

We encourage everyone to view the meeting live via YouTube.

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

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
July 30, 2025
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be not expectation of interaction by the Commission during this time. Everyone 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 a.m. 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. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comment will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
 - a) Traditional Family Values Month Proclamation
- 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 the meeting of July 23, 2025
- b) Approval of the schedule for the week of August 4, 2025
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve the letter of support for Happy Hearts Working, Inc.

VII. FORMAL BOARD ACTION:

- a) Consider a motion that the rezoning request complies with the Golden Factors and move to adopt Resolution 2025-25 and approve the rezoning as outlined in Case DEV-25-070 based on the recommendations of the Planning Commission and the findings as set forth in the staff report.
- b) Consider a motion that the proposed special use permit request complies with the Golden Factors as outlined in Case DEV-25-069 based on the recommendations of the Planning Commission and findings set forth in the staff report as amended by the Planning Commission, as substantiated by facts, testimony and evidence presented by the public hearing. Therefore, I move to adopt Resolution 2025-26 and approve the special use permit outlined in Case DEV-25-069 be approved.
- c) Consider a motion to find that the proposed final plat as outlined in Case DEV-25-063 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and adopted by the Planning Commission.
- d) Consider a motion to approve a policy establishing a process for future County right-of-way vacation requests.

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

- a) Title X policy discussion
- b) RHID resolution discussion
- c) Budget discussion if needed
- d) Budgeted but unfilled positions

e) Executive session if needed

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, July 28, 2025

Tuesday, July 29, 2025

Wednesday, July 30, 2025

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

Thursday, July 31, 2025

Friday, August 1, 2025

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

Proclamation

Whereas, traditional families, consisting of a natural mother and father, children, adopted children and extended family have been a cornerstone of society, fostering security, stability, and values of citizenship, as noted by the International Federation for Family Development: "children in healthy, married, two-parent families are more likely to lead happy, successful lives...Families are the most powerful, humane, and economical system for building competence and character";

And,

Whereas, the freedom to uphold these values, rooted in the laws of nature and protected by the U.S. Constitution is vital to societal well-being;

And,

Whereas, traditional families have declined significantly with only 17.8 % of Americans living in nuclear families today, compared to 77.5% of children living with married parents in 1960, while single-person households rose from 13% in 1960 to 25% in 2018, divorce rates increased from 27% in 1950 to 45% today, and births to unmarried women rose from 5% in 1960 to 40% now;

And,

Whereas, courageous single parents benefit from the support of strong families, and communities thrive when traditional family values are celebrated to nurture the next generation;

And,

Whereas, we need to return to the values of traditional family that made America a strong nation for all of history.

NOW, THEREFORE, THE LEAVENWORTH COUNTY BOARD OF COMMISSIONERS DECLARE THE MONTH OF AUGUST, 2025 TO BE "TRADITIONAL FAMILY VALUES MONTH" TO BRING ATTENTION TO TRADITIONAL FAMILIES AND THE CHALLENGES THEY FACE.

SIGNED THIS DAY BY MIKE SMITH CHAIRMAN LEAVENWORTH BOARD OF COUNTY COMMISSIONERS:

_____(SIGNED)

THIS DAY:

*****July 23, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, July 23, 2025. Commissioner Smith, Commissioner Culbertson; Commissioner Reid and Commissioner Dove are present; Commissioner Stieben is absent; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Bill Noll, Infrastructure and Construction Services; Connie Harmon, Council on Aging Director; TerriLois Mashburn, Register of Deeds

PUBLIC COMMENT:

Rebecca Mahan, April Cromer, Paul Cromer, Janie Stockman, Trena Gilfert, John Redden and Kirsten Workman commented.

ADMINISTRATIVE BUSINESS:

Commissioner Culbertson is sending out a petition to his constituents about closing a bridge to pave more roads in his district.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to accept the consent agenda for Wednesday, July 23, 2025 as presented.
Motion passed, 4-0.

Mark Loughry presented a rate increase for municipal solid waste and c&d.

A motion was made by Commissioner Dove and seconded by Commissioner Culbertson to adopt a minimum rate increase from \$5.00 to \$10.00 for MSW and a minimum rate increase from \$13.00 to \$20.00 for C&D.
Motion passed, 4-0.

Mr. Loughry presented a rate increase of \$2.00 per ton gate rate increase.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to adopt the rate increase of \$2.00 per ton gate rate increase effective September 1, 2025.
Motion passed, 4-0.

Mr. Loughry presented an amendment to the family health plan.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the rate card amending the health plan family rates for the 2025/2026 plan as presented.
Motion passed, 4-0.

Bill Noll presented a list of surplus equipment to sell on PurpleWave.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to place equipment on the surplus list to sell on PurpleWave as presented.
Motion passed, 4-0.

Mr. Noll presented a contract with Ebert Construction for the 235th St. project.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to approve the contract with Ebert Construction for the 235th St. project in the amount of \$4,301,411.96 with a 7.5% contingency.

Motion passed, 4-0.

Mr. Loughry presented an update to the public comment policy.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the updated public comment policy.

Motion passed, 4-0.

Misty Brown presented Board Order 2025-10, authorizing the County Counselor to secure opioid related funds.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to approve Board Order 2025-10, authorizing the County Counselor to take action to secure the County's share of opioid related funds to support opioid abasement in the County.

Motion passed, 4-0.

The Board discussed changes to the traditional family values month proclamation.

Commissioner Dove indicated he would like adopted children recognized in the proclamation.

TerriLois Mashburn presented changes to the Register of Deeds budget.

The Board directed staff to include \$5,000.00 to Sparrow Clinic in the budget.

Connie Harmon presented waiting list options for Meals on Wheels.

The Board discussed holding a joint economic development work session with the all-governing entities on August 6th at 6:00 p.m. at the Tonganoxie 464 Board of Education meeting room.

A motion was made by Commissioner Dove and seconded by Commissioner Smith that the Board recess for a closed executive meeting to allow the Commission to discuss personnel matters related to specific non-elected employees in order to protect the privacy interests of the individuals discussed as permitted under the Kansas Open Meetings Act and that Board resume open meeting at 11:00 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Mike Smith, Jeff Culbertson, Vanessa Reid, Willie Dove, Mike Stieben, County Administrator Mark Loughry, and County Counselor Misty Brown.

Motion passed, 4-0.

The Board returned to regular session at 11:00 a.m. No action was taken and no decisions were made. The subject was limited to matters related to specific non-elected personnel.

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

Motion passed, 4-0.

The Board adjourned at 11:00 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, August 4, 2025

Tuesday, August 5, 2025

Wednesday, August 6, 2025

- 9:00 a.m. Leavenworth County Commission meeting
 • Commission Meeting Room, 300 Walnut, Leavenworth KS
- 6:00 p.m. Economic Development Summit
 • Tonganoxie Board of Education, 300 E. 24-40 Hwy, Tonganoxie, KS

Thursday, August 7, 2025

Friday, August 8, 2025

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

START DATE: 07/18/2025 END DATE: 07/24/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

| WARRANT NUMBER | CHK TYPE | WARRANT DATE | VEND #/ PCH DOC # | VENDOR NAME/ ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
|-------------------|-------------|-----------------|----------------------|--------------------------------|--------------------------------|----------|-----------|
| 570 | | 07/22/2025 | 829 | THOMSON REUTERS - WEST | | | |
| | | | 133926 | 5-001-5-11-210 | WEST INFORMATION CHARGES | 1,059.97 | |
| | | | | | WARRANT TOTAL | | 1,059.97 |
| 571 | AP | 07/24/2025 | 8103 | CHARTER COMMUNICATIONS | | | |
| | | | | 5-001-5-18-213 | I.S. | 339.96 | |
| | | | | 5-001-5-18-213 | IS | 74.98 | |
| | | | | | WARRANT TOTAL | | 414.94 |
| 572 | AP | 07/24/2025 | 1123 | POMP'S TIRE SERVICE INC | | | |
| | | | | 5-133-5-00-309 | POMP TIRES | 2,106.24 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 705.00 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 210.00 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 1,390.00 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 927.94 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 235.00- | |
| | | | | 5-133-5-00-309 | POMP TIRES | 450.00- | |
| | | | | 5-133-5-00-309 | POMP TIRES | 1,685.00 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 927.94 | |
| | | | | 5-133-5-00-309 | POMP TIRES | 1,401.00 | |
| | | | | | WARRANT TOTAL | | 8,668.12 |
| 1798 | AP | 07/24/2025 | 615 | KIMLEY-HORN & ASSOCIATES, INC | | | |
| | | | | 5-171-5-00-201 | LVCO IMPLEMENTATIO GRANT | 9,750.00 | |
| | | | | 5-171-5-00-201 | IMPLEMENTATION GRANT | 9,750.00 | |
| | | | | | WARRANT TOTAL | | 19,500.00 |
| 114912 | AP | 07/18/2025 | 11614 | KDOR | | | |
| | | | 133892 | 5-146-5-00-301 | KBI BACKGROUND CHECK | 57.00 | |
| | | | | | WARRANT TOTAL | | 57.00 |
| 114913 | AP | 07/22/2025 | 18253 | AT&T MOBILITY | | | |
| | | | 133905 | 5-126-5-00-210 | WIRELESS SERVICE | 251.80 | |
| | | | 133905 | 5-126-5-00-210 | WIRELESS SERVICE | 251.80 | |
| | | | 133906 | 5-136-5-00-206 | WIRELESS CONNECTION | 100.72 | |
| | | | 133906 | 5-136-5-00-226 | WIRELESS CONNECTION | 100.72 | |
| | | | 133906 | 5-136-5-00-246 | WIRELESS CONNECTION | 201.44 | |
| | | | 133907 | 5-138-5-00-226 | WIRELESS CONNECTION | 201.44 | |
| | | | 133907 | 5-138-5-00-226 | WIRELESS CONNECTION | 201.44 | |
| | | | | | WARRANT TOTAL | | 1,309.36 |
| 114914 | AP | 07/22/2025 | 340 | BROOKS-JEFFREY MARKETING INC | | | |
| | | | 133894 | 5-194-5-00-2 | WEBSITE UPGRADE | 2,997.50 | |
| | | | 133894 | 5-194-5-00-2 | WEBSITE UPGRADE | 1,295.00 | |
| | | | 133894 | 5-194-5-00-2 | WEBSITE UPGRADE | 1,595.00 | |
| | | | | | WARRANT TOTAL | | 5,887.50 |
| 114915 | AP | 07/22/2025 | 846 | CARRIE NICHOLS | | | |
| | | | 133898 | 5-145-5-00-746 | ENTERTAINMENT BALANCE MEALS ON | 395.00 | |
| | | | | | WARRANT TOTAL | | 395.00 |
| 114916 | AP | 07/22/2025 | 24545 | CDW GOVERNMENT INC | | | |
| | | | 133897 | 5-115-5-00-409 | QUANTUM ULTRIUM | 1,192.68 | |
| | | | | | WARRANT TOTAL | | 1,192.68 |
| 114917 | AP | 07/22/2025 | 164 | COLGAN LAW FIRM LLC | | | |
| | | | 133896 | 5-001-5-09-231 | COURT APPOINTED ATTORNEY | 7,522.73 | |
| | | | | | WARRANT TOTAL | | 7,522.73 |
| 114918 | AP | 07/22/2025 | 5362 | DIAMOND DRUGS, INC | | | |

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|---|--------------------|------------|-----------|--------------------------------|--------------------------------|-----------|-----------|
| FMWARREGR2 | LEAVENWORTH COUNTY | | | | | 7/24/25 | 14:32:12 |
| JSCHERMBEC | WARRANT REGISTER | | | | | Page | 2 |
| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | 133900 | 5-001-5-07-219 | JUNE INMATE PRESCRIPTION | 2,568.29 | |
| | | | | | WARRANT TOTAL | | 2,568.29 |
| 114919 | AP | 07/22/2025 | 21300 | AMBER ABLES | | | |
| | | | 133893 | 5-001-5-19-213 | MILEAGE REIMBURSEMENT | 35.00 | |
| | | | | | WARRANT TOTAL | | 35.00 |
| 114920 | AP | 07/22/2025 | 8686 | EVERGY KANSAS CENTRAL INC | | | |
| | | | 133901 | 5-133-5-00-251 | SHOP, 23690 187TH ST, TONGIE Q | 1,012.84 | |
| | | | 133901 | 5-133-5-00-251 | SHOP, 23690 187TH ST, TONGIE Q | 161.04 | |
| | | | 133901 | 5-133-5-00-251 | SHOP, 23690 187TH ST, TONGIE Q | 26.56 | |
| | | | 133901 | 5-133-5-00-251 | SHOP, 23690 187TH ST, TONGIE Q | 49.94 | |
| | | | 133901 | 5-133-5-00-251 | SHOP, 23690 187TH ST, TONGIE Q | 18.41 | |
| | | | | | WARRANT TOTAL | | 1,268.79 |
| 114921 | AP | 07/22/2025 | 1011 | FEDEX | | | |
| | | | 133904 | 5-001-5-19-302 | POSTAGE | 33.08 | |
| | | | | | WARRANT TOTAL | | 33.08 |
| 114922 | AP | 07/22/2025 | 843 | FIDLAR | | | |
| | | | 133903 | 5-119-5-00-252 | BASTION AVID HOSTING SERVICE J | 3,950.00 | |
| | | | | | WARRANT TOTAL | | 3,950.00 |
| 114923 | AP | 07/22/2025 | 894 | FORENSIC MEDICAL MANAGEMENT SE | | | |
| | | | 133902 | 5-001-5-13-271 | AUTOPSY SERVICE, EXAMS, REPORT | 12,375.00 | |
| | | | 133902 | 5-001-5-13-271 | AUTOPSY SERVICE, EXAMS, REPORT | 2,550.00 | |
| | | | 133902 | 5-001-5-13-271 | AUTOPSY SERVICE, EXAMS, REPORT | 50.00 | |
| | | | 133902 | 5-001-5-13-271 | AUTOPSY SERVICE, EXAMS, REPORT | 450.00 | |
| | | | 133902 | 5-001-5-13-271 | AUTOPSY SERVICE, EXAMS, REPORT | 150.00 | |
| | | | | | WARRANT TOTAL | | 15,575.00 |
| 114924 | AP | 07/22/2025 | 28526 | THE GUIDANCE CENTER (TRAINING | | | |
| | | | 133908 | 5-135-5-00-201 | JUNE SALARIES | 2,794.03 | |
| | | | | | WARRANT TOTAL | | 2,794.03 |
| 114925 | AP | 07/22/2025 | 216 | HUMANA HEALTH CARE PLANS | | | |
| | | | 133911 | 5-108-5-00-216 | REIMBURSEMENT FROM 4-23 OFFICE | 19.20 | |
| | | | | | WARRANT TOTAL | | 19.20 |
| 114926 | AP | 07/22/2025 | 936 | J. HIGGINS, LTD. INC | | | |
| | | | 133909 | 5-001-5-07-350 | UNIFORMS | 4,461.85 | |
| | | | | | WARRANT TOTAL | | 4,461.85 |
| 114927 | AP | 07/22/2025 | 99 | BRITTANY LYNN ANGELL | | | |
| | | | 133928 | 5-001-5-19-205 | FEE AND MILEAGE | 43.20 | |
| | | | | | WARRANT TOTAL | | 43.20 |
| 114928 | AP | 07/22/2025 | 99 | MIAH JADE BASS | | | |
| | | | 133929 | 5-001-5-19-205 | FEE AND MILEAGE | 32.00 | |
| | | | | | WARRANT TOTAL | | 32.00 |
| 114929 | AP | 07/22/2025 | 99 | PAMELA L BONNER | | | |
| | | | 133930 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114930 | AP | 07/22/2025 | 99 | REBECCA MARIE CALLAHAN | | | |
| | | | 133931 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114931 | AP | 07/22/2025 | 99 | SYBIL NEWCHURCH CHANDLER | | | |
| | | | 133932 | 5-001-5-19-205 | FEE AND MILEAGE | 55.80 | |
| | | | | | WARRANT TOTAL | | 55.80 |
| 114932 | AP | 07/22/2025 | 99 | MICHAEL RAY COLEMAN | | | |

