0-00-00-013.02

Planner: Amy Allison

REPORT:

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of Case No.DEV-21-131 on a vote of 7-0 (1 abstention, 1 absence) for a Special Use Permit for Kraemer & Sons with the following conditions:

1. The SUP shall be limited to a period of five (5) years.
2. The business shall be limited to the hours of 6 am to 7 pm, Monday through Friday with occasional weekend and emergency hours.
3. The SUP shall be limited to 7 employees with a maximum of 3 off-premises employees.
4. The applicant shall adhere to the following memorandums:
 - a. Mitch Pleak – Public Works, September 13, 2021
5. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. No on-street parking shall be allowed.
7. This SUP shall be limited to the Narrative dated July 30, 2021 submitted with this application.
8. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Request

The applicant is requesting a Special Use Permit for equipment parking and storage for their contracting business. The use is classified as a Contractor’s Yard in the Table of Uses.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 2 acres to over 140 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0225G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Stranger Fire District
Water: RWD #8
Electric: Evergy

Access/Streets

The property is accessed by 187th Street, a County Collector with a Gravel surface ± 30’ wide.

Agency Comments

See attached comments – Email – Kyle Anderson – Planning and Zoning, September 7, 2021
See attached comments – Email – Lauren Anderson – Public Works, September 13, 2021
See attached comments – Email – Mark Billquist – Stranger Fire Department, September 8, 2021
See attached comments – Email – Becky Fousek – Rural Water District #8, September 9, 2021

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Special Use Permit request:

1. Character of the neighborhood: The character of the neighborhood is rural; primarily rural residences, and agricultural uses.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area suited for rural residences and agricultural use. The use is allowed with approval of a Special Use Permit
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area will not likely be detrimentally affected.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed use will not affect public health, safety and welfare. The proposed business will create an increase to economic development.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential which is not compatible with the proposed use.
8. Staff recommendation is for the denial of the Special Use Permit.

<u>LOCATION</u>	
Adjacent Residences	Adjacent residences are rural-suburban uses. Most properties to the north and south are on ten (10) acre parcels, or larger. Parcels to the east vary from 5 acres and greater.
Adjacent Zoning/Uses	Zoning in the area is RR-5 and are used primarily as rural residences and agricultural uses.
Density	The area is not densely populated.
Nearby City Limits	The city of Tonganoxie is approximately 3.4 miles to the southwest of the property.
Initial Growth Management Area	The property is not located within an Initial Growth Management Area.

IMPACT	
Noise Pollution	This use will not cause prolonged noise pollution. The primary times of elevated noise levels will be in the morning, between 7:00 AM and 9:00 AM when employees arrive at the site to gather equipment. During the evening, between 5:00 PM and 6:00 PM there will be elevated noise levels when employees return with equipment. Due to the nature of work, these times may vary.
Traffic	The use will create additional traffic in the morning and evening. Up to three employees may arrive during the morning. They will then leave in company vehicles, and typically will not return until the end of the day. Employees will then depart for the day in their personal vehicles. The operation employs seven full-time employees, 4 family members who live on-site. Additional employees are necessary during certain times of the year and during weather events.
Lighting	The applicant does not have lighting other than security lighting and is not requesting lighting.
Outdoor Storage	The applicant stores three (3) trucks, three (3) trailers and various construction equipment and safety signage and fencing outside near an existing shop. In addition, three (3) COOP fuel rental tanks are stored on the property.
Parking	The applicant has ample parking space for employees.
Visitors/Employees	Typically, three (3) employees report to the site each day of the work week. During certain times of year there may be more employees reporting to the site. Customers do not come to the site on a regular basis.
Waste	The business generates minimal waste. This waste is properly disposed of according to KDHE standards.

SITE COMPATABILITY	
Size of Parcel	The parcel is ten (10) acres in size.
Zoning of Parcel	The parcel is zoned Rural Residential-5
Buildings (Existing & Proposed)	The property contains a residence and an accessory residential unit with storage attached. The applicant has a shop on the property that is approximately 30x25. Tools and equipment for overnight storage is stored in the existing storage buildings.
Setbacks	Existing buildings meet the required setbacks.
Screening	The property does have existing landscaping that screens the truck and trailer storage from the roadway. Minimal landscape screening exists along the sides.

History

This is the first request for a Special Use Permit for this business.

Staff Comments

The applicant is requesting a Special Use Permit for a vehicle and equipment storage facility on their residential property. This use is classified as a Contractor's Yard in the Table of Uses. Currently, the applicant is only using the property to store vehicles, trailers and equipment for his business with no material storage on-site. Current employment includes three full-time, off-site employees but does mention additional employees may be needed in the future. The applicant stated that customers do not visit this site and delivery is limited to primarily office equipment. Material for construction projects are shipped to work sites.

The proposed use is not compliant with the Future Land Use map designation of residential. Staff is recommending denial due to the Comprehensive Plan.

ACTION OPTIONS:

1. Approve Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact; or

3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-131 (Resolution 2021-49) Special Use Permit for a Contractor's Yard for Kraemer & Sons, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
Location/Aerial Maps
Memorandums
Public Correspondence

SPECIAL USE PERMIT APPLICATION

Leavenworth County Planning Department
300 Walnut, St., Suite 212
County Courthouse
Leavenworth, Kansas 66048
913-684-0465

Office Use Only

PID: _____ Date Received: _____
Township _____
Planning Commission Date: _____
Case No. _____ Date Paid _____
Zoning District _____
Comprehensive Plan land use designation _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Kyle & Katie Kraemer</u>	NAME _____
ADDRESS <u>21655 187th St.</u>	ADDRESS _____
CITY/ST/ZIP <u>Tonganoxie KS 66086</u>	CITY/ST/ZIP _____
PHONE <u>913-645-1636</u>	PHONE _____
EMAIL <u>Kyle@kraemerandsons.org</u>	EMAIL _____
CONTACT PERSON <u>Kyle or Katie Kraemer</u>	CONTACT PERSON _____

PROPOSED USE INFORMATION

Existing and Proposed structures Equipment Parking and Storage

Reason for requesting a Special Use Permit to meet county rules

PROPERTY INFORMATION

Address of property 21655 187th St. Tonganoxie KS 66086 Parcel size 10 acres

Current use of the property Residential / Farm

Does the owner live on the property? yes, there are 2 single family residences

Does the applicant own property in states or counties other than Kansas and Leavenworth County? NO

I, the undersigned am the (circle one) owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit as indicated above. I hereby agree to "cease and desist" the operation of the activity upon denial of the permit by the Board of County Commissioners.

Signature [Signature] Date 7-30-2021

ATTACHMENT A

OWNER AUTHORIZATION

I/WE Kyle Kraemer, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 30 day of July, 2021, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Katie Kraemer ~~+ Kyle Kraemer~~ (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 21655 187th St. Tonganoxie KS 66084 (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

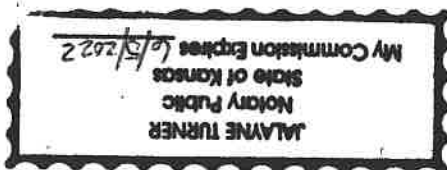
[Signature]
Owner Kyle Kraemer

[Signature]
Owner Katie Kraemer

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 30 day of July, 2021, by Kyle Kraemer and Katie Kraemer.

My Commission Expires: 6/5/2022



[Signature]
Notary Public Jalayne Turner

ATTACHMENT B

Doc #: 2017R02420
STACY R. DRISCOLL
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
03/30/2017 4:20:41 PM
RECORDING FEE: 32.00
PAGES: 2

Entered in the transfer record in my office this
30 day of March, 2017.
Jarot Kaslowski
County Clerk
by B Jones

Kansas Secured Title, Inc.
P.O. Box 803
Tonganoxie, KS 66086

TX0011684

GENERAL WARRANTY DEED
(Statutory)

Colby T. Fletcher, a single person

convey and warrant to

Kyle A. Kraemer and Katie M. Kraemer, husband and wife, as joint tenants with the right of survivorship and not as tenants in common all the following REAL ESTATE in the County of LEAVENWORTH, and the State of Kansas, to-wit:

The South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

for the sum of one dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

0352

Dated this 27th ~~March~~ day of 27th March, 2017.