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|---|-------------|--------------------|------------------|---------------------------|--------------------|---------------|--------------|
| FMWARREGR2 | | LEAVENWORTH COUNTY | | | | 7/24/25 | 14:32:12 |
| JSCHERMBEC | | WARRANT REGISTER | | | | | Page 3 |
| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| <u>NUMBER</u> | <u>TYPE</u> | <u>DATE</u> | <u>PCH DOC #</u> | <u>ACCOUNT NUMBER</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> | <u>TOTAL</u> |
| | | | 133933 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114933 | AP | 07/22/2025 | 99 | DAVID PAUL DESAUTELS | | | |
| | | | 133934 | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | |
| | | | | | WARRANT TOTAL | | 50.00 |
| 114934 | AP | 07/22/2025 | 99 | PAMELA VILMA DZERVENS | | | |
| | | | 133935 | 5-001-5-19-205 | FEE AND MILEAGE | 33.40 | |
| | | | | | WARRANT TOTAL | | 33.40 |
| 114935 | AP | 07/22/2025 | 99 | JUSTIN MATTHEW EAGLE | | | |
| | | | 133936 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114936 | AP | 07/22/2025 | 99 | MATTHEW THALE FAUSETT | | | |
| | | | 133937 | 5-001-5-19-205 | FEE AND MILEAGE | 58.40 | |
| | | | | | WARRANT TOTAL | | 58.40 |
| 114937 | AP | 07/22/2025 | 99 | WILLIAM VERNON FRENCH | | | |
| | | | 133938 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114938 | AP | 07/22/2025 | 99 | SHELLY RENAE GRAY | | | |
| | | | 133939 | 5-001-5-19-205 | FEE AND MILEAGE | 78.00 | |
| | | | | | WARRANT TOTAL | | 78.00 |
| 114939 | AP | 07/22/2025 | 99 | SCOTT HERSHEY GUSTAFSON | | | |
| | | | 133940 | 5-001-5-19-205 | FEE AND MILEAGE | 34.80 | |
| | | | | | WARRANT TOTAL | | 34.80 |
| 114940 | AP | 07/22/2025 | 99 | LARRY LOUIS HAYWARD | | | |
| | | | 133941 | 5-001-5-19-205 | FEE AND MILEAGE | 89.20 | |
| | | | | | WARRANT TOTAL | | 89.20 |
| 114941 | AP | 07/22/2025 | 99 | FELISHA R HUBER | | | |
| | | | 133942 | 5-001-5-19-205 | FEE AND MILEAGE | 53.00 | |
| | | | | | WARRANT TOTAL | | 53.00 |
| 114942 | AP | 07/22/2025 | 99 | MICHAEL RHINEHART JEANNIN | | | |
| | | | 133943 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114943 | AP | 07/22/2025 | 99 | RONNIE LLOYD JONES | | | |
| | | | 133944 | 5-001-5-19-205 | FEE AND MILEAGE | 47.40 | |
| | | | | | WARRANT TOTAL | | 47.40 |
| 114944 | AP | 07/22/2025 | 99 | JANET M KERSTEN | | | |
| | | | 133945 | 5-001-5-19-205 | FEE AND MILEAGE | 32.00 | |
| | | | | | WARRANT TOTAL | | 32.00 |
| 114945 | AP | 07/22/2025 | 99 | JENNIFER ANNE KLINKENBERG | | | |
| | | | 133946 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114946 | AP | 07/22/2025 | 99 | ALEXANDRA ROSE LUSSIER | | | |
| | | | 133947 | 5-001-5-19-205 | FEE AND MILEAGE | 32.00 | |
| | | | | | WARRANT TOTAL | | 32.00 |
| 114947 | AP | 07/22/2025 | 99 | LAURA BETH MANN | | | |
| | | | 133948 | 5-001-5-19-205 | FEE AND MILEAGE | 64.20 | |
| | | | | | WARRANT TOTAL | | 64.20 |
| 114948 | AP | 07/22/2025 | 99 | LARRY M MCCALL | | | |
| | | | 133949 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |

| | | | | | | | | |
|---|------|--------------------|-----------|---------------------------|-----------------|--------|---------|----------|
| FMWARREGR2 | | LEAVENWORTH COUNTY | | | | | 7/24/25 | 14:32:12 |
| JSCHERMBEC | | WARRANT REGISTER | | | | | | Page 4 |
| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL | |
| 114949 | AP | 07/22/2025 | 99 | JEFFREY DEAN MCKNABB | | | | |
| | | | 133950 | 5-001-5-19-205 | FEE AND MILEAGE | 43.20 | | |
| | | | | | WARRANT TOTAL | | 43.20 | |
| 114950 | AP | 07/22/2025 | 99 | ALICE PATRICIA MCQUEEN | | | | |
| | | | 133951 | 5-001-5-19-205 | FEE AND MILEAGE | 57.00 | | |
| | | | | | WARRANT TOTAL | | 57.00 | |
| 114951 | AP | 07/22/2025 | 99 | WILLIAM RAYMOND MIKIJANIS | | | | |
| | | | 133952 | 5-001-5-19-205 | FEE AND MILEAGE | 57.20 | | |
| | | | | | WARRANT TOTAL | | 57.20 | |
| 114952 | AP | 07/22/2025 | 99 | MICHAEL THOMAS MONAHAN | | | | |
| | | | 133953 | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | | |
| | | | | | WARRANT TOTAL | | 50.00 | |
| 114953 | AP | 07/22/2025 | 99 | MARGARET LOUISE MORRELL | | | | |
| | | | 133954 | 5-001-5-19-205 | FEE AND MILEAGE | 58.60 | | |
| | | | | | WARRANT TOTAL | | 58.60 | |
| 114954 | AP | 07/22/2025 | 99 | DIANA LYNN MORRISEY | | | | |
| | | | 133955 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | | |
| | | | | | WARRANT TOTAL | | 25.00 | |
| 114955 | AP | 07/22/2025 | 99 | AARON JOSEPH PARSONS | | | | |
| | | | 133956 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | | |
| | | | | | WARRANT TOTAL | | 25.00 | |
| 114956 | AP | 07/22/2025 | 99 | JONATHAN DAVID REDDELL | | | | |
| | | | 133957 | 5-001-5-19-205 | FEE AND MILEAGE | 55.60 | | |
| | | | | | WARRANT TOTAL | | 55.60 | |
| 114957 | AP | 07/22/2025 | 99 | GAIL ELIZABETH ROBBINS | | | | |
| | | | 133958 | 5-001-5-19-205 | FEE AND MILEAGE | 55.80 | | |
| | | | | | WARRANT TOTAL | | 55.80 | |
| 114958 | AP | 07/22/2025 | 99 | MICHAEL W ROBERTS | | | | |
| | | | 133959 | 5-001-5-19-205 | FEE AND MILEAGE | 33.40 | | |
| | | | | | WARRANT TOTAL | | 33.40 | |
| 114959 | AP | 07/22/2025 | 99 | SALLY CLARE ROBERTS | | | | |
| | | | 133960 | 5-001-5-19-205 | FEE AND MILEAGE | 50.20 | | |
| | | | | | WARRANT TOTAL | | 50.20 | |
| 114960 | AP | 07/22/2025 | 99 | KATY JOY SANDOW | | | | |
| | | | 133961 | 5-001-5-19-205 | FEE AND MILEAGE | 62.60 | | |
| | | | | | WARRANT TOTAL | | 62.60 | |
| 114961 | AP | 07/22/2025 | 99 | ANDREW JOSPEH SCHWINN | | | | |
| | | | 133962 | 5-001-5-19-205 | FEE AND MILEAGE | 34.80 | | |
| | | | | | WARRANT TOTAL | | 34.80 | |
| 114962 | AP | 07/22/2025 | 99 | JANINE MARY SHIELDS | | | | |
| | | | 133963 | 5-001-5-19-205 | FEE AND MILEAGE | 37.60 | | |
| | | | | | WARRANT TOTAL | | 37.60 | |
| 114963 | AP | 07/22/2025 | 99 | DENNIS J STAAB | | | | |
| | | | 133964 | 5-001-5-19-203 | FEE AND MILEAGE | 72.40 | | |
| | | | | | WARRANT TOTAL | | 72.40 | |
| 114964 | AP | 07/22/2025 | 99 | SUZANNE LOUISE TURNER | | | | |
| | | | 133965 | 5-001-5-19-205 | FEE AND MILEAGE | 44.60 | | |
| | | | | | WARRANT TOTAL | | 44.60 | |
| 114965 | AP | 07/22/2025 | 99 | JOSHUA KARL VANDERWEIDE | | | | |
| | | | 133966 | 5-001-5-19-205 | FEE AND MILEAGE | 85.00 | | |

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|---|------|--------------------|-----------|--------------------------------|--------------------------------|-----------|-----------|
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| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | | | WARRANT TOTAL | | 85.00 |
| 114966 | AP | 07/22/2025 | 99 | GLORIA JEAN WATKINS | | | |
| | | | 133967 | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114967 | AP | 07/22/2025 | 99 | MAGGIE LYNN WELLS | | | |
| | | | 133968 | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | |
| | | | | | WARRANT TOTAL | | 50.00 |
| 114968 | AP | 07/22/2025 | 99 | CHAUNCEY EDUARD WICHT | | | |
| | | | 133969 | 5-001-5-19-203 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 114969 | AP | 07/22/2025 | 99 | HOPE DENISE WINDMILLER | | | |
| | | | 133970 | 5-001-5-19-205 | FEE AND MILEAGE | 40.40 | |
| | | | | | WARRANT TOTAL | | 40.40 |
| 114970 | AP | 07/22/2025 | 99 | GRIFFIN THOMAS WOLF | | | |
| | | | 133971 | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | |
| | | | | | WARRANT TOTAL | | 50.00 |
| 114971 | AP | 07/22/2025 | 876 | KS STATEBANK | | | |
| | | | 133912 | 5-153-5-00-3 | MACK 13-16 SIGN TRUCK | 45,896.37 | |
| | | | | | WARRANT TOTAL | | 45,896.37 |
| 114972 | AP | 07/22/2025 | 148 | LEAV CO LAW LIBRARY | | | |
| | | | 133913 | 5-001-5-11-203 | NICHOLAS CAMPBELL LAW LIBRARY | 10.00 | |
| | | | | | WARRANT TOTAL | | 10.00 |
| 114973 | AP | 07/22/2025 | 4755 | LEAVENWORTH PAPER AND OFFICE S | | | |
| | | | 133914 | 5-001-5-07-359 | JAIL SUPPLIES | 220.00 | |
| | | | | | WARRANT TOTAL | | 220.00 |
| 114974 | AP | 07/22/2025 | 537 | CHERRYROAD MEDIA INC | | | |
| | | | 133899 | 5-160-5-00-201 | PUBLICATION NOTICE FOR SKID LO | 9.99 | |
| | | | | | WARRANT TOTAL | | 9.99 |
| 114975 | AP | 07/22/2025 | 2419 | MCKESSON MEDICAL SURGICAL | | | |
| | | | 133915 | 5-001-5-07-219 | INMATE HEALTH SUPPLIES | 81.30 | |
| | | | 133915 | 5-001-5-07-219 | INMATE HEALTH SUPPLIES | 9.30 | |
| | | | | | WARRANT TOTAL | | 90.60 |
| 114976 | AP | 07/22/2025 | 2666 | MICAH BRAY | | | |
| | | | 133895 | 5-001-5-11-205 | MILEAGE REIMBURSEMENT | 385.00 | |
| | | | | | WARRANT TOTAL | | 385.00 |
| 114977 | AP | 07/22/2025 | 25992 | OPTIV SECURITY, INC | | | |
| | | | 133916 | 5-001-5-07-305 | 3 YEAR FOB TOKENS KCJIS SYSTEM | 1,978.20 | |
| | | | | | WARRANT TOTAL | | 1,978.20 |
| 114978 | AP | 07/22/2025 | 12204 | PROPIO LANGUAGE SERVICES LLC | | | |
| | | | 133917 | 5-108-5-00-280 | CLINICS | 526.50 | |
| | | | 133917 | 5-108-5-00-606 | CLINICS | 178.90 | |
| | | | | | WARRANT TOTAL | | 705.40 |
| 114979 | AP | 07/22/2025 | 197 | PURSELL HOLDINGS LLC | | | |
| | | | 133918 | 5-160-5-00-207 | TUB GRINDING SERVICES | 3,350.00 | |
| | | | | | WARRANT TOTAL | | 3,350.00 |
| 114980 | AP | 07/22/2025 | 7098 | QUILL CORP | | | |
| | | | 133919 | 5-001-5-04-301 | HP C1Q124A INK CARTRIDGE | 182.09 | |
| | | | 133921 | 5-126-5-00-321 | OFFICE SUPPLIES | 344.02 | |
| | | | 133921 | 5-126-5-00-321 | OFFICE SUPPLIES | 87.98 | |
| | | | 133921 | 5-126-5-00-321 | OFFICE SUPPLIES | 87.98- | |

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|---|------|--------------------|-----------|-------------------------------|--------------------------------|----------|-----------|
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| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | 133920 | 5-136-5-00-301 | OFFICE SUPPLIES | 94.02 | |
| | | | 133920 | 5-136-5-00-341 | OFFICE SUPPLIES | 94.01 | |
| | | | | | WARRANT TOTAL | | 714.14 |
| 114981 | AP | 07/22/2025 | 1867 | REDWOOD TOXICOLOGY LABORATORY | | | |
| | | | 133924 | 5-196-5-00-201 | CONFIRMATION TEST | 60.84 | |
| | | | | | WARRANT TOTAL | | 60.84 |
| 114982 | AP | 07/22/2025 | 26 | REVIZE LLC | | | |
| | | | 133922 | 5-001-5-18-254 | HOSTING MAINTENANCE | 6,250.00 | |
| | | | | | WARRANT TOTAL | | 6,250.00 |
| 114983 | AP | 07/22/2025 | 632 | RURAL WATER DIST NO 8 | | | |
| | | | 133923 | 5-133-5-00-214 | WATER METER LV CO SHOP 1 &2 | 99.04 | |
| | | | 133923 | 5-133-5-00-214 | WATER METER LV CO SHOP 1 &2 | 311.52 | |
| | | | | | WARRANT TOTAL | | 410.56 |
| 114984 | AP | 07/22/2025 | 10703 | TIRE TOWN | | | |
| | | | 133925 | 5-160-5-00-207 | SCRAP TIRE RECYXLE | 500.00 | |
| | | | | | WARRANT TOTAL | | 500.00 |
| 114985 | AP | 07/24/2025 | 4120 | AAA LAUNDRY & LINEN SUPPLY CO | | | |
| | | | | 5-001-5-53-215 | UNIFORMS 7/7 AND 7/14 | 101.33 | |
| | | | | 5-001-5-53-215 | UNIFORMS 7/7 AND 7/14 | 101.33 | |
| | | | | | WARRANT TOTAL | | 202.66 |
| 114986 | AP | 07/24/2025 | 1513 | ADVANCED AUTOMOTIVE | | | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 1,344.00 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 1,455.74 | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 1,184.50 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 1,536.10 | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 1,920.50 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 1,767.26 | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 1,012.00 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 627.91 | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 345.00 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 96.32 | |
| | | | | 5-001-5-05-213 | EMS VEHICLE MAINTENANCE | 1,750.00 | |
| | | | | 5-001-5-05-306 | EMS VEHICLE MAINTENANCE | 1,889.74 | |
| | | | | | WARRANT TOTAL | | 14,929.07 |
| 114987 | AP | 07/24/2025 | 1964 | ALL STATE FIRE EQUIPMENT | | | |
| | | | | 5-001-5-07-208 | TRIP CHARGE, INSPECTION AND MA | 75.89 | |
| | | | | 5-001-5-07-208 | TRIP CHARGE, INSPECTION AND MA | 30.00 | |
| | | | | 5-001-5-07-208 | TRIP CHARGE, INSPECTION AND MA | 149.54 | |
| | | | | 5-001-5-07-208 | TRIP CHARGE, INSPECTION AND MA | 35.80 | |
| | | | | 5-001-5-07-208 | TRIP CHARGE, INSPECTION AND MA | 115.20 | |
| | | | | | WARRANT TOTAL | | 406.43 |
| 114988 | AP | 07/24/2025 | 18253 | AT&T MOBILITY | | | |
| | | | | 5-001-5-07-210 | AT&T SHERIFF MONTHLY SERVICE | 92.46 | |
| | | | | | WARRANT TOTAL | | 92.46 |
| 114989 | AP | 07/24/2025 | 1061 | B & W FIRE LLC | | | |
| | | | | 5-001-5-32-266 | ANNUAL FIRE EXTINGUISHER INSPE | 294.00 | |
| | | | | | WARRANT TOTAL | | 294.00 |
| 114990 | AP | 07/24/2025 | 5637 | CLEARWATER ENTERPRISES,LLC | | | |
| | | | | 5-001-5-32-392 | 601 S 3RD ST AND 300 WALNUT | 1,195.91 | |
| | | | | 5-001-5-14-220 | 601 S 3RD ST AND 300 WALNUT | 639.26 | |

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| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | | | WARRANT TOTAL | | 1,835.17 |
| 114991 | AP | 07/24/2025 | 8686 | EVERGY KANSAS CENTRAL INC | | | |
| | | | | 5-001-5-05-215 | JUNE EMS 1441295826 | 1,001.87 | |
| | | | | | WARRANT TOTAL | | 1,001.87 |
| 114992 | AP | 07/24/2025 | 656 | JAMES ANTWONE FLOYD | | | |
| | | | | 5-001-5-09-231 | COURT APPOINTED ATTORNEY | 1,785.00 | |
| | | | | | WARRANT TOTAL | | 1,785.00 |
| 114993 | AP | 07/24/2025 | 70 | FREESTATE ELECTRIC COOPERATIVE | | | |
| | | | | 5-001-5-14-220 | 725 LAMING RD | 973.95 | |
| | | | | 5-001-5-05-215 | EMS 541120106 | 240.09 | |
| | | | | | WARRANT TOTAL | | 1,214.04 |
| 114994 | AP | 07/24/2025 | 22605 | HINCKLEY SPRINGS | | | |
| | | | | 5-001-5-11-208 | FILTRATION SYSTEM RENTAL | 51.74 | |
| | | | | | WARRANT TOTAL | | 51.74 |
| 114995 | AP | 07/24/2025 | 2628 | IMAGETREND, INC | | | |
| | | | | 5-001-5-05-220 | ANNUAL FEE ELITE EMS HOSTING | 11,020.90 | |
| | | | | 5-001-5-05-220 | ANNUAL ELITE EMS AND FIELD SUP | 3,131.46 | |
| | | | | 5-001-5-05-220 | ANNUAL ELITE EMS AND FIELD SUP | 2,609.55 | |
| | | | | | WARRANT TOTAL | | 16,761.91 |
| 114996 | AP | 07/24/2025 | 99 | ALLISON MACKENZIE WAYMENT | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 65.60 | |
| | | | | | WARRANT TOTAL | | 65.60 |
| 114997 | AP | 07/24/2025 | 99 | ANGELA MARIE NYP | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 93.40 | |
| | | | | | WARRANT TOTAL | | 93.40 |
| 114998 | AP | 07/24/2025 | 99 | BENJAMIN ERIC OLSON | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 75.20 | |
| | | | | | WARRANT TOTAL | | 75.20 |
| 114999 | AP | 07/24/2025 | 99 | BRUCE WADE COBB | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115000 | AP | 07/24/2025 | 99 | CATHERINE DIANE PETERS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 83.60 | |
| | | | | | WARRANT TOTAL | | 83.60 |
| 115001 | AP | 07/24/2025 | 99 | CHRISTOPHER ROBERT BEALL | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115002 | AP | 07/24/2025 | 99 | CORY MICHAEL MIMS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115003 | AP | 07/24/2025 | 99 | DANIEL LOUIS HUBBEL | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 51.60 | |
| | | | | | WARRANT TOTAL | | 51.60 |
| 115004 | AP | 07/24/2025 | 99 | DIANA LYN BANKS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115005 | AP | 07/24/2025 | 99 | ELIZABETH CHATHERINE HIGBEE | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 78.00 | |
| | | | | | WARRANT TOTAL | | 78.00 |
| 115006 | AP | 07/24/2025 | 99 | EMMA MAY WENTZ HALL | | | |

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| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 46.00 | |
| | | | | | WARRANT TOTAL | | 46.00 |
| 115007 | AP | 07/24/2025 | 99 | ERIKA MICHELLE KOBULNICKY | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115008 | AP | 07/24/2025 | 99 | ERIN RENE SOMMER | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 61.40 | |
| | | | | | WARRANT TOTAL | | 61.40 |
| 115009 | AP | 07/24/2025 | 99 | HEATHER RENAE CASSMEYER | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115010 | AP | 07/24/2025 | 99 | INDIANA WEST RENNE | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 67.00 | |
| | | | | | WARRANT TOTAL | | 67.00 |
| 115011 | AP | 07/24/2025 | 99 | JACQUELINE L LONG | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 55.60 | |
| | | | | | WARRANT TOTAL | | 55.60 |
| 115012 | AP | 07/24/2025 | 99 | JOSHUA ALEXANDER REID | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 44.60 | |
| | | | | | WARRANT TOTAL | | 44.60 |
| 115013 | AP | 07/24/2025 | 99 | JUDY KAY GUMBEL | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 68.40 | |
| | | | | | WARRANT TOTAL | | 68.40 |
| 115014 | AP | 07/24/2025 | 99 | JULIE ANNE BARKER | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 53.00 | |
| | | | | | WARRANT TOTAL | | 53.00 |
| 115015 | AP | 07/24/2025 | 99 | JURY LIST | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 53.00 | |
| | | | | | WARRANT TOTAL | | 53.00 |
| 115016 | AP | 07/24/2025 | 99 | JUSTIN HENRY TREXLER | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115017 | AP | 07/24/2025 | 99 | KARIN ELIZABETH SUNDBLOM | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 34.80 | |
| | | | | | WARRANT TOTAL | | 34.80 |
| 115018 | AP | 07/24/2025 | 99 | KARLA SCHATZ | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 72.40 | |
| | | | | | WARRANT TOTAL | | 72.40 |
| 115019 | AP | 07/24/2025 | 99 | LINDA ANN EDWARDS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 32.00 | |
| | | | | | WARRANT TOTAL | | 32.00 |
| 115020 | AP | 07/24/2025 | 99 | LORRANIE VALVO GLUCH | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 65.40 | |
| | | | | | WARRANT TOTAL | | 65.40 |
| 115021 | AP | 07/24/2025 | 99 | MIKA LYNN REED | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115022 | AP | 07/24/2025 | 99 | MONIQUE GAYE CRIBBS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | |
| | | | | | WARRANT TOTAL | | 50.00 |

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| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| 115023 | AP | 07/24/2025 | 99 | NORA PAIGE MARSH | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 55.80 | |
| | | | | | WARRANT TOTAL | | 55.80 |
| 115024 | AP | 07/24/2025 | 99 | PEGGY JEANETTE PISTORA | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 71.20 | |
| | | | | | WARRANT TOTAL | | 71.20 |
| 115025 | AP | 07/24/2025 | 99 | ROBERT W KETTER JR | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115026 | AP | 07/24/2025 | 99 | RONALD W COCHRAN | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 72.40 | |
| | | | | | WARRANT TOTAL | | 72.40 |
| 115027 | AP | 07/24/2025 | 99 | SARA DIVINCENZO SIMON | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 50.00 | |
| | | | | | WARRANT TOTAL | | 50.00 |
| 115028 | AP | 07/24/2025 | 99 | TANYA JEAN BRILEY | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 55.80 | |
| | | | | | WARRANT TOTAL | | 55.80 |
| 115029 | AP | 07/24/2025 | 99 | TARA JEAN TINBERG | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 87.80 | |
| | | | | | WARRANT TOTAL | | 87.80 |
| 115030 | AP | 07/24/2025 | 99 | WILLIAM JOSEPH WILLIAMS | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 64.00 | |
| | | | | | WARRANT TOTAL | | 64.00 |
| 115031 | AP | 07/24/2025 | 99 | ZACHARY LAUREYNS CRUMPACKER | | | |
| | | | | 5-001-5-19-205 | FEE AND MILEAGE | 34.80 | |
| | | | | | WARRANT TOTAL | | 34.80 |
| 115032 | AP | 07/24/2025 | 66366 | KANSAS GAS SERVICE | | | |
| | | | | 5-001-5-14-220 | 5175 HUGHES RD | 2,400.00 | |
| | | | | 5-001-5-32-392 | 601 S 3RD ST, 300 WALNUT, 216 | 1,027.86 | |
| | | | | 5-001-5-14-220 | 601 S 3RD ST, 300 WALNUT, 216 | 595.86 | |
| | | | | 5-001-5-33-392 | 711 MARSHALL | 143.04 | |
| | | | | 5-001-5-33-392 | 711 MARSHALL | 109.20 | |
| | | | | 5-001-5-05-215 | EMS JUNE SVC 510614745 2015657 | 98.81 | |
| | | | | | WARRANT TOTAL | | 4,374.77 |
| 115033 | AP | 07/24/2025 | 1842 | KONE INC | | | |
| | | | | 5-001-5-31-220 | PASS 1 ELEVATOR | 487.17 | |
| | | | | | WARRANT TOTAL | | 487.17 |
| 115034 | AP | 07/24/2025 | 537 | CHERRYROAD MEDIA INC | | | |
| | | | | 5-001-5-03-218 | PUBLIC NOTICE | 42.80 | |
| | | | | 5-001-5-06-218 | PUBLIC NOTICE | 44.54 | |
| | | | | 5-001-5-06-218 | PUBLIC NOTICE | 15.78 | |
| | | | | | WARRANT TOTAL | | 103.12 |
| 115035 | AP | 07/24/2025 | 2059 | MIDWEST OFFICE TECHNOLOGY INC | | | |
| | | | | 5-001-5-07-219 | SHERIFF COPIER | 65.61 | |
| | | | | | WARRANT TOTAL | | 65.61 |
| 115036 | AP | 07/24/2025 | 803 | LEAV CO NOXIOUS WEED DEPT | | | |
| | | | | 5-001-5-31-209 | MOWING EQUIP CHEMICALS | 120.99 | |
| | | | | | WARRANT TOTAL | | 120.99 |
| 115037 | AP | 07/24/2025 | 60 | NUTRIEN AG SOLUTIONS,INC | | | |

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|---|------|--------------------|-----------|--------------------------------|--------------------------------|----------|-----------|
| FMWARREG2 | | LEAVENWORTH COUNTY | | | | 7/24/25 | 14:32:12 |
| JSCHERMBEC | | WARRANT REGISTER | | | | | Page 10 |
| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | | 5-001-5-53-305 | GLY STAR AND ESCORT CONCENTRAT | 7,225.20 | |
| | | | | 5-001-5-53-305 | GLY STAR AND ESCORT CONCENTRAT | 1,598.40 | |
| | | | | | WARRANT TOTAL | | 8,823.60 |
| 115038 | AP | 07/24/2025 | 3 | FIRST STATE BANK | | | |
| | | | | 5-001-5-07-251 | ATTN SHERRI BELT----SUPBEONA O | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115039 | AP | 07/24/2025 | 3 | ROBERTSON, ANSCHUTZ, SCHNEID A | | | |
| | | | | 5-001-5-07-251 | SUBPEONA OF RECORDS CASE 25-00 | 7.50 | |
| | | | | | WARRANT TOTAL | | 7.50 |
| 115040 | AP | 07/24/2025 | 7098 | QUILL CORP | | | |
| | | | | 5-001-5-28-301 | OFFICE SUPPLIES | 99.97 | |
| | | | | | WARRANT TOTAL | | 99.97 |
| 115041 | AP | 07/24/2025 | 226 | STRYKER SALES CORPORATION | | | |
| | | | | 5-001-5-05-281 | ECG CABLES | 2,955.78 | |
| | | | | | WARRANT TOTAL | | 2,955.78 |
| 115042 | AP | 07/24/2025 | 248 | ELIOR, INC | | | |
| | | | | 5-001-5-07-261 | INMATE MEALS | 5,699.02 | |
| | | | | 5-001-5-07-261 | INMATE MEALS | 5,674.72 | |
| | | | | 5-001-5-07-261 | INMATE MEALS | 5,761.93 | |
| | | | | | WARRANT TOTAL | | 17,135.67 |
| 115043 | AP | 07/24/2025 | 376 | ATHENS ENERGY SERVICES HOLDING | | | |
| | | | | 5-001-5-33-392 | 711 MARSHALL ST | 91.72 | |
| | | | | | WARRANT TOTAL | | 91.72 |
| 115044 | AP | 07/24/2025 | 22603 | TODD THOMPSON | | | |
| | | | | 5-001-5-11-211 | REIMBURSEMENT OR PARKING AT CO | 25.00 | |
| | | | | | WARRANT TOTAL | | 25.00 |
| 115045 | AP | 07/24/2025 | 22972 | TRANSFER STATION | | | |
| | | | | 5-001-5-33-297 | FROM BUILDING AND GROUNDS | 80.00 | |
| | | | | 5-001-5-33-297 | FROM BUILDING AND GROUNDS | 9.00 | |
| | | | | | WARRANT TOTAL | | 89.00 |
| 115046 | AP | 07/24/2025 | 2 | WATER DEPT | | | |
| | | | | 5-001-5-32-392 | 514 S 2ND ST | 20.00 | |
| | | | | | WARRANT TOTAL | | 20.00 |
| 115047 | AP | 07/24/2025 | 22543 | COMPLETE FAMILY CARE | | | |
| | | | | 5-108-5-00-280 | MEDICAL DIRECTOR AND MCH GRANT | 1,200.00 | |
| | | | | 5-108-5-00-280 | MEDICAL DIRECTOR AND MCH GRANT | 300.00 | |
| | | | | | WARRANT TOTAL | | 1,500.00 |
| 115048 | AP | 07/24/2025 | 8686 | EVERGY KANSAS CENTRAL INC | | | |
| | | | | 5-108-5-00-219 | HEALTH JUNE SVC 1864059586 | 708.85 | |
| | | | | 5-108-5-00-606 | HEALTH JUNE SVC 1864059586 | 236.29 | |
| | | | | | WARRANT TOTAL | | 945.14 |
| 115049 | AP | 07/24/2025 | 23163 | RADIOMETER AMERICA INC DIV:HEM | | | |
| | | | | 5-108-5-00-606 | CUVETTES 111807 AND SHIPPING | 282.00 | |
| | | | | 5-108-5-00-606 | CUVETTES 111807 AND SHIPPING | 30.00 | |
| | | | | | WARRANT TOTAL | | 312.00 |
| 115050 | AP | 07/24/2025 | 2666 | BRIANNA WRIGHT | | | |
| | | | | 5-108-5-00-216 | REIMBURSEMENT FROM VACCINE SHI | 20.68 | |
| | | | | | WARRANT TOTAL | | 20.68 |
| 115051 | AP | 07/24/2025 | 858 | ENTERPRISE FM TRUST | | | |
| | | | | 5-115-5-00-408 | SHERIFF LEASE PAYMENTS | 3,409.22 | |

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|---|------|------------|-----------|--------------------------------|--------------------------------|----------------------|-----------|
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| JSCHERMBEC | | | | WARRANT REGISTER | | | Page 11 |
| | | | | START DATE: 07/18/2025 | | END DATE: 07/24/2025 | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| NUMBER | TYPE | DATE | PCH DOC # | ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
| | | | | | WARRANT TOTAL | | 3,409.22 |
| 115052 | AP | 07/24/2025 | 226 | STRYKER SALES CORPORATION | | | |
| | | | | 5-115-5-00-436 | STAIR PRO MODEL 6252 | 5,122.01 | |
| | | | | | WARRANT TOTAL | | 5,122.01 |
| 115053 | AP | 07/24/2025 | 20588 | ADVANTAGE PRINTING | | | |
| | | | | 5-127-5-00-3 | SKAGGS BUSINESS CARDS | 125.00 | |
| | | | | | WARRANT TOTAL | | 125.00 |
| 115054 | AP | 07/24/2025 | 2505 | INTRINSIC INTERVENTIONS | | | |
| | | | | 5-127-5-00-3 | LAB COST | 25.00 | |
| | | | | 5-127-5-00-3 | LAB COST | 25.00 | |
| | | | | 5-127-5-00-3 | LAB COST | 25.00 | |
| | | | | 5-127-5-00-3 | LAB COST | 75.00 | |
| | | | | 5-127-5-00-3 | LAB COST | 50.00 | |
| | | | | 5-127-5-00-3 | LAB COST | 25.00 | |
| | | | | | WARRANT TOTAL | | 225.00 |
| 115055 | AP | 07/24/2025 | 8416 | IRON MOUNTAIN INC | | | |
| | | | | 5-127-5-00-3 | SHREDDING APRIL, MAY, AND JUNE | 18.25 | |
| | | | | 5-127-5-00-3 | SHREDDING APRIL, MAY, AND JUNE | 18.25 | |
| | | | | 5-127-5-00-3 | SHREDDING APRIL, MAY, AND JUNE | 18.25 | |
| | | | | | WARRANT TOTAL | | 54.75 |
| 115056 | AP | 07/24/2025 | 4120 | AAA LAUNDRY & LINEN SUPPLY CO | | | |
| | | | | 5-133-5-00-215 | UNIFORM RENTALS 07/07-07/14 | 323.76 | |
| | | | | 5-133-5-00-312 | UNIFORM RENTALS 07/07-07/14 | 232.82 | |
| | | | | 5-133-5-00-315 | UNIFORM RENTALS 07/07-07/14 | 153.26 | |
| | | | | 5-133-5-00-312 | UNIFORM RENTALS 07/07-07/14 | 229.27 | |
| | | | | | WARRANT TOTAL | | 939.11 |
| 115057 | AP | 07/24/2025 | 4136 | BRANDT FABRICATING | | | |
| | | | | 5-133-5-00-360 | FABRICATE AND INSTALL TWO ASPH | 1,660.00 | |
| | | | | | WARRANT TOTAL | | 1,660.00 |
| 115058 | AP | 07/24/2025 | 4605 | C & H OUTDOOR LLC | | | |
| | | | | 5-133-5-00-306 | KIT, RETRO, METER AND BRINEXTR | 8,615.00 | |
| | | | | | WARRANT TOTAL | | 8,615.00 |
| 115059 | AP | 07/24/2025 | 661 | CDJ AUTOMOTIVE LLC | | | |
| | | | | 5-133-5-00-360 | APPLIQUE B | 133.60 | |
| | | | | | WARRANT TOTAL | | 133.60 |
| 115060 | AP | 07/24/2025 | 24545 | CDW GOVERNMENT INC | | | |
| | | | | 5-133-5-00-211 | HP DESKTOP | 1,330.83 | |
| | | | | | WARRANT TOTAL | | 1,330.83 |
| 115061 | AP | 07/24/2025 | 2533 | COMMERCIAL INDUSTRIAL SUPPLY C | | | |
| | | | | 5-133-5-00-207 | TUNE UP CLEAN BURN BURNER | 1,385.31 | |
| | | | | 5-133-5-00-207 | TUNE UP CLEAN BURN BURNER | 1,398.50 | |
| | | | | | WARRANT TOTAL | | 2,783.81 |
| 115062 | AP | 07/24/2025 | 571 | QUIKRETE HOLDINGS | | | |
| | | | | 5-133-5-00-325 | CULVERTS | 4,982.40 | |
| | | | | 5-133-5-00-325 | CULVERTS | 231.00 | |
| | | | | 5-133-5-00-325 | CULVERTS | 4,982.40 | |
| | | | | | WARRANT TOTAL | | 10,195.80 |
| 115063 | AP | 07/24/2025 | 446 | EQUIPMENT SHARE INC | | | |
| | | | | 5-133-5-00-360 | CASE REMAN ALTERNATOR | 504.96 | |
| | | | | 5-133-5-00-360 | CASE VALVE SOLENOID | 1,080.64 | |