Colby T Fletcher

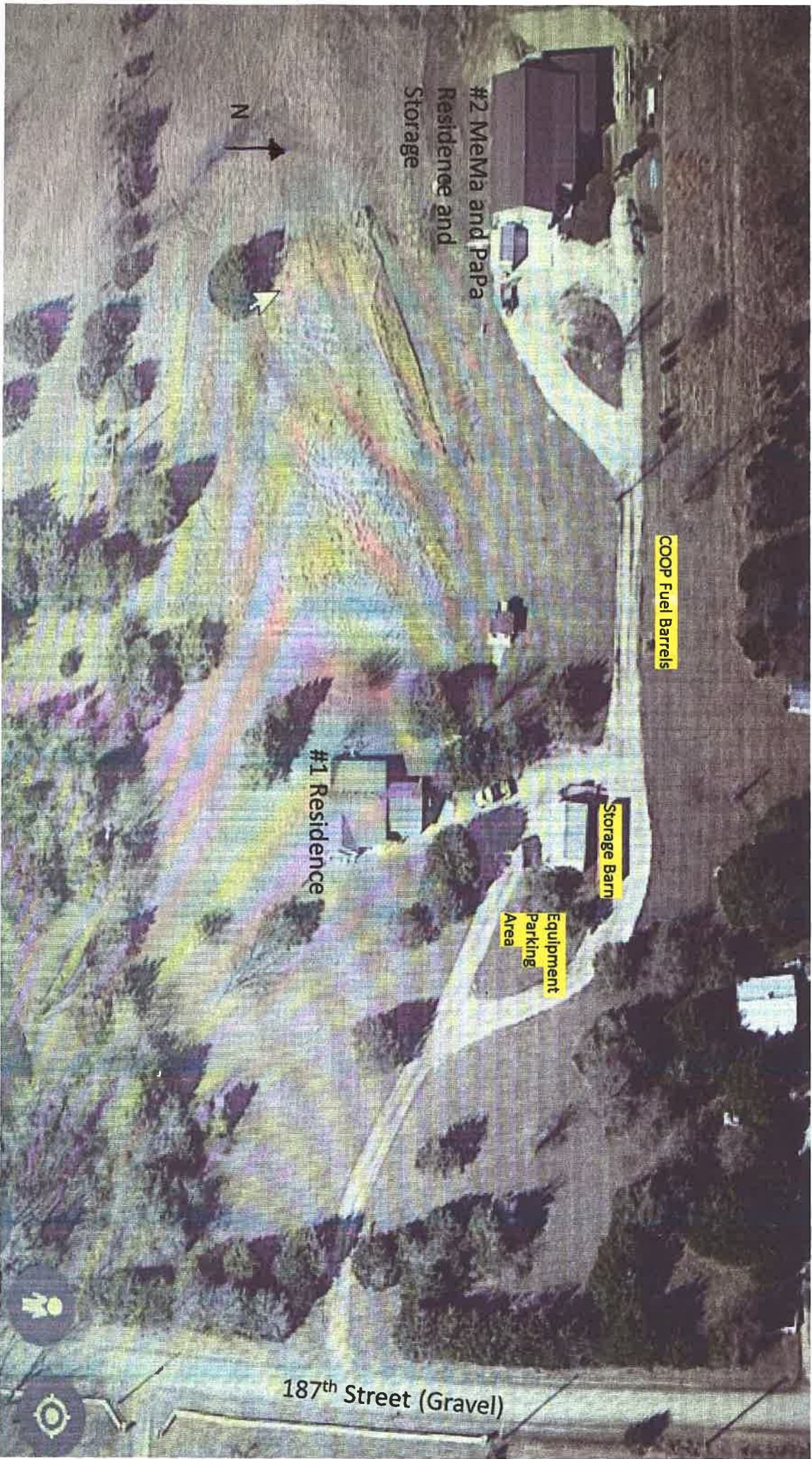
Colby T. Fletcher
State of ~~Kansas~~ ^{Missouri}, County of ~~LEAVENWORTH~~ ^{Marion} §

The foregoing instrument executed was acknowledged before me this 27th day of March, 2017, by Colby T. Fletcher, a single person.

Mary M. Gibbons
Notary Public
My appointment expires: 5-20-18



MARY M. GIBBONS
MARION COUNTY
COMMISSION #14434242
MY COMMISSION
EXPIRES MAY 20, 2018



#2 MelMa and Papa
Residence and
Storage

N

COOP Fuel Barrels

#1 Residence

Storage Barn

Equipment
Parking
Area

187th Street (Gravel)

Kraemer & Sons Construction and Excavating LLC
21655 187th Street, Tonganoxie KS 66086
913-620-3050

Special Use Permit Application Narrative

Kraemer & Sons primary business is engaged in supporting several Leavenworth County Rural Water Districts infrastructures including installing new pipelines, maintaining current water lines, home owner water service, locating water lines before you dig requests, well and pump station monitoring and emergency repairs. Our central location in Leavenworth County aids our ability to quickly respond and meet our community's residential and commercial businesses water use and emergency needs 24/7.

We are requesting a Special Use Permit for equipment parking, staging and storage into the foreseeable future on the property located at 21655 187th St., Tonganoxie KS 66086.

- **Current Use & Property Legal Description:** The current use of the property is primarily family residential with small gardens, orchard, chickens, goats and grassland.
- **Proposed Use:** Parking storage and staging of two (2) commercial business trucks, trailers and excavating equipment that when in transit the combined weights are greater than 12,000 LBS and far less than 60,000 LBS.
- **Hours of Operation:** Typically, the trucks, trailers and equipment are dispatched sporadically throughout the week dependent upon demand. Hours of operation are Monday through Friday between the hours of 7 and 9AM and return to home base between 5 and 6PM dependent upon the days need. With the longer summertime daylight and the increased job excavating season our work hours may extend the norm. For jobs that require more than one day the excavating equipment and trailers are often parked on the job sits until completion thus reducing our road traffic. When requested by a given Leavenworth County Water District, we will occasionally have the need to dispatch on a weekend and or at night for an emergency water line breakage repair.
- **How Many Employees:** Consist of four (4) working family members, two (2) laborers plus one (1) additional job foreman for a total of seven (7). There may be some future growth dependent upon contracted workload.
- **Are any family members:** Yes, there are 4 family members that live on the property in two separate residents that actively participate in the day to day business.
- **Equipment List:** 1 2015 Ford F550 Service Truck; 1 2019 Ford F550 Service Truck; 1 Ford 2019 F150 Service Truck; 1 2020 Flatbed Trailer; 1 2019 Dump Trailer; 1 2020 Kubota 57 Track Hoe; 1 2021 Kubota 80 Track Hoe; 1 2019 Kubota 95 track loader; 1 smaller lawnmower trailer.
- **Daily Traffic Impact:** Per the "Traffic Impact Policy" we fall in the "Category of Commercial Vehicles 0-4 vehicles per day." A maximum of 3 trucks per day could be dispatched, however, there are many days where only one truck, trailer and excavating equipment may be dispatched.
- **Parking:** There is a designated gravel parking area that will accommodate the equipment (see attached satellite photo for location on the property).

- **Storage:** Various track loader accessories, commercial compressor, portable street construction flashing sign and safety barrier fencing.
- **Maintenance:** The majority of equipment maintenance is performed by Coleman Implement in Bonner Springs, KS or an authorized Ford Maintenance Facility.
- **Alcohol Service:** None
- **Pollution Concerns:** None. All vehicles are maintained properly and there is no viable concern for property pollution. Fuel tanks are safely secured and property of the Leavenworth County COOP and the necessity to fill is approximately 4 times per year.
- **Dust Control:** 187th Street is gravel, maintained by the county and there is no dust control at this time. There is less than a ½ mile distance to access paved county roads.
- **Signs:** There is no company logo or business signage other than a “Under Video Surveillance” sign.
- **Size:** Video Surveillance sign 8” x 15”
- **Design:** Metal
- **Where will they be placed:** Entrance to property fence post 30feet from road near the driveway apron.
- **Chemicals Used:** Not Applicable
- **Lubricants/Oils/Fluids:** Three (3) COOP Fuel Rental tanks include a 500-gallon tank On Road Diesel, a 500-gallon tank Off Road Diesel and a 300-gallon tank Low Lead Gasoline. Plus, a 50-gallon barrel of fuel additive DEF plus several 1-gallon containers of engine lubricating oil, hydraulic fluid and grease gun tubes.
- **Storage:** All lubricants/oils/fluids are separated from the rental COOP fuel tanks
- **Disposal:** All used “Lubricants/Oils/Fluids are used as recommended, safely stored and if necessary, disposed of or recycled properly.
- **Sewage Disposal:** Only residential use through present septic system.
- **Water Supply:** Rural Water District #8. No additional water required. Equipment cleaning is done at local car washes.
- **Noise/sound caused by the use:** Noise levels are minor and emitted only from the loading and transport of excavating equipment.
- **Odors or fumes:** We only use legally Federal emission-controlled vehicles and equipment.
- **Accessory building used or to be constructed:** Current barn capacity is used for some overnight storage when needed due to weather plus storage of various hand tools. Dependent upon our future success, a building project for a larger barn is in our long-term-plan to put all equipment under roof storage.
- **Outdoor displays/advertising:** None

- **Emergency/Safety:** Kraemer and Sons are dedicated to safety of operations. The employee manual outlines our safety procedures and we comply with industry standards and best practices.
- **Contact numbers:** Scott Kraemer, CEO 913-620-3050; Kyle Kraemer, COO 913-645-1636; Katie Kraemer, Office Manager 913-827-6962; Belinda Kraemer, Vice President 816-896-3609
- **Shelter:** We have installed and 8 Man in-ground storm shelter on property for emergency use.
- **Weather radio:** As our business is often hampered by inclement weather, a variety of weather alert sources are used and constantly monitored with phone weather proximity warning apps enabled for awareness, safety and daily operational knowledge.
- **Evacuation plan:** A common sense plan and training all family members and employees including escape routes, fire extinguisher locations and storm shelter use.
- **Fire extinguishers:** Certified current and visibly placed in all buildings and onboard equipment.
- **Outdoor Storage:** Presently a fully graveled parking area is in place. For the future a larger barn for all equipment storage as business grows is planned.
- **Fenced/Screened:** The 10-acre property is primarily fenced but gaps exist such as the entrance drive.
- **Security Lighting:** Motion detected lighting and 6 active recording cameras.
- **Parking:** There is ample parking space for our needs. There is very minimal public traffic and only a few times per year as needed to discuss local water projects with our patron administrators.
- **Residence:** There are two legally permitted single family residence on the property.
- **Traffic:** No consumer traffic only dispatch and return of business equipment.
- **Number of employees driving to the site per day equals 2.** The 4 Family employees live on the property and dispatch daily as needed. Our Foreman employee has a company truck that is stored at his home and dispatch's direct to job locations. Two employees meet at the property daily or at a given job location dependent upon the days demands.
- **Number of deliveries of products / materials to the site per week:** Estimate on average 2 deliveries per week as most parts needed are delivered directly to job sites.
- **Number of trips from the site to deliver products / materials:** Very minimal with only occasional storage of water line piping, valves and water accessories to meet water district needs.



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Kraemer & Sons LLC

DBA as Kraemer & Sons LLC

ISSUE DATE

07/26/2021

TRANSACTION ID

T68K-XFGB-7EXR

CONFIRMATION NUMBER

CYKN-4TS4-CF64

TAX CLEARANCE VALID THROUGH 10/24/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Allison, Amy

From: Scott Kraemer <scott@kraemerandsons.org>
Sent: Wednesday, September 15, 2021 7:40 PM
To: Allison, Amy
Cc: Kyle Kraemer
Subject: Kraemer and Son's Special Use Permit Response to Question

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Amy,

Pursuant to the Stranger Township Fire Departments list of questions here is our response. Overall, our entire staff follow and practice logical safety procedure's in order to reduce risks of all kinds including fire. Here are the answers to their questions.

1. Question: Will the equipment be secured by fencing or something of the sort?

Answer: Not at this time.

2. Question: Will the Fire Department Access be reduced with increased parking of equipment?

Answer: All structures and equipment have open access points on graveled driveways that completely incircle the proposed parking area.

3. Question: What type of equipment will be stored on the property?

Answer: **Equipment List:** 1 2015 Ford F550 Service Truck; 1 2019 Ford F550 Service Truck; 1 Ford 2019 F150 Service Truck; 1 2020 Flatbed Trailer; 1 2019 Dump Trailer; 1 2020 Kubota 57 Track Hoe; 1 2021 Kubota 80 Track Hoe; 1 2019 Kubota 95 track loader; 1 smaller lawnmower trailer; various earth moving buckets, forks, traffic warning and signal signs.

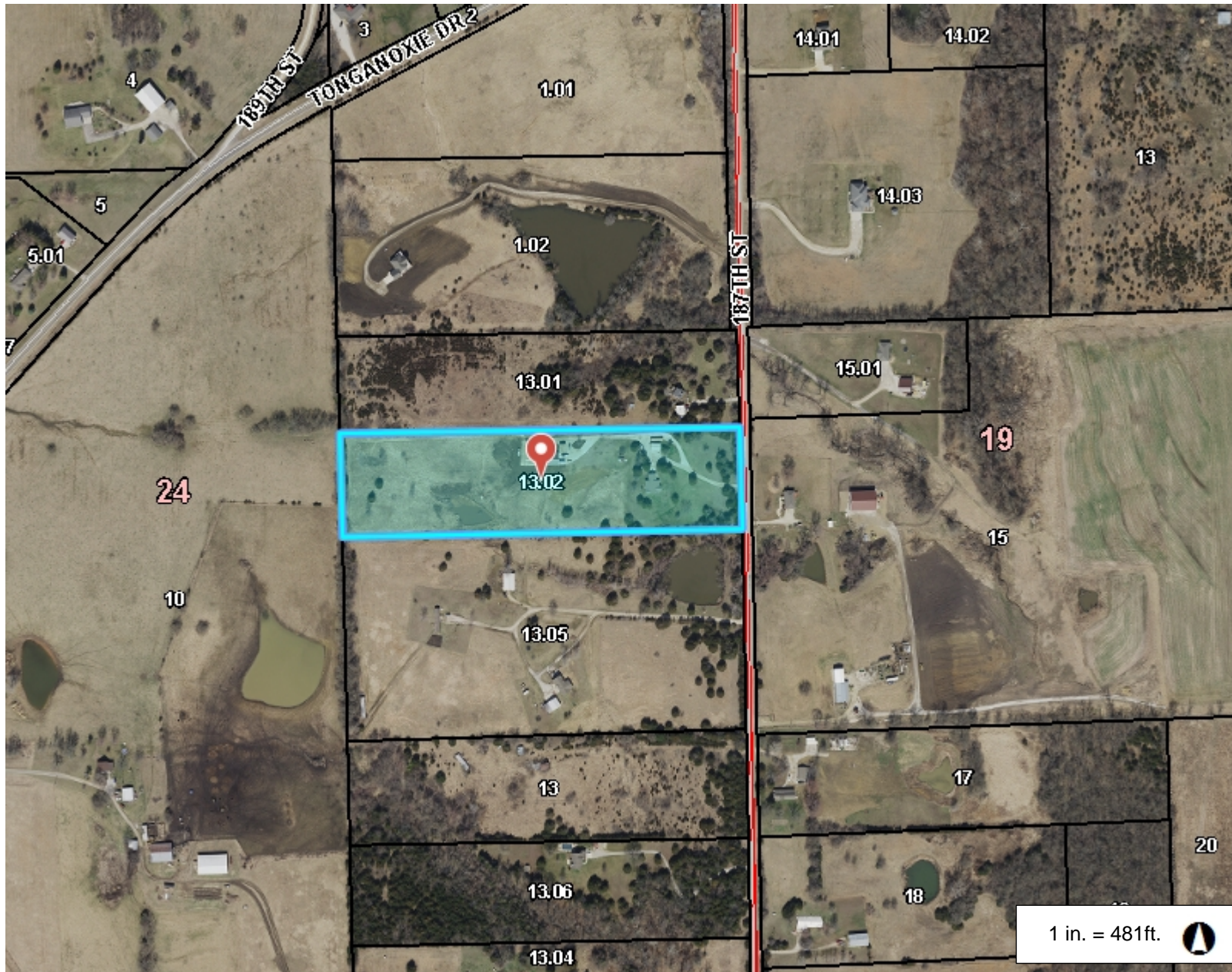
Please forward this information to the appropriate individuals. Should you have any additional questions please don't hesitate to contact myself or Kyle direct.