START DATE: 07/18/2025 END DATE: 07/24/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

| WARRANT NUMBER | CHK TYPE | WARRANT DATE | VEND #/ PCH DOC # | VENDOR NAME/ ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
|-------------------|-------------|-----------------|----------------------|--------------------------------|--------------------------------|-----------|-----------|
| | | | | | WARRANT TOTAL | | 1,585.60 |
| 115064 | AP | 07/24/2025 | 70 | FREESTATE ELECTRIC COOPERATIVE | | | |
| | | | | 5-133-5-00-251 | METER 22163571 ELECTRIC SERVI | 88.06 | |
| | | | | | WARRANT TOTAL | | 88.06 |
| 115065 | AP | 07/24/2025 | 774 | G W VAN KEPPEL | | | |
| | | | | 5-133-5-00-360 | TILT SWITCHES | 354.44 | |
| | | | | | WARRANT TOTAL | | 354.44 |
| 115066 | AP | 07/24/2025 | 434 | HAMM QUARRIES | | | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 3,245.04 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 6,766.41 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 1,026.76 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 1,214.86 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 548.61 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 10,332.67 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 2,120.66 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 4,403.38 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 8,285.11 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 4,522.19 | |
| | | | | | WARRANT TOTAL | | 42,465.69 |
| 115067 | AP | 07/24/2025 | 3621 | HERITAGE-CRYSTAL CLEAN,LLC | | | |
| | | | | 5-133-5-00-207 | OIL PICK UP | 201.25 | |
| | | | | | WARRANT TOTAL | | 201.25 |
| 115068 | AP | 07/24/2025 | 369 | HOLLIDAY SAND & GRAVEL CO | | | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 792.68 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 1,468.18 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 268.70 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 4,499.20 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 695.55 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 1,329.12 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 1,672.99 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 7,609.21 | |
| | | | | 5-133-5-00-303 | ROAD SEAL | 2,266.14 | |
| | | | | | WARRANT TOTAL | | 20,601.77 |
| 115069 | AP | 07/24/2025 | 979 | JAMAR TECHNOLOGIES INC | | | |
| | | | | 5-133-5-00-327 | 2 TRAFFIC COUNTERS AND TUBES | 2,843.00 | |
| | | | | | WARRANT TOTAL | | 2,843.00 |
| 115070 | AP | 07/24/2025 | 8408 | KANSAS STATE HISTORICAL SOCIET | | | |
| | | | | 5-133-5-00-327 | SURVEY REFERENCE REPORTS 24 RE | 96.00 | |
| | | | | | WARRANT TOTAL | | 96.00 |
| 115071 | AP | 07/24/2025 | 1351 | LEAVENWORTH ASPHALT MATERIALS | | | |
| | | | | 5-133-5-00-362 | 2025 STILLWELL DUST ABATEMENT | 5,475.49 | |
| | | | | | WARRANT TOTAL | | 5,475.49 |
| 115072 | AP | 07/24/2025 | 232 | MHC KENWORTH-OLATHE | | | |
| | | | | 5-133-5-00-360 | PARTS | 52.58- | |
| | | | | 5-133-5-00-360 | PARTS | 675.07- | |
| | | | | 5-133-5-00-360 | PARTS | 476.86 | |
| | | | | 5-133-5-00-360 | PARTS | 2,765.30 | |
| | | | | 5-133-5-00-360 | PARTS | 1,433.53 | |
| | | | | 5-133-5-00-360 | PARTS | 542.99 | |
| | | | | 5-133-5-00-360 | FILTERS AND CARTRIDGES | 20.22 | |

START DATE: 07/18/2025 END DATE: 07/24/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

| WARRANT NUMBER | CHK TYPE | WARRANT DATE | VEND #/ PCH DOC # | VENDOR NAME/ ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
|-------------------|-------------|-----------------|----------------------|--------------------------------|--------------------------------|-----------|----------|
| | | | | 5-133-5-00-360 | FILTERS AND CARTRIDGES | 129.00 | |
| | | | | 5-133-5-00-360 | FILTERS AND CARTRIDGES | 1,363.80 | |
| | | | | | WARRANT TOTAL | | 6,004.05 |
| 115073 | AP | 07/24/2025 | 2666 | ALAN AREVELO | | | |
| | | | | 5-133-5-00-203 | CDL AND PHOTO REIMBURSEMENT | 38.50 | |
| | | | | | WARRANT TOTAL | | 38.50 |
| 115074 | AP | 07/24/2025 | 2666 | BILL NOLL | | | |
| | | | | 5-133-5-00-201 | KCHA MEETING IN SALINA MILEAGE | 228.20 | |
| | | | | | WARRANT TOTAL | | 228.20 |
| 115075 | AP | 07/24/2025 | 418 | PENSKE COMMERCIAL VEHICLES US | | | |
| | | | | 5-133-5-00-360 | PARTS | 1,603.86- | |
| | | | | 5-133-5-00-360 | PARTS | 805.74 | |
| | | | | 5-133-5-00-360 | PARTS | 719.55 | |
| | | | | 5-133-5-00-360 | PARTS | 48.15 | |
| | | | | 5-133-5-00-360 | PARTS | 719.55 | |
| | | | | 5-133-5-00-360 | PARTS | 805.74 | |
| | | | | | WARRANT TOTAL | | 1,494.87 |
| 115076 | AP | 07/24/2025 | 668 | TIREHUB INC | | | |
| | | | | 5-133-5-00-309 | TIRES | 137.33 | |
| | | | | 5-133-5-00-309 | TIRES | 1,429.80 | |
| | | | | 5-133-5-00-309 | TIRES | 247.44 | |
| | | | | 5-133-5-00-309 | TIRES | 632.32 | |
| | | | | | WARRANT TOTAL | | 2,446.89 |
| 115077 | AP | 07/24/2025 | 347 | WINTER EQUIPMENT COMPANY INC | | | |
| | | | | 5-133-5-00-360 | HAMMERHEAD 12FT PLOW | 3,374.70 | |
| | | | | 5-133-5-00-360 | HAMMERHEAD 12FT PLOW | 3,374.70 | |
| | | | | | WARRANT TOTAL | | 6,749.40 |
| 115078 | AP | 07/24/2025 | 28526 | THE GUIDANCE CENTER (TRAINING | | | |
| | | | | 5-136-5-00-207 | COLON III | 150.00 | |
| | | | | | WARRANT TOTAL | | 150.00 |
| 115079 | AP | 07/24/2025 | 4120 | AAA LAUNDRY & LINEN SUPPLY CO | | | |
| | | | | 5-137-5-00-203 | UNIFORMS 7/7 AND 7/14 | 116.66 | |
| | | | | 5-137-5-00-203 | UNIFORMS 7/7 AND 7/14 | 116.66 | |
| | | | | | WARRANT TOTAL | | 233.32 |
| 115080 | AP | 07/24/2025 | 8028 | MURPHY TRACTOR & EQUIP CO | | | |
| | | | | 5-137-5-00-320 | SWITCH AND CIRCUIT BREAKER | 280.35 | |
| | | | | | WARRANT TOTAL | | 280.35 |
| 115081 | AP | 07/24/2025 | 959 | TRACI'S SHAVED ICE | | | |
| | | | | 5-139-5-00-301 | SHAVED ICE PPS WEEK | 500.00 | |
| | | | | | WARRANT TOTAL | | 500.00 |
| 115082 | AP | 07/24/2025 | 8416 | IRON MOUNTAIN INC | | | |
| | | | | 5-139-5-00-201 | SHREDDING | 18.24 | |
| | | | | 5-139-5-00-201 | SHREDDING | 18.24 | |
| | | | | 5-139-5-00-201 | SHREDDING | 18.24 | |
| | | | | | WARRANT TOTAL | | 54.72 |
| 115083 | AP | 07/24/2025 | 8416 | IRON MOUNTAIN INC | | | |
| | | | | 5-145-5-00-208 | JUNE COA SHRED | 66.30 | |
| | | | | | WARRANT TOTAL | | 66.30 |
| 115084 | AP | 07/24/2025 | 4755 | LEAVENWORTH PAPER AND OFFICE S | | | |
| | | | | 5-145-5-00-345 | COA- COIN ENVELOPES | 46.79 | |

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|---|-------------|--------------------|------------------|--------------------------------|--------------------------------|----------------------------|-----------|
| FMWARREGR2 | | LEAVENWORTH COUNTY | | | 7/24/25 | 14:32:12 | |
| JSCHERMBEC | | WARRANT REGISTER | | | Page | 14 | |
| START DATE: 07/18/2025 END DATE: 07/24/2025 | | | | | | | |
| TYPES OF CHECKS SELECTED: * ALL TYPES | | | | | | | |
| CHECK RANGE SELECTED: * No Check Range Selected | | | | | | | |
| WARRANT | CHK | WARRANT | VEND #/ | VENDOR NAME/ | | | |
| <u>NUMBER</u> | <u>TYPE</u> | <u>DATE</u> | <u>PCH DOC #</u> | <u>ACCOUNT NUMBER</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> <u>TOTAL</u> | |
| | | | | 5-145-5-05-301 | COA- COIN ENVELOPES | 17.14 | |
| | | | | 5-145-5-07-302 | COA- COIN ENVELOPES | 1.98 | |
| | | | | 5-145-5-00-345 | COA- COIN ENVELOPES | 101.57 | |
| | | | | 5-145-5-06-301 | COA- COIN ENVELOPES | 17.82 | |
| | | | | 5-145-5-06-321 | COA- COIN ENVELOPES | 49.89 | |
| | | | | 5-145-5-07-321 | COA- COIN ENVELOPES | 8.91 | |
| | | | | | WARRANT TOTAL | | 244.10 |
| 115085 | AP | 07/24/2025 | 1971 | CAROLINA SOFTWARE | | | |
| | | | | 5-160-5-00-201 | WASTEWORX TICKET | 2,688.50 | |
| | | | | | WARRANT TOTAL | | 2,688.50 |
| 115086 | AP | 07/24/2025 | 643 | VEOLIA ENVIRONMENTAL SERVICES | | | |
| | | | | 5-160-5-00-208 | HHW DISPOSAL | 1,020.93 | |
| | | | | | WARRANT TOTAL | | 1,020.93 |
| 115087 | AP | 07/24/2025 | 2007 | WIRENUTS | | | |
| | | | | 5-160-5-00-213 | EXIT SCALEHOUSE SECURITY | 670.80 | |
| | | | | | WARRANT TOTAL | | 670.80 |
| 115088 | AP | 07/24/2025 | 70 | FREESTATE ELECTRIC COOPERATIVE | | | |
| | | | | 5-174-5-00-210 | EISENHOWER TOWER | 736.51 | |
| | | | | | WARRANT TOTAL | | 736.51 |
| 115089 | AP | 07/24/2025 | 5637 | CLEARWATER ENTERPRISES,LLC | | | |
| | | | | 5-195-5-00-290 | 216 WALNUT ST | 3.36 | |
| | | | | | WARRANT TOTAL | | 3.36 |
| 115090 | AP | 07/24/2025 | 66366 | KANSAS GAS SERVICE | | | |
| | | | | 5-195-5-00-290 | 601 S 3RD ST, 300 WALNUT, 216 | 64.71 | |
| | | | | | WARRANT TOTAL | | 64.71 |
| 115091 | AP | 07/24/2025 | 2 | WATER DEPT | | | |
| | | | | 5-195-5-00-290 | 520 S 3RD ST | 56.31 | |
| | | | | | WARRANT TOTAL | | 56.31 |
| 115092 | AP | 07/24/2025 | 2059 | MIDWEST OFFICE TECHNOLOGY INC | | | |
| | | | | 5-198-5-18-301 | CAN ON COPIER JULY | 108.68 | |
| | | | | | WARRANT TOTAL | | 108.68 |
| 115093 | AP | 07/24/2025 | 4821 | US GEOLOGICAL SURVEY | | | |
| | | | | 5-198-5-18-201 | ANNUAL JOINT FUNDING AGREEMENT | 1,533.00 | |
| | | | | | WARRANT TOTAL | | 1,533.00 |
| 115094 | AP | 07/24/2025 | 119 | FINNEY & TURNIPSEED TRANSPORTA | | | |
| | | | | 5-220-5-02-400 | BRIDGE 54 AND 61 | 57,870.00 | |
| | | | | | WARRANT TOTAL | | 57,870.00 |
| 115095 | AP | 07/24/2025 | 434 | HAMM QUARRIES | | | |
| | | | | 5-220-5-15-400 | 187TH DUST ABATEMENT | 2,065.67 | |
| | | | | | WARRANT TOTAL | | 2,065.67 |
| 115096 | AP | 07/24/2025 | 616 | J M FAHEY CONSTRUCTION | | | |
| | | | | 5-220-5-15-400 | BM2 | 12,044.78 | |
| | | | | | WARRANT TOTAL | | 12,044.78 |
| 115097 | AP | 07/24/2025 | 1351 | LEAVENWORTH ASPHALT MATERIALS | | | |
| | | | | 5-220-5-15-400 | 2025 187TH CIP | 58,598.71 | |
| | | | | | WARRANT TOTAL | | 58,598.71 |
| 115098 | AP | 07/24/2025 | 2570 | RICK WELCH | | | |
| | | | | 5-503-5-00-2 | REFUND OF ENTRANCE AT 00000 16 | 100.00 | |
| | | | | | WARRANT TOTAL | | 100.00 |
| 115099 | AP | 07/24/2025 | 434 | HAMM QUARRIES | | | |

START DATE: 07/18/2025 END DATE: 07/24/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

| WARRANT NUMBER | CHK TYPE | WARRANT DATE | VEND #/ PCH DOC # | VENDOR NAME/ ACCOUNT NUMBER | DESCRIPTION | AMOUNT | TOTAL |
|-------------------|-------------|-----------------|----------------------|--------------------------------|---------------|----------|------------|
| | | | 5-133-5-00-303 | | ROAD SEAL | 4,798.62 | |
| | | | | | WARRANT TOTAL | | 4,798.62 |
| | | | | | GRAND TOTAL | | 486,037.02 |

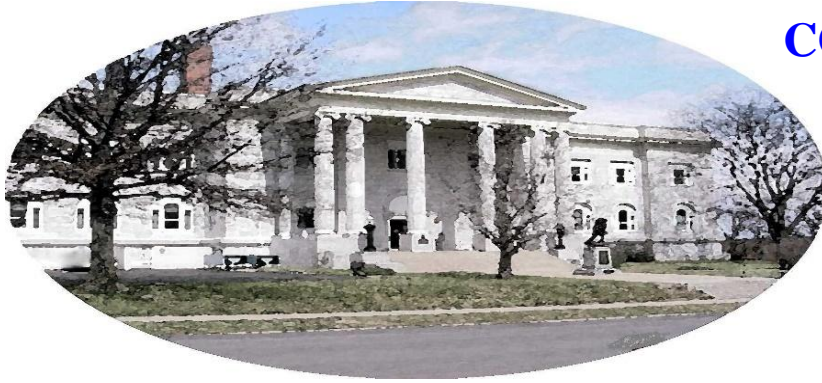
START DATE: 07/18/2025 END DATE: 07/24/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

| | | |
|-----|---------------------------------|------------|
| 001 | GENERAL | 117,595.60 |
| 108 | COUNTY HEALTH | 3,502.42 |
| 115 | EQUIPMENT RESERVE | 9,723.91 |
| 119 | ROD TECHNOLOGY | 3,950.00 |
| 126 | COMM CORR ADULT | 847.62 |
| 127 | COMM CORR ADULT NON GRANT | 404.75 |
| 133 | ROAD & BRIDGE | 131,477.45 |
| 135 | COMM CORR OPIOID | 2,794.03 |
| 136 | COMM CORR JUVENILE | 740.91 |
| 137 | LOCAL SERVICE ROAD & BRIDGE | 513.67 |
| 138 | JUV INTAKE & ASSESSMENT | 402.88 |
| 139 | JDC: FAMILY STRONG | 554.72 |
| 145 | COUNCIL ON AGING | 705.40 |
| 146 | COUNTY TREASURER SPECIAL | 57.00 |
| 153 | PUBLIC WORKS,EQUIP.RESERVE FUND | 45,896.37 |
| 160 | SOLID WASTE MANAGEMENT | 8,240.22 |
| 171 | S TAX CAP RD PROJ: BONDS | 19,500.00 |
| 174 | 911 | 736.51 |
| 194 | VIOLENT OFFENDERS | 5,887.50 |
| 195 | JUVENILE DETENTION | 124.38 |
| 196 | DRUG TEST & SUPERVISION FEES | 60.84 |
| 198 | SPECIAL GRANTS | 1,641.68 |
| 220 | CAP IMPR: RD & BRIDGE | 130,579.16 |
| 503 | ROAD & BRIDGE BOND ESCROW | 100.00 |
| | TOTAL ALL FUNDS | 486,037.02 |



COUNTY OF LEAVENWORTH

Board of County Commissioners

300 Walnut, Suite 225

Leavenworth, Kansas 66048-2815

(913)684-0417

Fax (913) 680-2742

Email: bocc@leavenworthcounty.gov

July 21, 2025

RE: In support of Happy Hearts Working, Inc grant application(s) submitted to: The Kauffman Foundation, The Mabee Foundation and other grantors.