Scott Kraemer
913-630-3050

Kyle Kraemer
913-645-1636


Sent from [Mail](#) for Windows

DEV-21-131 Site Map



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary

1 in. = 481ft. 

962.8 0 481.41 962.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Allison, Amy

From: Anderson, Kyle
Sent: Tuesday, September 7, 2021 9:21 AM
To: Allison, Amy
Subject: RE: RE: DEV-21-131 Special Use Permit – Kraemer & Sons

To date we have not received any complaints on this property.

Kyle Anderson
Environmental Technician/Code Enforcement
Leavenworth County Planning & Zoning
300 Walnut St. Ste. 212
Leavenworth, KS 66048
913-684-1084

From: Allison, Amy
Sent: Friday, September 3, 2021 10:27 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'stfdchief1760@gmail.com' <stfdchief1760@gmail.com>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'RWD8LV@gmail.com' <RWD8LV@gmail.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-131 Special Use Permit – Kraemer & Sons

Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Contractor's Yard at 21655 187th Street, Tonganoxie, KS. The applicant has indicated they would like to park and store equipment for their contracting business.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Mark Billquist <stfdchief1760@gmail.com>
Sent: Wednesday, September 8, 2021 8:13 PM
To: Allison, Amy
Subject: Re: DEV-21-131 Special Use Permit – Kraemer & Sons

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Stranger Township Fire Department has the following concerns with this Special Use Permit

- 1) Will the equipment be secured by fencing or something of the sort?
- 2) Fire Department Access may be reduced with increased parking of equipment
- 3) What type of equipment will be stored on the property?

I can provide further details if needed.

Mark Billquist
Stranger Township Fire Chief

On Fri, Sep 3, 2021 at 10:27 AM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Contractor's Yard at 21655 187th Street, Tonganoxie, KS. The applicant has indicated they would like to park and store equipment for their contracting business.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.684.5757

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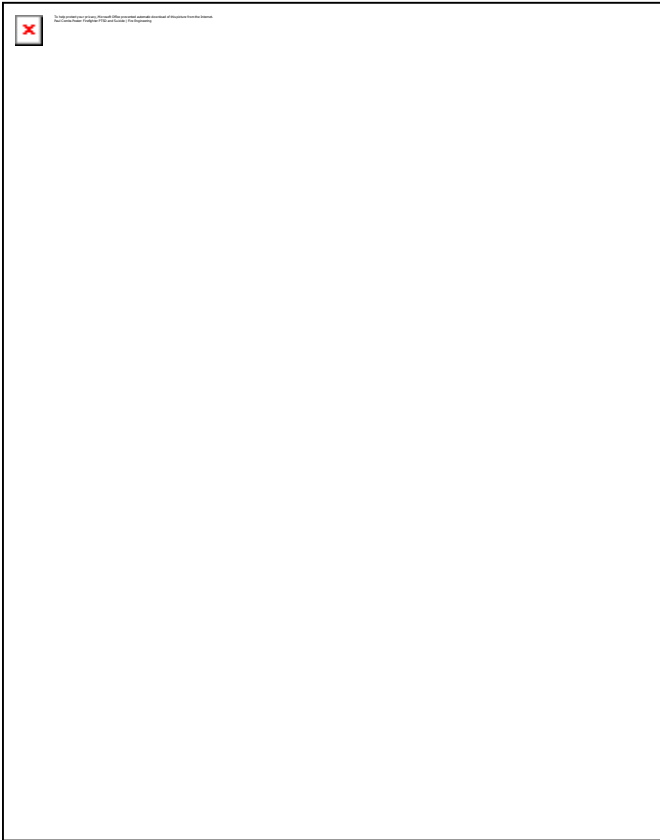
Mark Billquist

Stranger Township Fire Chief

Midwest Regional Treasurer 10-33 Foundation

[913-369-0510](tel:913-369-0510) mobile

stfdchief1760@gmail.com



Allison, Amy

From: Rural Water <rwd8lv@gmail.com>
Sent: Thursday, September 9, 2021 12:23 PM
To: Allison, Amy
Subject: Re: DEV-21-131 Special Use Permit – Kraemer & Sons

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Rural Water District #8 supplies water to this address (21655 187th St.) using a 3" waterline. The account is in good standing with the District.

If you have any questions, please contact me: 913-796-2164.

Becky-RWD#8

On Fri, Sep 3, 2021 at 10:27 AM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Contractor's Yard at 21655 187th Street, Tonganoxie, KS. The applicant has indicated they would like to park and store equipment for their contracting business.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.684.5757

--

*Becky Fousek
Office Manager
Rural Water District #8-LV CO*

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Monday, September 13, 2021 11:55 AM
To: Allison, Amy
Cc: Noll, Bill; 019-2831; Anderson, Lauren
Subject: RE: DEV-21-131 Special Use Permit – Kraemer & Sons

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Amy,
Lauren and I have reviewed said SUP application. According to the TIF Policy, the use will be below the threshold for engineering studies.

Sincerely,

Mitch Pleak, PE

Project Engineer / Civil

D 913.748.2503

7301 W. 133rd Street, Suite 200
Overland Park, KS 66213
O 913.381.1170



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[View Legal Disclaimer](#)

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Friday, September 3, 2021 10:27 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'stfdchief1760@gmail.com' <stfdchief1760@gmail.com>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'RWD8LV@gmail.com' <RWD8LV@gmail.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-131 Special Use Permit – Kraemer & Sons

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The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Contractor's Yard at 21655 187th Street, Tonganoxie, KS. The applicant has indicated they would like to park and store equipment for their contracting business.

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If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757



Leavenworth Rural Water District No. 7

P. O. Box 257 2451 S. 142nd St.

Bonner Springs, KS 66012

Phone: (913) 441-1205 Fax: (913) 422-3393 Toll Free: (888) 449-4028

E-Mail: Jalayne@leavenworthrwd7.com

Website: <http://www.lvrwd7.com>



Leavenworth County Department of Planning and Zoning
300 Walnut Street, Suite 212
County Courthouse
Leavenworth, KS 66048

September 2, 2021

RE: Kraemer & Sons Construction and Excavating, LLC Special Use Permit Application

To the Leavenworth County Planning and Zoning County Commissioners Board of Directors:

I have been made aware of Kraemer & Sons application for a special use permit approval from Leavenworth County to allow their property located at 21655 187th Street, Tonganoxie KS to park and stage their company trucks, trailers & excavating equipment on their 10-acre property. To that end, we are confirming our association with Kraemer & Sons and publicly state the value of their proven quality of work and professionalism within Leavenworth County for Rural Water District #7. RWD#7 relies heavily on Kraemer & Sons to provide all necessary water works infrastructure needs in our district. This includes residential and commercial water line maintenance and installation as well as 24/7 on call emergency services.

There are many water districts within Leavenworth County and we all try to work together as needs arise, Kraemer and Sons central location within Leavenworth County has merit and has aided us and other local water districts numerous times when a need or emergency services are in need. Any inconvenience to our customers regarding a water outage is always a priority and Kraemer & Sons responds within minutes to expedite repairs. Their dispatch reliability and subsequent emergency work allows for less overall downtime and saves recourses while lowering the cost to our patrons in water loss reduction.

From RWD#7's perspective, granting this Special Use Permit will ultimately benefit residents and businesses within Leavenworth County by more efficiently supporting our water district(s) both now and into the future as demand dictates.

Thank you for your consideration and please feel free to contact me at any time with questions.

Best regards,

David Rinaldi

General Manager RWD#7

913-441-1205

david@leavenworthrwd7.com

**Leavenworth County
Request for Board Action
Resolution 2021-50
Rezoning from RR-2.5 to B-3**

Date: November 3, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve Resolution 2021-50, a request to rezone a tract of land located in the Northeast Quarter of Section 13, Township 10 South, Range 22 East of the 6th P.M, in Leavenworth County, Kansas from RR-2.5 to B-3.

Analysis: The property is located on the southwest corner of Fairmount Rd and K-7. The property is currently zoned as Rural Residential-2.5 and General Business-3. The applicants are requesting the zoning be changed to B-3, which would allow for commercial development of the entire lot. The Future Land Use Map identifies this area as Residential (RR-2.5) and Mixed Use. The request would be an expansion of an existing zoning district located on the property and on adjacent parcels.

Recommendation: The Planning Commission voted 5-2 (1 abstention and 1 absence) to recommend approval of Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3.

Alternatives:

1. Approve Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
2. Deny Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**Resolution 2021-50
Case No. DEV-21-133
Rezoning from RR-2.5 to B-3**

Staff Report – Board of County Commissioners

November 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Paulene Seymour, Challis Seymour & Tracy Seymour Rodie
PO Box 88
La Crosse, KS 67548

Applicant Agent: Steve Rosenthal
15510 State Ave, Suite 7
Basehor, KS 66007

Legal Description: A tract of land in the North ½ of the East ½ of the NE 1/4 of Section 13,
Township 10 South, Range 22 East of the 6th P.M, in Leavenworth County,
Kansas.

Location: 00000 139th Street, adjacent to Basehor, KS

Parcel Size: ± 10.3 acres

Zoning/Land Use: RR-2.5, Rural Residential 2.5-acre minimum size parcels and B-3, General Business
District

Comprehensive Plan: This parcel is within the Residential (3 Units/Acre) and Mixed Use land use category.

Parcel ID No.: 156-13-0-00-00-001.00

Planner: Amy Allison

REPORT:

Planning Commission Recommendation

The Planning Commission voted 5-2 (1 abstention and 1 absence) to recommend approval of Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3.

Request

The applicant is requesting to rezone a parcel of land from Rural Residential 2.5 to B-3 General Business District.

Adjacent Land Use

The surrounding properties are residences, farms and business on varying sized parcels ranging from approximately 12,000 sf to over 140 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0242G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Fairmount Fire District
Water: Rural Water District #1
Electric: Evergy

Access/Streets

The property is accessed by K-7 and Fairmount Road. Fairmount road is a County Arterial with a concrete surface ± 25' wide. K-7 is a State highway with a concrete surface ± 100' wide.

Agency Comments

See attached comments – Memo – Kyle Anderson – Planning and Zoning, September 7, 2021
 See attached comments – Memo – Lauren Anderson – Public Works, September 14, 2021
 See attached comments – Memo – Chuck Magaha – Emergency Management, September 3, 2021
 See attached comments – Memo – Shannon Marcano – City of Basehor, October 6, 2021

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Rezoning request:

1. Character of the neighborhood: The character of the neighborhood is a mixture of higher density residential and rural; the property is adjacent to Basehor, a residential subdivision, and agricultural uses and rural residences.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-2.5 Rural Residential 2.5-acre minimum size parcels, B-3 General Business District and PUD. The uses are residential and rural residences.
3. Suitability of the property for the uses to which it has been restricted: The property is adjacent to K-7 and Fairmount Rd. A portion of the property is already zoned B-3 to allow for commercial development. This property is adjacent to a city residential subdivision.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area is not likely be detrimentally affected. B-3 is already found on this property. Adjacent parcels are already zoned B-3.
5. Length of time the property has been vacant as zoned: The property is currently being used for agriculture.
6. Relative gain to economic development, public health, safety and welfare: No proposed use was indicated but this rezone would allow for the entire property to be developed for commercial uses.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential (3 unite/acre) and a small portion as Mixed Use. Adjacent properties are indicated as Mixed Use.
8. Staff recommendation is for the approval of the rezoning request.

History

Currently the property is dually zoned RR-2.5 and B-3. The Future Land Use Map identifies this area as Residential 3 units/acre and Mixed Use.



Staff Comments

This property is adjacent to Basehor. It is likely that the property will be annexed into the City at some point in the near future. Adjacent properties are already zoned B-3, including the northeast corner of this property. An existing commercial business, gas station, is directly across K-7 from this property and based on current zoning and the Comprehensive Plan, it appears that this intersection was expected to transition to commercial at some point.

ACTION OPTIONS:

1. Approve Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
2. Deny Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-50 (Case No. DEV-21-133), Rezoning from RR-2.5 to B-3, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
Location/Aerial Maps
Memorandums
Public Comments

REZONING APPLICATION

Leavenworth County Planning Department
300 Walnut, St., Suite 212
County Courthouse
Leavenworth, Kansas 66048
913-684-0465

Office Use Only	
Township: _____	Date Received: _____
Planning Commission Date _____	
Case No. _____	Date Paid _____
Zoning District _____	Comprehensive Plan Land Use Designation _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Don Rodie</u>	NAME <u>Paulene Seymour, Challis Seymour</u> <u>Tracy Seymour Rodie</u>
ADDRESS <u>725 Doaks Dr.</u>	ADDRESS <u>PO Box 88</u>
CITY/ST/ZIP <u>Runaway Bay Texas</u> <u>76426</u>	CITY/ST/ZIP <u>La Crosse, Ks 67548</u>
PHONE <u>806-773-1088</u>	PHONE <u>785-222-2823 cell-806-317-4455</u>
EMAIL <u>donrodie1@gmail.com</u>	EMAIL <u>D/A</u>
CONTACT PERSON <u>Don Rodie</u>	CONTACT PERSON <u>Paulene Seymour</u>

PROPOSED USE INFORMATION	
Proposed Land Use <u>Commercial</u>	
Current Zoning <u>B-3 - BR 2.5</u>	Requested Zoning <u>B-3</u>
Reason for Requesting Rezoning <u>For future Sale</u>	

PROPERTY INFORMATION
Address of Property <u>00000 139 Street Baschor Kansas</u>
Parcel Size <u>10.3 Acres</u>
Current use of the property <u>Agriculture</u>
Present Improvements or structures <u>None</u>
PID <u>156-13-001.00</u>

I, the undersigned am the (owner), (duly authorized agent), (Circle One) of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for rezoning as indicated above.