To Whom It May Concern,

Thank you for considering Happy Hearts Working, Inc.'s grant application. Given their nonprofit status and vital programs for adults with intellectual and developmental disabilities, We the members of the Leavenworth County Commission strongly support this grant request.

Happy Hearts Working, Inc. plans to renovate 144 N. Nettleton Avenue in Bonner Springs, KS, aiming to relocate their day support program for adults with intellectual and developmental disabilities by 2025 or early 2026. This move will improve access to vital services, skill-building, and volunteer opportunities for participants while also offering semi-independent living options and addressing significant local needs. The initiative will expand service outreach across Bonner Springs, surrounding counties including Wyandotte, Leavenworth, and Johnson and throughout the Kansas City area.

Happy Hearts Working, Inc. provides invaluable support to citizens of Leavenworth County, and we applaud this expansion to broaden their positive impact in the region. Therefore, we fully support their grant application to renovate the downtown Bonner Springs property, which will provide adults with intellectual and developmental disabilities and a safe space to develop work, volunteer, and daily living skills, and help build an inclusive community. Thank you.

Respectfully,

Mike Smith
Chairman, Leavenworth County Commission

Jeff Culbertson
Leavenworth County Commissioner Dist #1

Vanessa Reid
Leavenworth County Commission Dist #2

Willie Dove
Leavenworth County Commission Dist #3

Mike Stieben
Leavenworth County Commission Dist #5

**Leavenworth County
Request for Board Action
Resolution 2025-25
Rezoning from RR-5 to RR-2.5**

Date: July 30, 2025
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ Administrator Review ☒ Legal Review ☒

Action Requested:

Chairman, I find that the rezoning request complies with the Golden Factors and move to adopt Resolution 2025-25 and approve the rezoning as outlined in Case DEV-25-070 based on the recommendation of the Planning Commission and the findings as set forth in the Staff Report.

Analysis: The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5 for both parcels. Surrounding parcels are residential and agricultural in nature but are primarily 5 acres or greater in size. However, adjacent properties to the East and South are already zoned RR-2.5. To include a portion of parcel 011 (one of the subject properties). The Comprehensive Plan identifies the future land use of this area as RR-2.5. When taking all factors into account, staff is supportive of the request.

Planning Commission Recommendation: The Planning Commission voted 6-0 (3 absent) to recommend approval of Case No. DEV-25-070 (Resolution 2025-25) rezoning request from RR-5 to RR-2.5.

Alternatives:

1. Approve case DEV-25-070 (Resolution 2025-25), Rezoning Request from RR-5 to RR-2.5 with Findings of Fact; or
2. Deny case DEV-25-070 (Resolution 2025-25), Rezoning Request from RR-5 to RR-2.5 with Findings of Fact; or

Denial: Chairman, I find that the rezoning request as outlined in Case-DEV-25-070 does not comply with the Golden Factors (LIST FACTORS) and hereby move to deny the rezoning request as outlined in Case DEV-25-070.

3. Revise or Modify the Planning Commission Recommendation to Resolution 2025-25, Rezoning Request from RR-5 to RR-2.5 with Findings of Fact; or

- ☒ 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, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

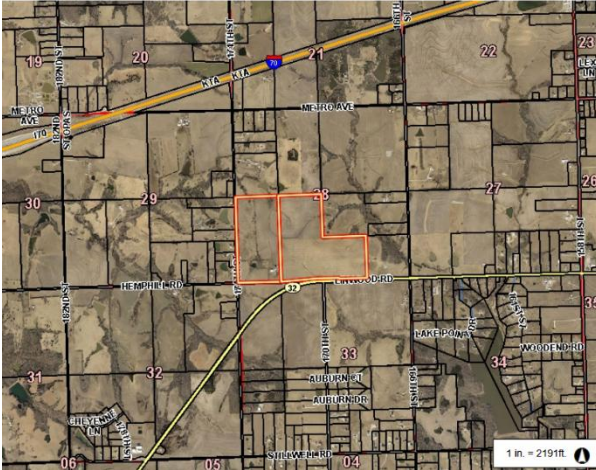
CASE NO: DEV-25-070 Porth Rezone

July 9, 2025

REQUEST: *Public Hearing Required*

- ☒ ZONING AMENDMENT ☐ SPECIAL USE PERMIT
☐ TEMPORARY SPECIAL USE PERMIT

SUBJECT PROPERTY: 17210 Hemphill Rd. & 00000 Linwood Rd.



STAFF REPRESENTATIVE:

JOSHUA SCHWEITZER
Development Planner

APPLICANT/APPLICANT AGENT:

Krystal Voth
Atlas Land Consulting

PROPERTY OWNER:

Arthur Porth Trust
1505 Kenton St.
Leavenworth, KS 66048

CONCURRENT APPLICATIONS:

N/A

LAND USE

ZONING: RR-5 to RR-2.5

FUTURE LAND USE
DESIGNATION: RR-2.5

SUBDIVISION: N/A

FLOODPLAIN: N/A

LEGAL DESCRIPTION:

Tracts of land in the Southwest quarter of Section 28, Township 11 South, Range 22 East of the 6th PM, in Leavenworth County, Kansas

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-25-070, Rezone for Porth, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-070, Rezone for Porth, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 78.70 & 116.10
ACRES

PARCEL ID NO:
188-28-0-00-00-010; 011

BUILDINGS:
Existing House & Outbuildings

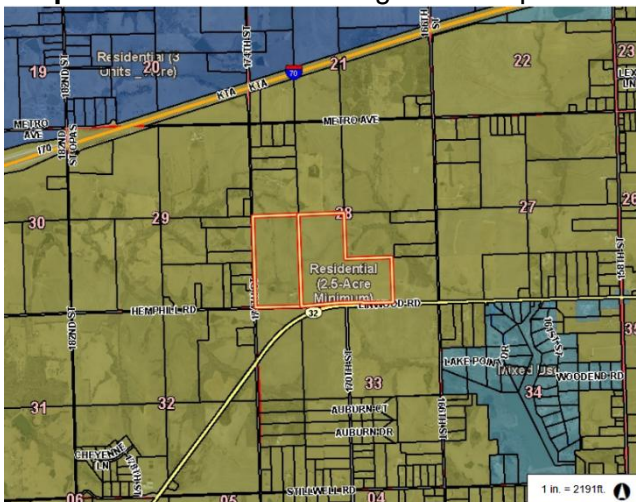
PROJECT SUMMARY:

Request to rezone parcels at 17210 Hemphill Rd & 00000 Linwood Road (PID: 188-28-0-00-00-010 & 188-28-0-00-00-011).

ACCESS/STREET:

Hemphill Rd/174th, Local, Gravel, ±24'; Linwood Road, State Hwy, Paved, ±30'

Location Map: Future Land Use Designation Map



UTILITIES

SEWER: SEPTIC

FIRE: Fairmount

WATER: RWD #7

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW: 7/1/2025

NEWSPAPER NOTIFICATION:
6/12/2025

NOTICE TO SURROUNDING
PROPERTY OWNERS:
6/18/2025

| FACTORS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i> | | |
|--|------------|----------------|
| The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Rezone request: | Met | Not Met |
| 1. Character of the Neighborhood: <i>Density:</i> Surrounding parcels range in size from five acres to more than 157 acres. The area is not densely populated. <i>Nearby City Limits:</i> Basehor is more than two miles to the northeast. <i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area. | X | |
| 2. Zoning and uses of nearby property: <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. <i>Adjacent Zoning:</i> All adjacent properties are zoned RR-5 & RR-2.5. A portion of parcel 011 is already zoned RR-2.5 | X | |
| 3. Suitability of the Property for the uses to which it has been restricted: The property is suitable for rural residences and agricultural uses. | X | |
| 4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning remains rural residential.</i> | X | |
| 5. Length of time the property has been vacant as zoned: <input checked="" type="checkbox"/> Vacant: <input checked="" type="checkbox"/> Not Vacant: The 010 parcel has the existing house and outbuildings | X | |
| 6. Relative gain to economic development, public health, safety and welfare: The rezoning does not impact economic development, public health, safety or welfare. In the event the parcel were to be developed as a rural subdivision, an additional number homes could potentially be constructed which may have a positive impact on economic development. | X | |
| 7. Conformance to the Comprehensive Plan: <i>Future Land Use Map:</i> Rural Residential – 2.5 acre <i>Section 4 Land Use and Development Plan Strategies:</i> The proposed use is compatible with the future land use designation. | X | |

STAFF COMMENTS:

The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5 for both parcels. Surrounding parcels are residential and agricultural in nature but are primarily 5 acres or greater in size. However, adjacent properties to the East and South are already zoned RR-2.5. To include a portion of parcel 011 (one of the subject properties). The Comprehensive Plan identifies the future land use of this area as RR-2.5. When taking all factors into account, staff is supportive of the request.

PROPOSED MOTIONS:

1. Approve case DEV-25-070, a request to rezone the property at 17210 Hemphill Rd. & 00000 Linwood Rd. (as presented) from RR-5 to RR-2.5 with Findings of Fact with a majority vote; or

Motion: Chairman, I find that the rezoning request complies with the Golden Factors and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-070 based on the recommendation of Planning Staff and the findings as set forth in the Staff Report.

2. Deny case DEV-25-070, a request to rezone the property at 17210 Hemphill Rd. & 00000 Linwood Rd. (as presented) from RR-5 to RR-2.5 without Findings of Fact with a majority vote; or

Motion: Chairman, I find that the rezoning request does not comply with Golden Factors (LIST FACTORS) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-070.

3. Table the case to a date and time certain for additional information.

Motion: Chairman, I move to table Case No. DEV-25-070 to (Date and Time) requesting additional information for (STATE THE REASON(S)).

ATTACHMENTS:

A: Application & Narrative

B: Zoning Map

C: Memorandums

Pre App 9:00
Payment 05/15
owner auth
articles of inc ✓

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: MAY 13 2025 |
| Planning Commission Date _____ | |
| Case No. _____ | Date Paid _____ |
| Zoning District _____ | Comprehensive Plan Land Use Designation _____ |

| APPLICANT/AGENT INFORMATION | OWNER INFORMATION (If different) |
|---|--|
| NAME <u>Krystal Voth, Atlas Land Consulting</u> | NAME <u>Arthur P. Porth; Trust</u> |
| ADDRESS <u>14500 Parallel Road</u> | ADDRESS <u>1505 Kenton Street (ATTN: Linda Hylton)</u> |
| CITY/ST/ZIP <u>Basehor, KS 66007</u> | CITY/ST/ZIP <u>Leavenworth, KS 66048</u> |
| PHONE <u>417-622-2907</u> | PHONE <u>913-269-0114</u> |
| EMAIL <u>krystal@alconsult-llc.com</u> | EMAIL <u>paulb@firststateks.com</u> |
| CONTACT PERSON <u>Krystal Voth</u> | CONTACT PERSON <u>Paul Bush</u> |

| PROPOSED USE INFORMATION | |
|---|--------------------------------|
| Proposed Land Use <u>RR 2.5 Rural Residential</u> | |
| Current Zoning <u>RR 5</u> | Requested Zoning <u>RR 2.5</u> |
| Reason for Requesting Rezoning <u>Requesting rezoning to match the zoning of the property directly to the east which is a part of this property</u> | |

| PROPERTY INFORMATION |
|---|
| Address of Property <u>17210 Hemphill Road, Bonner Springs, KS 66012</u> |
| Parcel Size <u>160 Acres</u> |
| Current use of the property <u>Agricultural</u> |
| Present Improvements or structures <u>Existing farm house and buildings</u> |
| PID <u>188-28-0-00-00-010.00 and the west half of 188-28-0-00-011.00</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 Krystal A. Voth, Atlas Land Consulting Date 5/12/2025

ATTACHMENT A

Affidavit of Trust

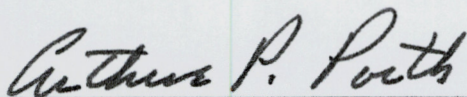
1. The following trust is the subject of this Affidavit of Trust:

ARTHUR P. PORTH, sole Trustee, or his successors in trust,
under the ARTHUR P. PORTH LIVING TRUST, dated
December 3, 2008, and any amendments thereto.

2. The name of the currently acting Trustee(s) of the trust are as follows:

ARTHUR P. PORTH

3. The trust is currently in full force and effect.
4. Available are provisions of the Trust evidencing the creation of the Trust, the designation of Trustees, the powers of the Trustees, and the appropriate signature(s) if required.
5. The signatories of this Affidavit of Trust are the currently acting Trustees of the trust and declare that the foregoing statements are true and correct, under penalty of perjury.
6. The signatories of this Affidavit of Trust further state that any and all trust provisions attached to this Affidavit of Trust are true, accurate and correct photostatic copies of the documents they purport to be.
7. Notwithstanding anything in the trust to the contrary, when the Trustmaker is serving as Trustee under the trust, the Trustmaker may act for and conduct business on behalf of the trust as a Trustee without the consent of any other trustee.



ARTHUR P. PORTH, Trustee

EIN# 33-6748018

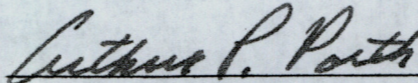
CERTIFICATE OF TRUST

The undersigned Grantor hereby certifies the following:

1. This Certificate of Trust relates to the ARTHUR P. PORTH LIVING TRUST DATED DECEMBER 3, 2008 (the "Trust") created by trust agreement (the "Trust Agreement") executed by ARTHUR P. PORTH.
2. The name of the Grantor is ARTHUR P. PORTH.
3. The name of the original trustee is ARTHUR P. PORTH.
4. The names of each trustee empowered to act under the Trust Agreement are:

Primary: ARTHUR P. PORTH

Successors: First: LINDA HYLTON
Second: PAUL BUSH
5. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE
6. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property including but not limited to securities of all kinds.
7. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect.



ARTHUR P. PORTH

STATE OF KANSAS

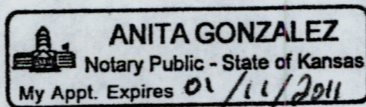
)

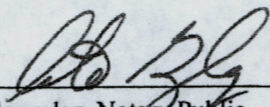
) SS:

COUNTY OF LEAVENWORTH

)

Personally came before me this 3rd day of December, 2008, the above named ARTHUR P. PORTH, to me known to be the person who executed the foregoing instrument and acknowledged the same.




Anita Gonzalez, Notary Public
Leavenworth County, Kansas
My Commission Expires: 1/11/11

OWNER AUTHORIZATION

I/WE Arthur P. Porth Living Trust DATED 12/3/2008, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 7TH day of May, 2025, 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 Exhibit A attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize ATLAS LAND CONSULTING (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, 17210 Hemphill Rd (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.