Signature Don Rodie Date 7/5/2021

ATTACHMENT A

OWNER AUTHORIZATION

I/WE Challis Seymour, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 30th day of July, 2021, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Steven Rosenthal (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 0000139th St. Basehor, KS (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of the applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

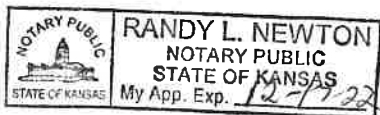
IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Challis Seymour
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 30th day of July, 2021, by Challis Seymour.
My Commission Expires:



Randy L. Newton
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Paulene Seymour, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 30th day of July, 2021, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Steven Rosenthal (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 00000 139th St. Osceola, KS (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of the applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

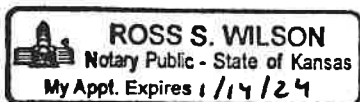
IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Paulene Seymour
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 30th day of July, 2021, by Paulene Seymour.
My Commission Expires: 1/14/2024



Ross S Wilson
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Tracy Rodie, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 23rd day of July, 2021, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Steven Rosenthal (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 00000/139th St Basche, KS (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of the applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Tracy Rodie
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 23rd day of July, 2021, by Tracy Rodie.
My Commission Expires:

Felicia Davidson
Notary Public



3/3/2021

ATTACHMENT B

Kansas Warranty Deed

JOINT TENANCY

This Indenture Made this 28th day of May A. D., One Thousand

Nine Hundred Eighty by and between Cleo W. Crawford, a single person

of Clark County, in the State of Nevada of the first part, and

Pauline R. Seymour, Tracy L. Seymour & Challis T. Seymour,
all single persons

of Rush County, in the State of Kansas of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum

of One ----- DOLLARS,

the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell and Convey unto

the said parties of the second part, and the survivor of them, as joint tenants, and not as tenants in common, all

the following described real estate, situated in the County of Leavenworth

and State of Kansas, to-wit:

A tract of land in the North 1/2 of the East 1/2 of the NE 1/4 of Section 13, T10S, R22E, more fully described as follows:

Commencing at the NE Corner of the NE Quarter(1/4) of said Section Thirteen (13), Township Ten(10), Range Twenty-Two(22), thence South 811.25' to a point, thence West 657.59' to a point, thence North 811.24' to a point, thence East 657.59' to the point and place of beginning, less easements for road right-of-way. Said tract is Tract A in Recorded Survey by Herring for John L. Crawford, Job. No. 493-75, dated July 9, 1975.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said party of the first part for her heirs, executors or administrators, do es hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that she will warrant and forever defend the same unto the said parties of the second part, their assigns, and the heirs and assigns of the survivor of them, against said party of the first part, her heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part ha^S hereunto set her hand the day and year first above written.

Cleo W. Crawford

KANSAS ACKNOWLEDGMENT

STATE OF Nevada } ss.
County of Clark }

BE IT REMEMBERED, That on this 28th day of May A.D., 1980, before me, the undersigned, a Notary Public in and for said County and State, came Cleo W. Crawford

who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto subscribed my name and affixed my official seal the day and year last above written.

Vicki A. Beaudry

My commission expires July 29, 1981



Notary Public - State of Nevada
CLARK COUNTY
Vicki Ann Beaudry
My Commission Expires July 29, 1981

KANSAS ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____ }

BE IT REMEMBERED, That on this _____ day of _____ A.D., 19____, before me, the undersigned, a Notary Public in and for said County and State, came _____

who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires _____ 19____

Warranty Deed

FROM

Cleo W. Crawford

TO

Pauline R. Seymour
Tracy L. Seymour &
Challis T. Seymour

Entered in Transfer Record in my office this 23rd day of June, 1980

Larry B. Scheller
County Clerk
STATE OF KANSAS, } ss.
County, }

Received for Record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly Recorded in Book _____ of _____ at Page _____

Register of Deeds.

Fee, \$ _____

John
Pauline R. Seymour
LeCraw, Kans. 67548

John M. Thompson
1701 Jackson St Suite 101
Topeka, Co. 66603

STATE OF KANSAS } ss.
COUNTY OF LEAVENWORTH }

1980 JUN 23 AM 9 29

Dora L. Farmer

DORA L. FARMER
REGISTER OF DEEDS
BY *Maureen Driver* DEP.

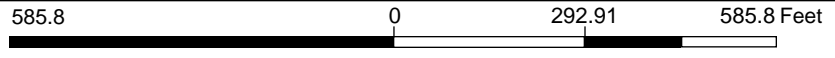
DEV-21-133 Site Map



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⋮ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- + Railroad
- Section
- Section Boundaries
- County Boundary
- LOMRs
- River Mile Markers
- Cross-Sections
- ~ Base Flood Elevations
- || Levees
- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chan
- Area with Reduced Risk Due to Lev

1 in. = 293ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Allison, Amy

From: Anderson, Kyle
Sent: Tuesday, September 7, 2021 9:16 AM
To: Allison, Amy
Subject: RE: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

To date we have not received any complaints on this property.

Kyle Anderson
Environmental Technician/Code Enforcement
Leavenworth County Planning & Zoning
300 Walnut St. Ste. 212
Leavenworth, KS 66048
913-684-1084

From: Allison, Amy
Sent: Friday, September 3, 2021 10:40 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'mfulkerson@crwd1.com' <mfulkerson@crwd1.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

Good Morning,

The Department of Planning and Zoning has received an application for a rezoning regarding 00000 139th Street (156-13-0-00-00-001.00) from RR-2.5 to B-3. The property is adjacent to Basehor.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at Aallison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Magaha, Chuck
Sent: Friday, September 3, 2021 10:42 AM
To: Allison, Amy
Subject: RE: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

Amy I have no comments for this change.

Thanks

Note: My email has changed to cmagaha@lvsheriff.org

*Charles (Chuck) Magaha
Leavenworth County Emergency Management
Director
300 Walnut
Suite 50
Leavenworth, Kansas 66048-2765
Work-913-684-0455 (Main)
Direct- 913-680-2677
cmagaha@lvsheriff.org
Like us on Facebook at : www.facebook.com/lvcokansaseoc
Follow us on Twitter at: www.twitter.com/lvcountyeoc*

From: Allison, Amy
Sent: Friday, September 3, 2021 10:40 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'lingenfelsem@fairmountfd.org' <lingenfelsem@fairmountfd.org>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'mfulkerson@crwd1.com' <mfulkerson@crwd1.com>
Cc: Sloop, Stephanie <ssloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

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If you have any questions or need additional information, please contact me at (913) 684-5757 or at Aallison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director

Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Anderson, Lauren
Sent: Tuesday, September 14, 2021 8:58 AM
To: Allison, Amy
Cc: Sloop, Stephanie; Gentzler, Joshua
Subject: FW: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour
Attachments: 2021.08.12 DEV-21-133 Application.pdf; Steve Rosenthal 139 & Fairmount 05471217.pdf

PW has no comment on this application with the exception that we would require the existing entrance (field entrance on east side) to be relocated towards the center of the property, to meet current access management policies.



Thanks,
Lauren

From: Allison, Amy
Sent: Friday, September 3, 2021 10:40 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAAnderson@leavenworthcounty.gov>; 'lingenfelsem@fairmountfd.org' <lingenfelsem@fairmountfd.org>;

'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'mfulkerson@crwd1.com' <mfulkerson@crwd1.com>

Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>

Subject: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

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If you have any questions or need additional information, please contact me at (913) 684-5757 or at Aallison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Shannon Marcano <shannon@locallawkc.com>
Sent: Wednesday, October 6, 2021 1:57 PM
To: Allison, Amy; Leslee Rivarola
Cc: Harland Russell (hrussell@gbateam.com); City Super; Voth, Krystal; Shannon Marcano
Subject: RE: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 - Seymour

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Amy-
I'm the Basehor City Attorney, also assisting with Planning and Zoning matters. We have reviewed the rezoning application and we do not see any issues the City would be concerned about.

Thank you!
Shannon

From: Leslee Rivarola <lrivarola@cityofbasehor.org>
Sent: Thursday, September 30, 2021 3:05 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Shannon Marcano <shannon@locallawkc.com>; Harland Russell (hrussell@gbateam.com) <hrussell@gbateam.com>; City Super <citysuper@cityofbasehor.org>
Subject: RE: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 - Seymour

Hi Amy –
Thank you for sending this my way. Welcome to Leavenworth County! I look forward to working with you in your new role. If you speak with Krystal, please send her my best and tell her I hope they are settling in with their newest addition.

I'm actually out of the office through next Wednesday. I've copied Shannon Marcano, our city attorney who assists us with planning and zoning matters, Harland Russell with GBA, who is the City's on call engineering firm, and Gene Myracle our municipal services director. If the City has any substantive concerns or comments they will try their best to get them to you by next Wednesday, but that doesn't leave us much time.