Linda Hylton
Owner LINDA HYLTON, TRUSTEE

Owner

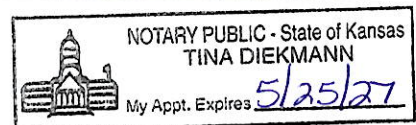
STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 7TH day of May, 2025,
by Linda Hylton

My Commission Expires: 5/25/27

Tina Diekmann

Notary Public



OWNER AUTHORIZATION

I/WE ARTHUR P. PORTY LIVING TRUST DATED 12/3/2008, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 7TH day of May, 2025, 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 Exhibit A attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize ATLAS LAND
CONSULTING (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, _____
17210 Hemphill Rd (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.



Owner PAUL BUSH, TRUSTEE

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 7TH day of May, 2025,
by Paul Bush

My Commission Expires: 5/25/27


Notary Public



PORTH ACRES

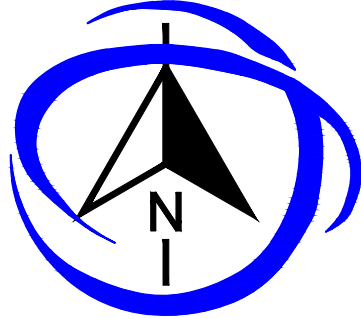
A SUBDIVISION OF LAND IN SECTION 28, TOWNSHIP 11 SOUTH, RANGE 22 EAST IN LEAVENWORTH COUNTY, KANSAS

PID 1882800000009000
MAXWELL, CODY

PID 1882800000010000
PORTH, ARTHUR P. TRUST

PID 1882800000011000
PORTH, ARTHUR P. TRUST

Standard : 22
Area : 2066364.41



FINAL PLAT

LEGEND

- SECTION CORNER
BENCHMARK AS NOTED
FOUND PROPERTY CORNER AS NOTED
SET 1/2" X 24" REBAR CAP ALC KS CLS 363

DESCRIPTION DER DOC. # 2008R11599

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-EIGHT (28) TOWNSHIP ELEVEN (11) SOUTH OF RANGE TWENTY-TWO (22) EAST OF THE 6TH P.M.

SURVEYORS SUGGESTED DESCRIPTION

A TRACT OF LAND IN SECTION 28, TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE 6TH P.M., AS DESCRIBED BY ANDREA WEISHAUBT PLS 1730 ON JUNE 3RD, 2025, IN LEAVENWORTH COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 87°46'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF 174TH STREET AS IT NOW EXISTS; THENCE CONTINUING ON SAID NORTH LINE, NORTH 87°46'39" EAST, A DISTANCE OF 1293.78 FEET; THENCE SOUTH 01°33'35" EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 28, A DISTANCE OF 2617.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HEMPHILL ROAD, AS IT NOW EXISTS; THENCE SOUTH 88°05'44" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1287.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID 174TH STREET; THENCE NORTH 01°41'03" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2610.79 FEET, TO THE POINT OF BEGINNING. CONTAINING 3373839.54 SQFT OR 77.45 ACRES MORE OR LESS

IN TESTIMONY WHEREOF,
I, undersigned owner of PORTH ACRES have set our hands this ____ day of ____, 20__.

XXXXXXACKNOWLEDGEMENT:

STATE OF KANSAS
COUNTY OF

BE IT REMEMBERED THAT ON THIS ____ DAY OF ____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME
_____, TO ME PERSONALLY KNOWN TO BE THE
SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENT OF WRITING, AND DULY
ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

PRINT NAME _____

My Commission Expires: _____

This plat of **PORTH ACRES** has been submitted and approved by Leavenworth County Planning Commission, this ____ day of ____, 202__.

CHAIRMAN - _____

SECRETARY - _____

This plat approved by the Board of County Commissioners of Leavenworth County, Kansas, this day of ____, 202__.

(SEAL)

CHAIRPERSON - MIKE SMITH ATTEST - COUNTY CLERK - FRAN KEPPLER

The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy or adequacy of the design, dimensions, elevations, and quantities.

COUNTY ENGINEER - MITCH PLEAK

This is to certify that this instrument was filed for record in the Register of Deeds office on the ____ day of ____, 2025, in Book ____, Page ____.

REGISTER OF DEEDS, TERRILLOIS G. MASHBURN

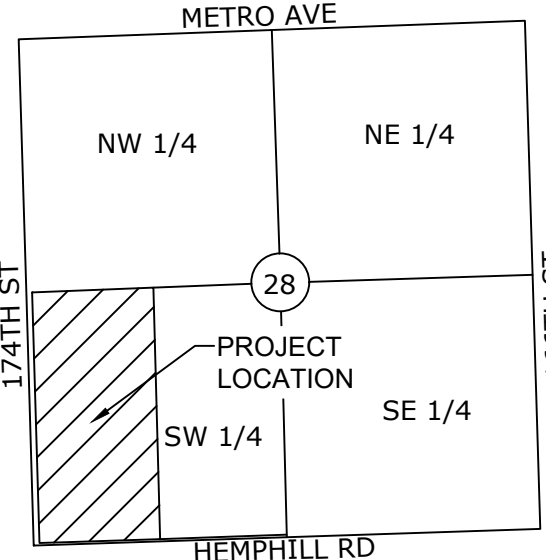
I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary surveys. No field verification is implied. This review is for survey information only.

LEAVENWORTH COUNTY SURVEYOR
DANIEL BAUMCHEN, PS-1363

VICINITY MAP



SCALE: 1"=2000'
SEC. 28-11-22



JOB NO:25-227S

SCALE

150 75 0 150
SCALE IN FEET

SEC-TWN-RNG

28-11-22

PREPARED FOR

ARTHUR P PORTH
TRUST

ADDRESS:
17210 HEMPHILL RD
BONNER SPRINGS, KS 66012

DATE

JUNE 2, 2025

FOUND 1/2" SQUARE BAR (BENT-1" DEEP AT BEND)
NW COR. SW QUARTER SEC. 28-11-22
1. 20.0' E TO NAIL IN PP
2. 21.90' ENE TO PK NAIL IN NORTH BRACE POST
3. 34.30' W TO PK NAIL IN PP

FOUND 1/2" REBAR WITH CAP 1296
NE COR SW QUARTER SEC. 28-11-22
1. 31.45' E TO 60D NAIL IN 18" TREE
2. 6.22' S TO 60D NAIL IN E SIDE POST
3. 10.42' N TO 60D NAIL IN TOP FENCE POST
4. INLINE WITH HEDGE TREE LINE RUNNING EAST
5. FENCE LINES RUNNING N/S/E/W

FOUND 1/2" REBAR NO CAP SW COR. SEC. 28-11-22
1. 38.0' NE TO FOUND 60D NAIL IN THE N FACE OF PP
2. 72.65' ESE TO THE CENTERLINE OF FIRE HYDRANT
3. 4.60' S TO FOUND 5/8" IRON BAR
4. 33.40' SW TO FOUND PK NAIL IN TOP 6"X8" RR TIE POST

FOUND 1" REBAR-SE COR. OF SW 1/4
1. 66.65' NE TO FOUND 60D NAIL IN THE W FACE OF PP
2. 85.00' SE TO FOUND 60D NAIL IN TOP HEDGE COR POST
3. 46.10' SSE TO THE CENTERLINE OF STEEL ROAD SIGN POST
4. 67.10' SW TO FOUND MAG NAIL IN THE NE FACE OF PP

HEMPHILL ROAD

Schweitzer, Joshua

From: Mike Lingenfelter <lingenfelterm@fairmountfd.org>
Sent: Monday, June 9, 2025 11:53 AM
To: Schweitzer, Joshua
Subject: Re: DEV-25-070 Porth Rezone

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.

Joshua
Fairmount Township Fire Department has no issues with the rezoning.

Mike Lingenfelter, Fire Chief
Fairmount Township Fire Department
2624 N 155th St
Basehor, Kansas 66007
Work-[913-724-4911](tel:913-724-4911)
Cell [913-306-0258](tel:913-306-0258)

On Fri, Jun 6, 2025 at 2:37 PM Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov> wrote:

Good Afternoon,

The Department of Planning and Zoning has received an application for a rezoning regarding the properties at 188-28-0-00-00-010 & the west half of 188-28-0-00-00-011 from RR-5 to RR-2.5.

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 June 23, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov.

v / r

Joshua J. Schweitzer

Development Planner

Leavenworth County Planning & Zoning

Schweitzer, Joshua

From: jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>
Sent: Tuesday, June 10, 2025 9:06 AM
To: Schweitzer, Joshua; Magaha, Chuck; Miller, Jamie; Dedেকে, Andrew; Brown, Misty; Khalil, Jon; Noll, Bill; McAfee, Joe; 'lingenfelserm@fairmountfd.org'; 'designgroupshawnee@evergy.com'
Cc: PZ
Subject: Re: DEV-25-070 Porth Rezone

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.

Water is available. There is a 6" water main with an easement running North & South through this Property. Please include RWD#7's 20' Easement.

Kyle Kraemer
Operator Manager

Jalayne Turner
Jalayne Turner
Office Manager
LVRWD # 7
P O Box 97
2451 S. 142nd St.
Bonner Springs, KS 66012-0097
www.lvrwd7.com

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Friday, June 6, 2025 2:37 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedেকে, Andrew <adedেকে@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>; 'designgroupshawnee@evergy.com' <designgroupshawnee@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-070 Porth Rezone

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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 June 23, 2025.

Schweitzer, Joshua

From: McAfee, Joe
Sent: Wednesday, June 11, 2025 8:22 AM
To: Schweitzer, Joshua; Magaha, Chuck; Miller, Jamie; Dedeker, Andrew; Brown, Misty; Khalil, Jon; Noll, Bill
Cc: PZ
Subject: RE: DEV-25-070 Porth Rezone

Josh,
PW Engineering has no comment on the RZ.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Friday, June 6, 2025 2:38 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedeker, Andrew <adedeker@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'jalayne leavenworthrwd7.com' <jalayne@leavenworthrwd7.com>; 'designgroupshawnee@evergy.com' <designgroupshawnee@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-070 Porth Rezone

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v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Schweitzer, Joshua

From: Matt Roecker <Matt.Roecker@evergy.com>
Sent: Wednesday, July 2, 2025 3:57 PM
To: Schweitzer, Joshua
Subject: Re: DEV-25-070 Porth Rezone

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.

Internal Use Only

Joshua,

We have overhead power on that side of the road. We would not have any issues with this.

Thanks
Matt Roecker

Designer 4
o: 913 667-5116
matt.roecker@evergycom

23505 W. 86th Street
Shawnee, Ks 66227

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Wednesday, July 2, 2025 7:17 PM
To: Design Group Shawnee <designgroupshawnee@evergy.com>
Subject: FW: DEV-25-070 Porth Rezone

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Just following up on this to see if you had any comments to provide for the above mentioned case.

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Wednesday, June 18, 2025 9:35 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-070 Porth Rezone

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Friday, June 6, 2025 2:38 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedeker, Andrew <adedeker@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'jalayne leavenworthrwd7.com' <jalayne@leavenworthrwd7.com>; 'designgroupshawnee@evergy.com' <designgroupshawnee@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-070 Porth Rezone

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If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov.

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212

RESOLUTION 2025-25

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from RR-5 to RR-2.5 as defined by the Zoning and Subdivision Regulations of Leavenworth County, Kansas on the following described property:

The Southwest Quarter of Section 28, Township 11 South, Range 22 East of the 6th PM all located in Leavenworth County, Kansas.

WHEREAS, the request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 6th day of June, 2025, and

WHEREAS, the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing for Case DEV-25-070 upon the granting of such request for a Rezoning on the 9th day of July, 2025; and

WHEREAS, 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 30th day of July, 2025, the recommendation of the Leavenworth County Planning Commission.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONS OF LEAVENWORTH COUNTY, KANSAS SITTING IN REGULAR SESSION DOES HEREBY RESOLVE

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission and the findings of fact adopted by the Board of County Commissioners in regular session on the 30th day of July, 2025, and incorporated herein by reference, it is hereby resolved that request for rezoning as described above, also known as 17210 Hemphill Road and 00000 Linwood Road, Parcel Identification Number 188-28-0-00-00-010 and 188-28-0-00-00-011, is hereby granted.
2. The Planning and Zoning Department of Leavenworth County, Kansas is hereby ordered to and directed to cause such designations to be made on the official District Map of Leavenworth County in its custody and to show property herein described to be now zoned RR-2.5. Said District Map previously incorporated by reference by Section 4 of the Zoning and Subdivision Regulations of the Leavenworth County, Kansas is hereby incorporated as part of the Zoning Resolution as amended.
3. This Resolution shall be in full force and effect from and after its adoption and publication in the Leavenworth Times.

Adopted this 30th day of July, 2025
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST:

Jeff Culbertson, Member

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member

**Leavenworth County
Request for Board Action
Resolution 2025-26
Special Use Permit Freedom Storage
*Regular Agenda**

Date: July 30, 2025
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☒ **Legal Review** ☒

Action Requested: Chairman, I find that the proposed Special Use Permit request complies with the Golden Factors as outlined in Case DEV-25-069 based on the recommendations of the planning commission, and findings set forth in staff report as amended by the Planning Commission, as substantiated by the facts, testimony and evidence presented at the public hearing. Therefore, I move to adopt resolution 2025-26 and approve the Special Use Permit outlined in Case DEV-25-069 be approved.

Analysis: The applicants are requesting a Special Use Permit for an existing business that has been operating since it was originally approved in 1997. The SUP will be operating the same as it has been for the past 28 years. The 2024 Zoning Regulation text amendments change requires that any change in ownership with a property that has a SUP; the new owners must submit a new SUP application to continue operations. The new owners have stated that they are not changing anything with the previously approved SUP and will keep operations the same as they stand today. Staff categorizes this SUP as a tier 3 and recommends the SUP to be limited to a period of ten (10) years.

Planning Commission Recommendation: The Planning Commission voted 6-0 (3 absent) to recommend approval of Case No. DEV-25-069 (Resolution 2025-26) of a Special Use Permit for Freedom Storage with conditions as stated in the staff report.

Alternatives:

1. Approve Case DEV-25-069 (Resolution 2025-26), Special Use Permit for Boat and RV Storage for Freedom Storage, with Findings of Fact, and with or without conditions; or
2. Deny Case DEV-25-069 (Resolution 2025-26), Special Use Permit for Boat and RV Storage for Freedom Storage, with Findings of Fact;

Denial: Chairman, I find that the special use permit request as outlined in Case-DEV-25-069 does not comply with the Golden Factors (LIST FACTORS) and hereby move to deny the Special Use Permit as outlined in Case DEV-25-069.

3. Revise or Modify the Planning Commission Recommendation to Case DEV-25-069 (Resolution 2025-26), Special Use Permit for Boat and RV Storage for Freedom Storage, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Remand: Chairman, I move to remand Case DEV-25-069 to the planning commission requesting addition information (STATE REASONS).

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, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-25-069 Freedom Storage

July 9, 2025

REQUEST: Public Hearing Required

- ☐ Zoning Amendment ☒ Special Use Permit
☐ Temporary Special Use Permit

STAFF REPRESENTATIVE:

JOSHUA SCHWEITZER
Development Planner

SUBJECT PROPERTY: 22617 155th Street



APPLICANT/APPLICANT AGENT:

Carlos & Tameka Lopez
3141 N 123rd Terrace
Kansas City, KS 66109

PROPERTY OWNER:

Michael & Amanda Nordues
22617 155th St
Basehor, KS 66007

CONCURRENT APPLICATIONS:

N/A

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL 3 UNITS PER ACRE

LEGAL DESCRIPTION:

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-25-069, Special Use Permit for Freedom Storage for a Boat & RV Storage, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-069, Special Use Permit for Freedom Storage for a Boat & RV Storage, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 6.1 ACRES

PARCEL ID NO:
155-15-0-00-00-034

BUILDINGS:
Existing House and Outbuildings

PROJECT SUMMARY:

Request for Special Use Permit to operate a Boat & RV Storage (PID 155-15-0-00-00-034).

ACCESS/STREET:
155th Street, Collector, ±24', Paved

Location Map: Future Land Use Map Designation

UTILITIES

SEWER: SEPTIC

FIRE: FAIRMOUNT

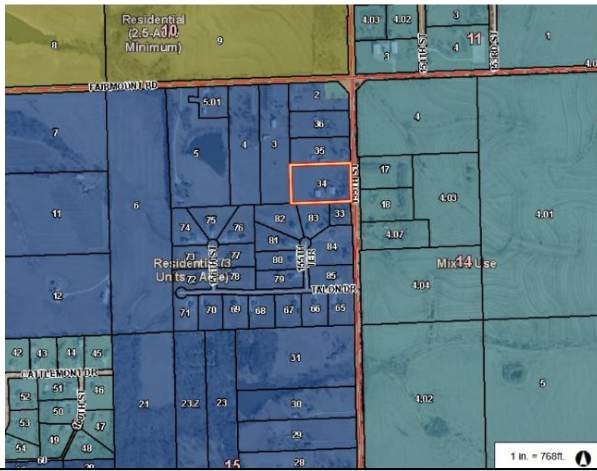
WATER: CRWD#1

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW: 7/1/2025

NEWSPAPER NOTIFICATION:
6/12/2025



NOTICE TO SURROUNDING
PROPERTY OWNERS:
6/18/2025

FACTORS TO BE CONSIDERED:

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

Met

Not Met

1. Character of the Neighborhood:

Density: The area is not densely populated

Nearby City Limits: The City of Basehor is approximately 1 ¾ of a mile south on 155th Street.