Thanks again,
Leslee

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Thursday, September 30, 2021 2:53 PM
To: Leslee Rivarola <lrivarola@cityofbasehor.org>
Subject: FW: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 - Seymour

Good Afternoon,

My apologies on getting this item to you so late. I thought you were included in the original notification but I see now that you were not. We have received the below request for a rezoning within the Urban Boundary area of Basehor. The item will be considered on October 13, 2021 so if you could send any comments you may have by next Wednesday, October 6th, I do appreciate it.

Sincerely,
Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

From: Allison, Amy
Sent: Friday, September 3, 2021 10:40 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'mfulkerson@crwd1.com' <mfulkerson@crwd1.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-133 Rezoning from RR-2.5 to B-3 – Seymour

Good Morning,

The Department of Planning and Zoning has received an application for a rezoning regarding 00000 139th Street (156-13-0-00-00-001.00) from RR-2.5 to B-3. The property is adjacent to Basehor.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at Aallison@LeavenworthCounty.Gov

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Centerpoint HOA <centerpointhoa@gmail.com>
Sent: Tuesday, October 12, 2021 9:04 AM
To: PZ
Subject: Written opposition of rezoning request

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Hello,

This is Jennifer Christensen with the HOA at Centerpoint in Basehor, KS. I have attached a letter and signatures supporting this document to oppose a rezoning request directly east of our neighborhood. I hope to have someone come represent us at the hearing, but incase that's not possible, I wanted to turn it in today so that the commission can see it before the hearing. Please let me know if you have any questions.

Sincerely,

Jennifer Christensen
Centerpoint HOA President
785-766-8939

To Whom It May Concern,

I am writing this letter on behalf of Centerpoint Estates to oppose the following rezoning request from RR-2.5 zoning district to B-3 zoning district at the property listed below:

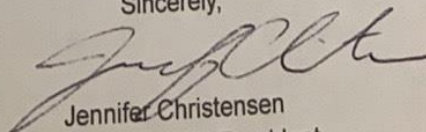
A tract of land in the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of section 13, Township 10 South, Range 22 East of the 6th PM, Leavenworth County, Kansas, more fully described as follows: Commencing at the NE Corner of the NE Quarter ($\frac{1}{4}$) of said Section Thirteen (13), Township Ten (10), Range Twenty-Two (22), thence South 811.25' to a point, thence West 657.59' to a point, thence North 811.24' to a point, thence East 657.59' to the point and place of beginning, less easements for road right-of-way.

Centerpoint Estates is the subdivision located directly west of the above mentioned property and is comprised of 105 homes. We believe this rezoning request would affect us negatively in the following ways:

- 1) Loss of Privacy - Particularly our homes that line 141st St will lose a great deal of privacy as the tree line and farmland line their backyards and separate our neighborhood from the noise and view of K-7 Highway. This will also cause an increase in noise for our entire neighborhood.
- 2) Loss of Safety - We have already had issues with vehicle theft and vehicle break-ins in our neighborhood. Losing our privacy from K-7 would draw more attention to our neighborhood in a negative way. Several of our homes would have a business directly behind their back yards and could certainly open us up to more potential theft or other crime. This is also a great concern with the number of young children that live in on our neighborhood.
- 3) Increase in Traffic - Fairmount Rd already frequently needs patched and resurfaced. Any time this happens, traffic is re-routed through our neighborhood to go around it. Adding businesses to the east of our neighborhood would only further this problem and create more privacy and safety concerns by adding even more traffic through our neighborhood. We also believe adding businesses there would further congest the intersection at Fairmount and K-7.
- 4) Potential Decrease in Property Values - For the above mentioned reasons, we are concerned that this change could make our neighborhood less desirable and affect our property values.

For these reasons, we strongly ask that you oppose this rezoning request. If you will not deny their request, we would ask that there be a privacy easement between us, so that the tree line can still provide some sense of privacy and noise barrier. Thank you for your time and consideration.

Sincerely,


Jennifer Christensen
Centerpoint HOA President

THE FOLLOWING SIGNATURES SUPPORT THE PETITION TO OPPOSE THE FOLLOWING REZONING REQUEST FROM RR-2.5 ZONING DISTRICT TO B-3 ZONING DISTRICT AT THE PROPERTY LISTED BELOW:

A tract of land in the North 1/4 of the East 1/4 of the NE 1/4 of section 13, Township 10 South, Range 22 East of the 6th PM, Leavenworth County, Kansas, more fully described as follows: Commencing at the NE Corner of the NE Quarter (1/4) of said Section Thirteen (13), Township Ten (10), Range Twenty-Two (22), thence South 811.25' to a point, thence West 657.59' to a point, thence North 811.24' to a point, thence East 657.59' to the point and place of beginning, less easements for road right-of-way.

NAME	ADDRESS
MARK FOX	14168 Nicolette CT Basehor, KS
Michelle Martinson	14178 Chateau Ln Basehor, KS
Russell Mcintosh	14178 Chateau Ln Basehor, KS
Sharon Fluevog	6430 141st St Basehor, KS
Jean Fluevog	6430 141st St Basehor, KS
Courtney Hattner	6998 142nd St Basehor, KS
Justin Chesser	14167 Ashbury Ct. Basehor, KS
NICK AGNEW	14167 NICOLLETE CT Basehor, KS
Kristin Larson	14164 Nicolette Ct Basehor, KS 66007
JEFF EBERLAN	6329 141ST STREET BASEHOR, KS 66007
Cheryl Eberlan	6329 141st St Basehor, KS 66007
Evan Jommul	14165 NICOLLETE CT BASEHOR, KS 66007
Stephen Christensen	14171 Ashbury Ct Basehor, KS 66007
Lacey Chesser	14167 Ashbury Ct Basehor, KS 66007
Jennifer Christensen	14171 Ashbury Ct. Basehor, KS 66007
Debra Michelle Howell	14180 Chateau Lane Basehor, KS 66007
Andrew & Julie Platt	6992 142nd St. Basehor, KS 66007
James & Jeanie Welch	6997 141st St. Basehor, KS 66007
CHRIS & BRITANY WELCH	14179 CHATEAU LN. BASEHOR, KS 66007
Aifredo Medina	14164 Brookstone Ct. Basehor, KS
Michelle Medina	14164 Brookstone Ct. BASEHOR, KS
Thomas: Rachel Young	7001 141st St. Basehor, KS 66007
Todd & Kelli O'Daniel	6985 141st Street Basehor, KS 66007
Dan and Jeanie Welch	141st Street Basehor, KS
Shawn & Shawna Simpson	6995 141st St Basehor, KS 66007
Jan & Kelly Escelle	6994 141st St Basehor, KS 66007
Ryan & Erin Alexander	6327 141st St. Basehor, KS 66007
Kenneth & Elizabeth Holmes	6990 141st Street Basehor, KS 66007
Kevin & Erin Thompson	6520 142nd St. Basehor, KS 66007
ED SCHNEIDER	6406 N. 141st St. Basehor, KS 66007

Tanner Nelsen

14172 Brookstone Ct.

~~XXXXXXXXXX~~ Jackie Clark

14164 Ashbury Ct.

Sara Simpson

14164 Rockaway Ct.

Drew Simpson

14164 Rockaway Ct.

RESOLUTION 2021-50

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from RR-2.5 to B-3 on the following described property:

A tract of land in the North ½ of the East ½ of the Northeast ¼ of Section 13, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas more commonly known as 00000 139th Street.

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 12th day of August, 2021, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request (DEV-21-133) for a Rezoning on the 15th day of October, 2021; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Rezoning be approved; and

WHEREAS, the Board of County Commissioners considered, in session on the 3rd day of November, 2021, the recommendation of the Leavenworth County Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leavenworth County, Kansas, that:

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 3rd day of November, 2021, and incorporated herein by reference;

That request for rezoning as described above, also known as 00000 139th Street, Parcel Identification Number 156-13-0-00-00-001.00, is hereby granted.

Adopted this 3rd day of November, 2021
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Vicky Kaaz, Member

Doug Smith, Member

Mike Stieben, Member

**LEAVENWORTH COUNTY PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
October 13, 2021**

The full recorded meeting can be found on the County's YouTube channel.