Initial Growth Management Area: This parcel is not located within the Urban Growth Area.

✓

2. Zoning and uses of nearby property:

Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature.

Adjacent Zoning: All adjacent properties are zoned RR-2.5 and RR-5.

✓

3. Suitability of the Property for the uses to which is has been restricted:

The property has been operating as a boat & RV storage since 1997 when it was originally approved. The property is suitable as a rural residence, for agricultural uses and the proposed use is allowed with a Special Use Permit.

✓

4. Extent to which removal of the restrictions will detrimentally affect nearby property:

The use is unlikely to detrimentally impact neighboring parcels. The new owners plan to operate the business as it currently stands today. There have been no discussions for expanding the business as of yet.

Traffic: Traffic to the site will be limited. The only employees will be the owners of the property. Customers drop off items and the owners will be placing all items in the storage units themselves.

Lighting: The applicant does not have lighting other than security lighting. If additional lighting is place, staff recommends placing a condition that all lighting shall not increase as measured at the property line.

Outdoor Storage: All vehicles are stored within 3 metal barns that are on the property. Customers do not go into the Outdoor buildings; they just drop their items off and the owners place them in the outdoor storage buildings.

✓

✓

✓
(Condition
10)

✓

| | | |
|--|--|---|
| <i>Parking: Parking is provided and is adequate for the proposed use.</i> <i>Visitors/Employees: Typically, there are 3-4 additional cars per week during the summer months.</i> <i>Waste: The applicant does not store chemicals, lubricants, oils or other chemicals on the property. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.</i> | ✓ ✓ ✓ (Condition 8) | |
| 5. Length of time the property has been vacant as zoned: <input checked="" type="checkbox"/> <i>Vacant: This property has been operating the same business since 1997 when it was originally approved. The new owners plan to operate the business as it stands today.</i> <input type="checkbox"/> <i>Not Vacant:</i> | ✓ | |
| 6. Relative gain to economic development, public health, safety and welfare: <i>The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare. The proposed use will offer a needed service to the surrounding community.</i> | ✓ | |
| 7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Residential 3 units an acre</i> | | ✓ |

STAFF COMMENTS:

The applicants are requesting a Special Use Permit for an existing business that has been operating since it was originally approved in 1997. The SUP will be operating the same as it has been for the past 28 years. The 2024 Zoning Regulation text amendments change requires that any change in ownership with a property that has a SUP; the new owners must submit a new SUP application to continue operations. The new owners have stated that they are not changing anything with the previously approved SUP and will keep operations the same as they stand today. Staff categorizes this SUP as a tier 3 and recommends the SUP to be limited to a period of ten (10) years.

PROPOSED MOTIONS:

1. Approve case DEV-25-069, Special Use Permit Request for Boat & RV Storage with Findings of Fact with a majority vote; or

Motion: Chairman, I find that the special use permit request complies with the Golden Factors and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-069 based on the recommendation of Planning Staff and the findings as set forth in the Staff Report.

2. Deny case DEV-25-069, Special Use Permit Request for Boat & RV Storage without Findings of Fact with a majority vote; or

Motion: Chairman, I find that the special use permit request does not comply with Golden Factors (LIST FACTORS) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-069.

3. Table the case to a date and time certain for additional information.

Motion: Chairman, I move to table Case No. DEV-25-069 to (Date and Time) requesting additional information for (STATE THE REASON(S)).

STAFF RECOMMENDED CONDITIONS:

1. The SUP shall be limited to a period of ten (10) years.
2. This SUP is subject to revocation upon the violation or, or failure to comply with, any condition state herein
3. That no public nuisance be allowed or created upon the subject real property.
4. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
5. The Special Use Permit shall be subject to the written narrative and site plan provided on June 6, 2025.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.
9. No on-street parking shall be allowed.
10. No additional exterior lighting other than normal yard lighting. All business lighting shall no net increase as measured at the property line.
11. Storage of all RV's, boats, and similar vehicles to be within an enclosed building.
12. Noise generated from the business shall be limited to 60 decibels as measured at the property line.
13. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. The Freedom Storage/RV & Boat Storage, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Map
- C: Memorandums

SPECIAL USE PERMIT APPLICATION

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

155-15

034.00

APPLICANT/AGENT INFORMATION

NAME Tameka Lopez AND Carlos Lopez (AMC)
ADDRESS 3141 N 123RD TERRACE
CITY/ST/ZIP KANSAS CITY, KS 66109
PHONE 785-554-2774
EMAIL CLOPEZ2774@GMAIL.COM
CONTACT PERSON CARLOS LOPEZ

OWNER INFORMATION (If different)

NAME Michael and Amanda Nordhues
ADDRESS 22617 155th St
CITY/ST/ZIP Basehor KS 66007
PHONE 405-802-1836
EMAIL AMANDASHAYE23@GMAIL.COM
CONTACT PERSON Amanda Nordhues

PROPERTY INFORMATION

PID: 155-15-0-00-00-034.00 Zoning District: RR-5- see attached
Address of property 22617 155th St, Basehor KS 66007 Parcel size 6 acres- see attached
Current use of the property FREEDOM STORAGE / RV & Boat Storage. TRANSFER OF CURRENTLY ACTIVE SUP #DEV-19-140 -See Attached
Does the owner live on the property? ☒ Yes ☐ No
Proposed Special Use FREEDOM STORAGE / RV & Boat Storage. TRANSFER OF CURRENTLY ACTIVE SUP #DEV-19-140 -See Attached

TAX ASSESSEMENT STATEMENT

Upon the granting of a Special Use Permit by the Leavenworth County Board of County Commissioners, the assessable nature of the above referenced property and structures on the property may result in a change of the Appraised Class and Value and in the next year's Tax Assessment.

I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one) ☒ Yes ☐ 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 and acknowledge the potential of a change in the Appraised Value of my property 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

Carlos Lopez

dotloop verified
05/27/25 11:09 AM CDT
S7TG-00P7-BO2N-L74M

Date

C. Lopez 01/01/2025

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Existing and Proposed Structures SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Number of structures used for Special Use Permit SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Will the use require parking? ☐ Yes ☐ No How many parking spaces are proposed/available? See attached

Is the proposed use seasonal? ☐ Yes ☐ No SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

If yes, what months will the use be active? _____ through _____
Month Month

Reason for requesting a Special Use Permit: TRANSFER TO NEW OWNER

Estimated Traffic

In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit? SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Daily _____ Weekly _____ Monthly _____

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days) in a calendar year. SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Passenger: Months _____ Weeks _____ Days _____

Commercial: Months _____ Weeks _____ Days _____

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):

SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

What is the anticipated route(s) from the nearest State Highway to the Site? _____

SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Special Use Permit Renewal

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:

SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

Have you added any buildings since the SUP was last issued? ☐ Yes ☒ No Any parking? ☐ Yes ☒ No

SAME AS CURRENTLY ACTIVE SUP #DEV-19-140 for Freedom Storage - See Attached

ATTACHMENT B

Janet Klasmink
COUNTY CLERK

Doc #: 2022R04832
TERRILOIS MASHBURN
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
05/19/2022 01:47:03 PM
RECORDING FEE: 55.00
PAGES: 3

Continental Title Company: 22430032

Trustee's Deed

This indenture, made this 15 day of April, 2022, by and between, **Teddie L. Coble and/or Barbara E. Coble, as Trustees of the Teddie L. Coble and Barbara E. Coble Revocable Living Trust dated May 31, 2001 as GRANTOR, and Michael Nordhues and Amanda Nordhues, husband and wife, as Joint Tenants with Rights of Survivorship and not as Tenants in Common as GRANTEE**, whose mailing address is 22617 155th Street, Basehor, KS 66007.

WITNESSETH: That the said GRANTOR, in consideration of the sum of Ten DOLLARS and other good and valuable consideration, in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, does by these presents sell and convey unto said GRANTEE, GRANTEE'S heirs, successors, and assigns, all of the right, title and interest of the said GRANTOR in and to the following described real estate located in the **County of Leavenworth, State of Kansas**, to wit:

Legal Description: A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more fully described as follows:

Beginning at a point 667.87 feet Westerly from the Northeast corner of the said Northeast Quarter; thence Westerly 1313.63 feet; thence Southerly 1320.74 feet; thence Easterly 1981.50 feet to a point on the East line of said Northeast Quarter; thence Northerly 404.91 feet along said East line of said Northeast Quarter; thence Westerly 664.00 feet; thence Northerly 913.47 feet to the Point of Beginning, less any part thereof taken or used for road purposes,

AND ALSO LESS THE FOUR PARCELS LISTED BELOW:

Parcel 1

The West 10 acres of the following described tract:

Beginning at a point 667.87 feet Westerly from the Northeast corner of the said Northeast Quarter; thence Westerly 1313.63 feet; thence Southerly 1320.75 feet; thence Easterly 1981.50 feet to a point on the East line of said Northeast Quarter; thence Northerly 404.91 feet along said East line of said Northeast Quarter; thence Westerly 664.00 feet; thence Northerly 913.47 feet to the Point of Beginning,

Parcel 2

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West, 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section; thence South 89°25' West, 329.63 feet to the True Point of Beginning; thence South 00°01'05" West, 1318.76 feet; thence

South 89°18'20" West, 330.00 feet; thence North 00°04'06" East, 1319.42 feet; thence North 89°25' East, 328 feet to the True point of Beginning

Parcel 3

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section; thence South 89°25' West, 657.63 feet to the True Point of Beginning; thence South 00°04'06" West, 1319.42 feet; thence South 89°18'20" West, 330.00 feet; thence North 00°09'17" East, 1320.06 feet; thence North 89°25' East, 328.00 feet to the True Point of Beginning,

Parcel 4

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West, 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section to the True Point of Beginning; thence South 00° West, 1318.13 feet; thence South 89°18'20" West, 329.22 feet; thence North 00°01'05" East, 1318.76 feet; thence North 89°25' East, 329.63 feet to the True Point of Beginning, in Leavenworth County, Kansas.

Note: Subject to all easements, restrictions and reservations, if any, now of record.

This Deed is made and given by the GRANTOR as Trustee(s) pursuant to the power of sale contained in the aforesaid Trust Agreement, which Agreement remains in full force and effect at this time. And the GRANTOR further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

To have and to hold the premises aforesaid with all, and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining thereto, unto the GRANTEE, and unto GRANTEE heirs, successors, and assigns forever; the said GRANTOR hereby covenants that an indefeasible estate in fee of the aforesaid premises is vested in the said GRANTOR; that the said premises unto the said GRANTEE and unto GRANTEE'S heirs, successors, and assigns forever, against the lawful claims and demands of all persons whomsoever.

OWNER AUTHORIZATION

I/WE Michael & Amanda Nordhues, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 26TH day of MAY, 20 25 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 CARLOS & TAMEKA LOPEZ (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, 22617 155th St, Basehor KS 66007 (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

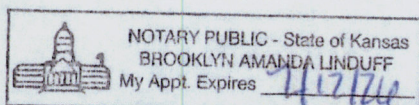
Amanda S Nordhues
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 29th day of January, 20 25,
by Michael & Amanda Nordhues.

My Commission Expires: 2/12/26

[Signature]
Notary Public



ATTACHMENT C

We are Not Requesting Any Changes to the
Current SUP

We are applying for a renewal of Special Use Permit for our storage business. We store RV's, trailers, and pontoons. They are stored in 3 metal barns, on the property, at 22617 155th St, Basehor, Ks 66007, and we have not plans to add any new ones.

Our legal description of the property is: 155-15-0-00-00-034.00-0 Section -15 township 10 Rng 22E, S15, T10, R22E, REG 915,7's and 30" W NE Cor S404.91', W614', N404.91', E629' to POB (Taken from the tax statement)

We have no employees, but ourselves, and the persons storing can drop off item when they are ready to have them put away. We put all the items away, and get all items out for the customers and carry insurance in case we might damage anything.

There is a sign in the front yard (used by previous owners of property for advertising vegetables), that show we store Rvs and Boats, and our phone number. It is approximately 6 foot high, and 4 foot wide.

We have no use of any chemicals, only gasoline, or diesel which operates the unit being moved, or our tractor that moves boats, or pontoons. Nothing is stored outside of the buildings.

We have security cameras placed around the area to monitor anyone coming on the property, and all buildings have fire extinguishers in the unlikely event of a fire.

We have approximately 30 units at this time, some stored year round, and some only 6 months, fall to spring. The units are picked up possibly 3 or 4 a week during the summer months, and nothing is usually moved during winter months.

We have a large driveway that accommodates parking of more units then we actually every have out at one time.

Our property of 6 areas is totally fenced, with one main gate for entrance.

We would like a renewal for 20 years.

12/20/2019

22617 155th St, Basehor, KS - 2 Bed, 2 Bath Farm/Ranch | Trulia

Map

Street View

Schools

Crime

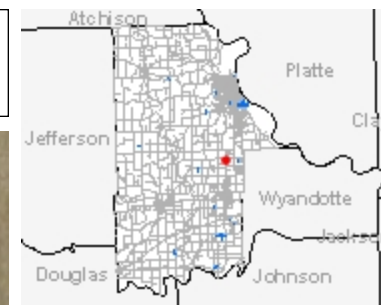
Commute

Shop & Eat



Imagery ©2019, Maxar Technologies, U.S. Report a map error

Leavenworth County, KS



Legend

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



94.8 0 47.41 94.8 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

RESOLUTION 2020-21

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for a Small Limited Business – Coble RV and Boat Storage on the following described property:

A tract of land in the North East quarter of Section 15, Township 10 South, Range 22 east of the 6th PM, in Leavenworth County, Kansas more commonly known as 22617 155th Street.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 20th day of December, 2020, 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 for a Special Use Permit on the 10th day of June, 2020; 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 Special Use Permit be approved, subject to special conditions as set forth; and

WHEREAS, the Board of County Commission considered, in session on the 1st day of July, 2020, the recommendation of the Leavenworth County Planning Commission.

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

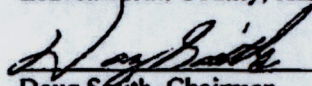
1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 1st day of July, 2020, and incorporated herein by reference;

That Case No. DEV-19-140, Special Use Permit for a small limited business – Coble RV & Boat Storage approved subject to the following conditions:

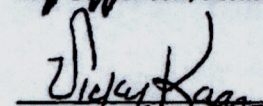
1. The SUP shall be limited to a period of twenty (20) years.
2. No additional exterior lighting other than normal yard lighting.
3. Storage of all RV's, boats and similar vehicles to be within an enclosed building.
4. The applicant shall provide a certificate of liability insurance for \$1,000,000 per occurrence with Leavenworth County listed as the policy holder.
5. No signage is allowed in the right-of-way. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. This SUP shall be limited to the Narrative dated December 20, 2019 submitted with this application.
7. 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.

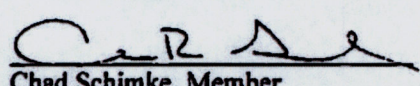
Located in Section 15, Township 10 South, Range 22 East, also known as 22617 155th St.,
parcel no. 155-15-0-00-00-034.00-0 in Leavenworth County, Kansas.