Meeting called to order at 5:30 pm

Pledge of Allegiance

Oath of Office New Members

Members present: Steve Rosenthal, Mark Denney, Jeff Spink, Amy Baker, Allan Stork, Wolf Schmidt, Tom Dials, Robert Owens, and Jaden Bailey

Members absent: Rocky Himpel

Staff present: Amy Allison-Deputy Director, Stephanie Sloop-Planning Coordinator, Joshua Gentzler-Planner, David Van Parys-Senior County Counselor

Administrative Business:

Amy Allison presented a summary of the By-laws to the Planning Commission. Ms. Allison also went over language that was approved in the Resolution for the make-up of the Planning Commission and how it tied into the by-laws.

Commissioner Stork made a motion to adopt the By-Laws. Commissioner Schmidt seconded that motion.

ROLL CALL VOTE - Motion to approve passed, 8/0 (1 absent)

Minutes:

Commissioner Schmidt made a motion to approve the September Minutes. Commissioner Baker seconded that motion.

ROLL CALL VOTE - Motion to approve passed, 8/0 (1 absent)

Secretary's Report:

Amy Allison gave the secretary's report, going over the consent agenda and regular agenda.

Commissioner Bailey made a declaration that he was approached on Johnson Corner Plat. He stated that it would not influence how he voted on the matter.

Chairman Rosenthal made a declaration that he is the applicant/agent for one of the cases and that he was going to step down for the meeting. Commissioner Denney would act as Chairman in his absence.

Commissioner Dials made a motion to approve the agenda. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 7/0 (1 absent)

Case DEV-21-093 Dusselier Boat Storage

Re-consideration of an application for a Special Use Permit for a Boat Storage Facility. The Special Use Permit request is for the following described property: A tract of land in the Southwest Quarter of Section 29, Township 11 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas.

Also known as 15829 174th Street (PID: 189-29-0-00-00-010.01)

Amy Allison went over the history of this request. At the Board of County Commissioner's September 1 Meeting, after reviewing this case, there was a recommendation of approval that did not pass. After that motion

did not pass there was a motion made to send this request back to the Planning Commission for reconsideration of the factors. They did not specify which factors to look at but did leave it up to this board to reconsider if the Planning Commission desired to do so.

County Counselor let the Commission know that to open the public hearing it would be required to table this to a later date in order to make public notifications.

Commissioners discussed reconsideration. It was decided by the commission that without new information and not being able to open the public comment they did not feel there was anything to reconsider.

Based on no new information presented, Commissioner Schmidt made a motion to not change the recommendation of denial. Commissioner Baker seconded the motion.

ROLL CALL VOTE Motion passed, 7/0 (1 absent)

The Board of County Commissioners will consider this item no earlier than **October 27, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-21-144/145 Redford Addition

Consideration of a Preliminary and Final Plat – Redford Addition on the following described property: A tract of land in the Southwest Quarter of Section 16, Township 8 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas.

Also known as 16669 Santa Fe Trail (PID: 075-16-0-00-03-003.00)

Amy Allison presented the facts and findings for the above request, stating that staff’s recommendation was approval.

Chairman Denney asked the applicant if they wished to speak.

The Planning Commissioners discussed the request with staff answering questions.

Chairman Denney said with no further discussion he would accept a motion.

Commissioner Schmidt made a motion to approve DEV-21-144/145. Commissioner Dials seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 7/0 (1 absent)

The Board of County Commissioners will consider this item no earlier than **October 27, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-21-131 Kraemer & Sons

Consideration of an application for a Special Use Permit for a Contractor’s Yard. The Special Use Permit request is for the following described property: The South half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 10 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas.

Also known as 21655 187th Street (PID: 146-24-0-00-00-013.02)

*****Public Hearing Required*****

*****Public Comment limited to three minutes per person*****

Amy Allison presented the facts and findings for the above request. Ms. Allison explained that because the request does not match the future land use map that staff’s recommendation of this request was denial.

Chairman Denney asked the applicant if they wished to speak. Mr. Kraemer came forward to answer questions about the request and to explain the nature of his request.

Chairman Denney asked if there was anyone that wished to speak in support of the request. Several residents and representatives from the water districts came forward to speak in support of this request. Chairman

Denney asked if there was anyone wishing to speak in opposition. Chairman Denney closed the public portion of the hearing and asked if there was further discussion.

The Commission discussed that while this use does not match the Comprehensive Plan, it is a service that is vital to have in the community. Chairman Denney stated that the definition of this request was a Special Use Permit, and this does fall into that. Chairman Denney said if there was no further discussion he would accept a motion.

Commissioner Dials made a motion to approve DEV-21-131, with the conditions proposed by staff. Commissioner Bailey seconded the motion.

ROLL CALL VOTE - Motion to approved passed, 7/0 (1 absent)

The Board of County Commissioners will consider this item no earlier than **November 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Any person wishing to file a protest petition must contact the Planning & Zoning Office. Protest petitions must be filed with Leavenworth County within two weeks of this meeting.

Case DEV-21-133 Seymour Rezoning

Consideration of an application for a rezoning request from the RR-2.5 zoning district to the B-3 zoning district of the following described property: A tract of land in the North ½ of the East ½ of the NE 1/4 of Section 13, Township 10 South, Range 22 East of the 6th PM, Leavenworth County.

Also known as 00000 139th Street (PID: 156-13-0-00-00-001.00)

*****Public Hearing Required*****

*****Public Comment limited to three minutes per person*****

Amy Allison presented the facts and findings for the above request. Ms. Allison let the Commission know that staff supported the approval of this request.

Chairman Denney asked the applicant if they wished to speak. Mr. Steven Rosenthal explained the nature of this request.

Chairman Denney asked if there was anyone that wished to speak in support of the request. Chairman Denney asked if there was anyone wishing to speak in opposition. Several residents came forward to speak in opposition of the request. Chairman Denney closed the public portion of the hearing and asked if there was further discussion.

Chairman Denney said if there was no further discussion he would accept a motion.

Commissioner Schmidt made a motion to approve DEV-21-133. Commissioner Owens seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 5/2 (1 absent)

Commissioner Bailey and Commissioner Spink voted no stating without a plan of what was going to go there they didn't support the request.

The Board of County Commissioners will consider this item no earlier than **November 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Any person wishing to file a protest petition must contact the Planning & Zoning Office. Protest petitions must be filed with Leavenworth County within two weeks of this meeting.

Planning Commission adjourned and reconvened as the Board of Zoning Appeals.

Members present: Mark Denney, Jeff Spink, Amy Baker, Allan Stork, Tom Dials, Robert Owens, and Jaden Bailey

Case DEV-21-123

Consideration of a request for a Variance from the Leavenworth County Zoning and Subdivision Regulations under Article 5, Section 4.6 which requires a maximum allowed lot coverage of 2.5% for accessory building and structures.

Also known as 25013 164th Street (PID: 108-33-0-00-00-006.09)

*****Public Hearing Required*****

*****Public Comment limited to three minutes per person*****

Joshua Gentzler presented the facts and findings for the above changes to the Zoning Regulations.

Members of the Board of Zoning Appeals asked for clarification on parts of the amendment. Discussion was had amongst Staff, County Counselor, and the board regarding the amendment and enforcement of the amendment.

Chairman Denney opened the public hearing portion of the hearing and asked if there was anyone that wished to speak in support of the request. Chairman Denney asked if there was anyone wishing to speak in opposition. Chairman Denney closed the public portion of the hearing and asked if there was further discussion.

Commissioner Owens made a motion to approve DEV-21-123 stating that he felt that the application meets criteria A - E, Commissioner Dials seconded the motion.

ROLL CALL VOTE - Motion to approve failed, 3/4

Board Members Baker, Stork, Bailey, and Denney voted no. All citing that they did not feel it fit the criteria State Statue has outlined that it must fit.

Board of Zoning Appeals adjourned at 8:02 PM