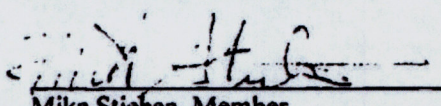
Adopted this 1st day of July, 2020
Board of County Commission
Leavenworth, County, Kansas


Doug Smith, Chairman

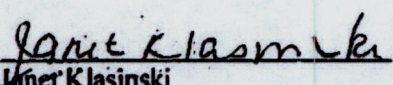

Jeff Culbertson, Member

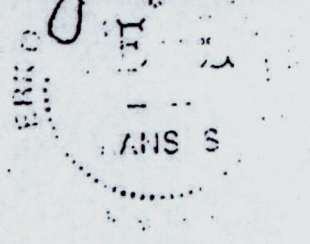

Vicky Kaaz, Member


Chad Schimke, Member

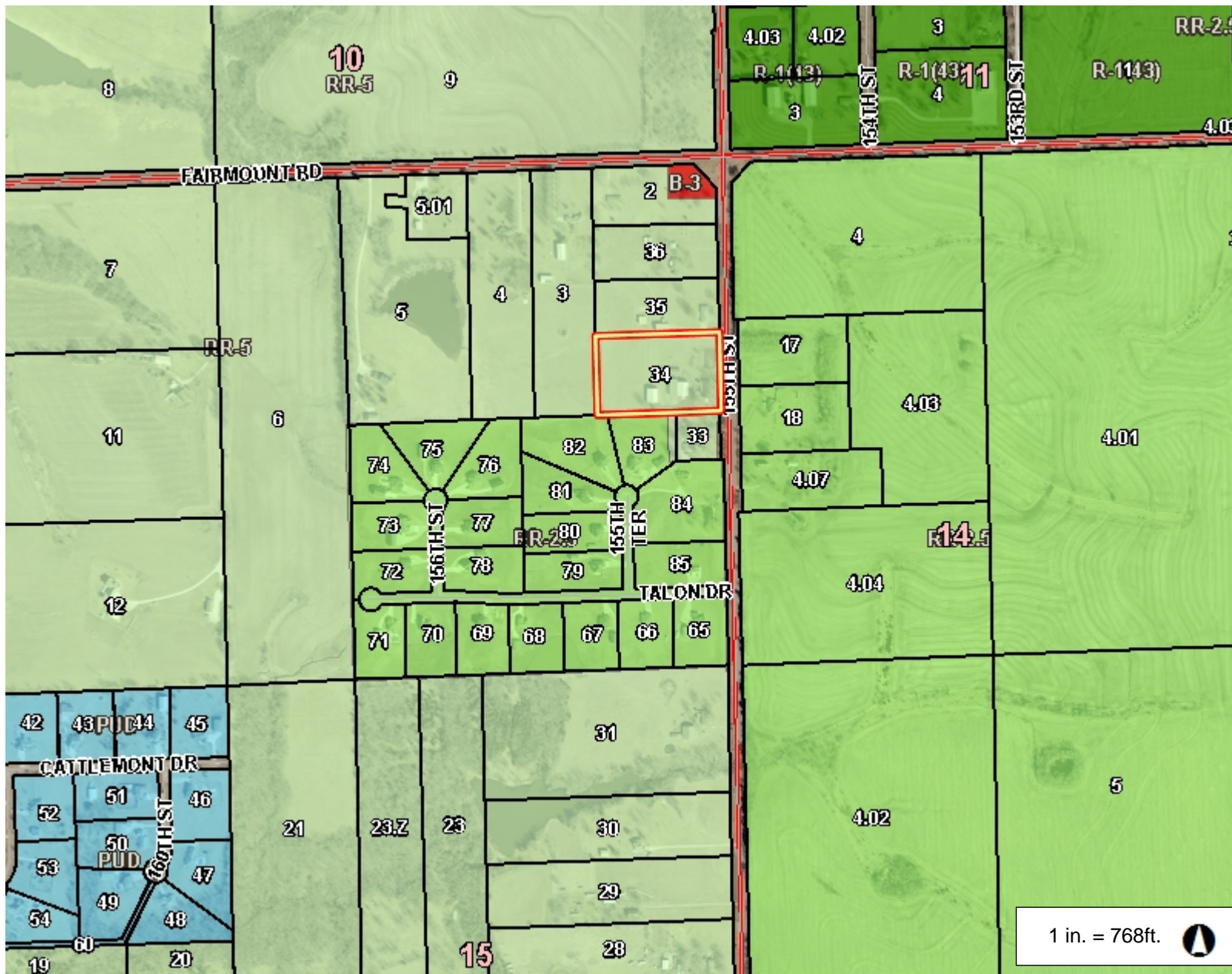

Mike Stieben, Member

ATTEST


Janet Klasinski



Leavenworth County, KS



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary
- Zoning
- B-1
- B-2
- B-3
- I-1
- I-2
- I-3
- MXD
- PC
- PI
- PR-1
- PR-2
- PR-3

1 in. = 768ft.



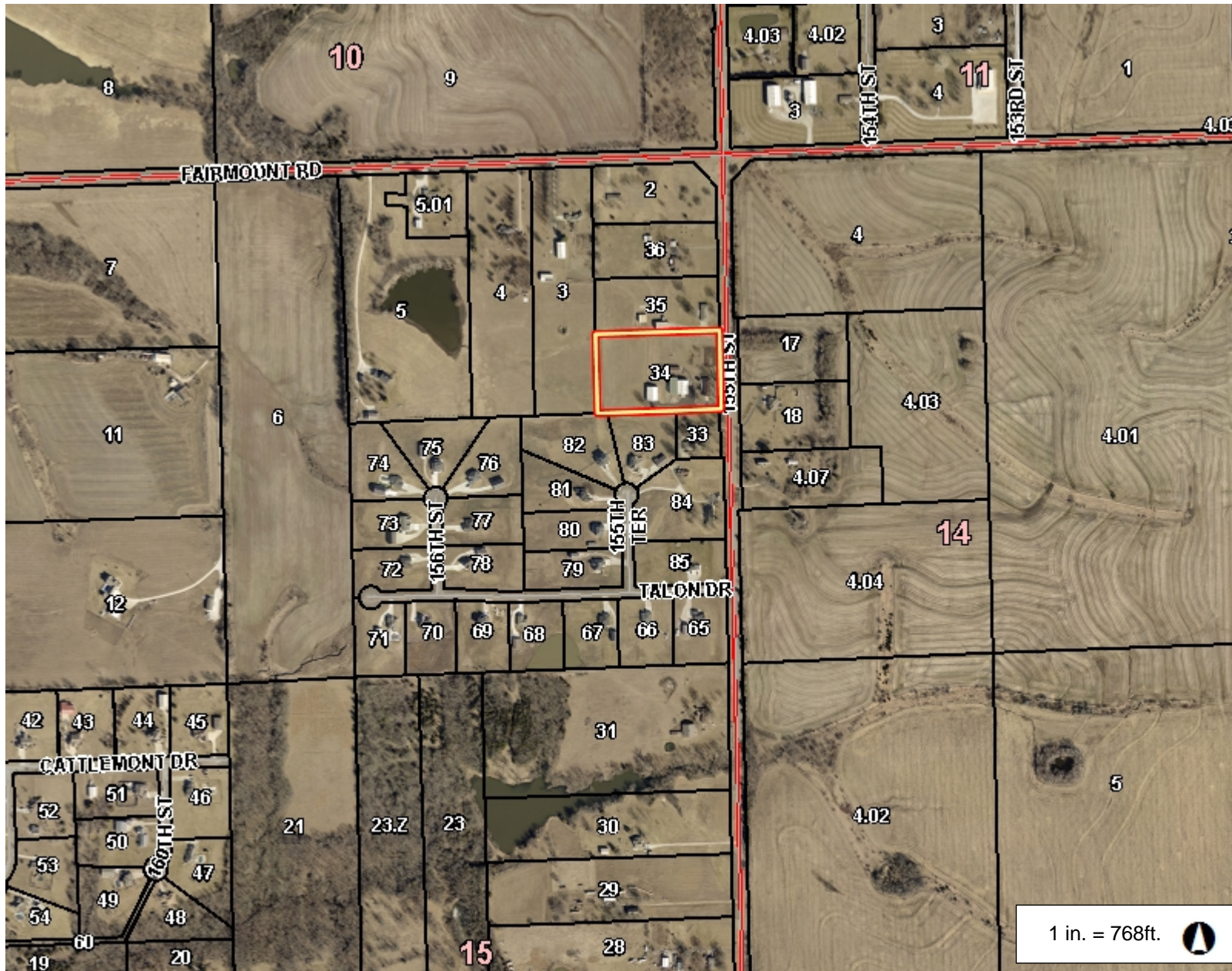
1,535.6 0 767.80 1,535.6 Feet

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

Leavenworth County, KS



Legend

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

1 in. = 768ft.



1,535.6 0 767.80 1,535.6 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

Schweitzer, Joshua

From: Noll, Bill
Sent: Monday, June 16, 2025 9:30 AM
To: Schweitzer, Joshua; Magaha, Chuck; Miller, Jamie; Brown, Misty; Khalil, Jon; McAfee, Joe; Dedeker, Andrew
Cc: Jacobson, John; Allison, Amy
Subject: RE: DEV-25-069 Special Use Permit - Freedom Storage Boat & RV Storage

A review of the application for a special use permit reveals that the application meets the standards that were in place at the time the original application was submitted and SUP # was approved by the Board of County Commission.

Bill Noll

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Monday, June 9, 2025 12:33 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; Dedeker, Andrew <adedeker@lvsheriff.org>
Cc: Jacobson, John <JJacobson@leavenworthcounty.gov>; Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: DEV-25-069 Special Use Permit - Freedom Storage Boat & RV Storage

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for a property located at 22617 155th St..

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 June 24, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Wednesday, June 18, 2025 8:47 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-069 Special Use Permit - Freedom Storage Boat & RV Storage

We have not received any complaints on this property. The property does have a non-permitted ADU on it with a non-permitted, non-compliant septic system servicing it.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Friday, June 6, 2025 2:10 PM
To: 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'mfulkerson@crwd1.com' <mfulkerson@crwd1.com>; 'designgroupleavenworth@evergy.com' <designgroupleavenworth@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-069 Special Use Permit - Freedom Storage Boat & RV Storage

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for a property located at 22617 155th St..

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 June 23, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Schweitzer, Joshua

From: Mike Lingenfelter <lingenfelterm@fairmountfd.org>
Sent: Monday, June 9, 2025 11:49 AM
To: Schweitzer, Joshua
Subject: Re: DEV-25-069 Special Use Permit - Freedom Storage Boat & RV Storage

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.

Joshua
Fairmount Township Fire Department has no issues with the SUP.

Mike Lingenfelter, Fire Chief
Fairmount Township Fire Department
2624 N 155th St
Basehor, Kansas 66007
Work-[913-724-4911](tel:913-724-4911)
Cell [913-306-0258](tel:913-306-0258)

On Fri, Jun 6, 2025 at 2:09 PM Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov> wrote:

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for a property located at 22617 155th St..

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 June 23, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov

v / r

Joshua J. Schweitzer

Development Planner

Leavenworth County Planning & Zoning

June 9, 2025

Joshua Schweitzer
Development Planner
Leavenworth County Planning and Zoning
300 Walnut St. Ste. 030
Leavenworth, KS 66048

Re: DEV-25-069 Nordhues Special Use Permit

Dear Mr. Schweitzer,

Consolidated Water District #1 has reviewed the RV Storage special use permit for 22617 155th St.
The Water District submits the following comments:

1. Consolidated Water District #1 has no objections to the Special Use Permit.
2. The nearest fire hydrant is located across the street and south, approximately 235 feet from the applicant's south property line. See attached map.

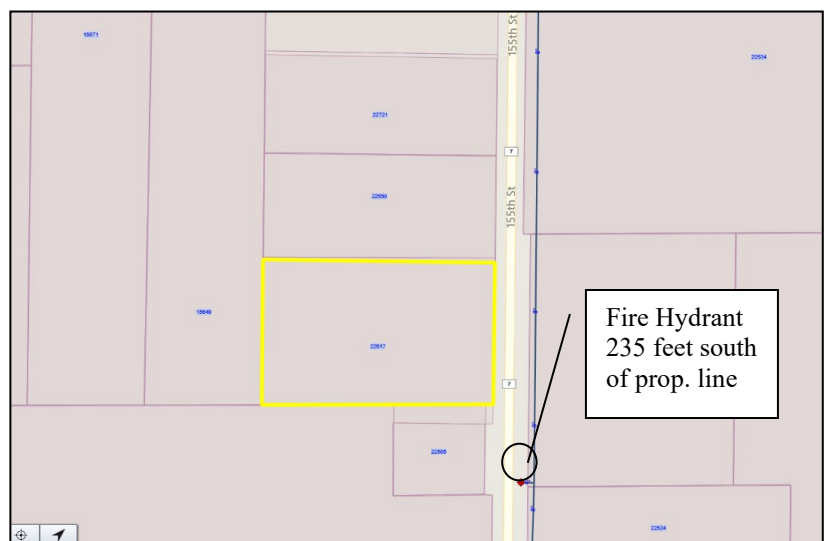
If you have any additional questions, please contact me at your convenience.

Respectfully,

Mike Fulkerson

Mike Fulkerson
General Manager

Cc; file



RESOLUTION 2025-26

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for a Boat & RV Storage – Freedom Storage on the following described property:

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more fully described as follows: Beginning at a point 667.87 feet Westerly from the Northeast corner of the said Northeast Quarter; thence Westerly 1313.63 feet; then Southerly 1320.74 feet; then Easterly 1981.50 feet to a point on the East line of said Northeast Quarter; thence Northerly 404.91 feet along said East line of said Northeast Quarter; thence Westerly 664.00 feet; thence Northerly 913.47 feet to the Point of Beginning, less part thereof taken or used for road purposes

AND ALSO LESS THE FOUR PARCELS LISTED BELOW:

Parcel 1

The West 10 acres of the following described tract: Beginning at a point 667.87 feet Westerly from the Northeast corner of the said Northeast Quarter; thence Westerly 1313.63 feet; thence Southerly 1320.75 feet; thence Easterly 1981.50 feet to a point on the East line of said Northeast Quarter; thence Northerly 404.91 feet along said East line of said Northeast Quarter; thence Westerly 664.00 feet; thence Northerly 913.47 feet to the Point of Beginning,

Parcel 2

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West, 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section; thence South 89°25' West, 329.63 feet to the True Point of Beginning; thence South 00°01'05" West, 1318.76 feet; thence South 89°18'20" West, 330.00 feet; thence North 00°04'06" East, 1319.42 feet; thence North 89°25' East, 328 feet to the True point of Beginning

Parcel 3

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section; thence South 89°25' West, 657.63 feet to the True Point of Beginning; thence South 00°04'06" West, 1319.42 feet; thence South 89°18'20" West, 330.00 feet; thence North 00°09'17" East, 1320.06 feet; thence North 89°25' East, 328.00 feet to the True Point of Beginning,

Parcel 4

A tract of land in the Northeast Quarter of Section 15, Township 10 South, Range 22 East of the 6th PM, more specifically described as follows: Commencing at a point South 89°25' West, 667.87 feet and South 00° West, 35 feet from the Northeast corner of said Quarter Section to the True Point of Beginning; thence South 00° West, 1318.13 feet; thence South 89°18'20" West, 329.22 feet; thence North 00°01'05" East, 1318.76 feet; thence North 89°25' East, 329.63 feet to the True Point of Beginning, in Leavenworth County, Kansas.

WHEREAS, a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 6th day of June, 2025, and

WHEREAS, the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 9th day of July, 2025; and

WHEREAS, the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

WHEREAS, the Board of County Commission considered, in session on the 30th day of July, 2025, the recommendation of the Leavenworth County Planning Commission.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS SITTING IN REGULAR SESSION DOES HEREBY RESOLVE:

1. Based upon the findings as set forth in the staff report and as adopted by the Planning Commission; and,
2. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
3. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 30th day of July, 2025, and incorporated herein by reference;

That Case No. DEV-25-069, Special Use Permit (SUP) for a Boat & RV Storage – Freedom Storage be conditionally approved subject to the performance and observation of the following conditions:

1. The SUP shall be limited to a period of ten (10) years.
2. This SUP is subject to revocation upon the violation or, or failure to comply with, any condition state herein
3. That no public nuisance be allowed or created upon the subject real property.
4. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
5. The Special Use Permit shall be subject to the written narrative and site plan provided on June 6, 2025.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.
9. No on-street parking shall be allowed.
10. No additional exterior lighting other than normal yard lighting. All business lighting shall no net increase as measured at the property line.
11. Storage of all RV's, boats, and similar vehicles to be within an enclosed building.
12. Noise generated from the business shall be limited to 60 decibels as measured at the property line.
13. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. The Freedom Storage/RV & Boat Storage, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

Located in Section 15, Township 10 South, Range 22, in Leavenworth County, Kansas more commonly known as 22617 155th Street.

Adopted this 30th day of July, 2025
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST:

Jeff Culbertson, Member

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member

Leavenworth County
Request for Board Action
Case No. DEV-25-062/063
Preliminary & Final Plat Sarll's 3rd Addition
Regular Agenda

Date: July 23, 2025
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☒ **Legal Review** ☒

Action Request:

Chairman, I find that the proposed Final Plat as outlined in case DEV-25-063 is compliant with the County Zoning & Subdivision Regulations and move that the proposed Final Plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

Analysis: The applicant is proposing to divide a 14.70-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Both lots will approximately be 6.5 acres. Both lots exceed the lot-depth to lot-width ratio by approximately 150', which requires an exception. If the exception were to be approved, both lots meet the RR-5 zoning district requirements. During the Preliminary Plat phase, an exception was granted for Article 50 Section 40.3.i. Lot-depth to Lot-width.

Recommendation: The Planning Commission voted 6-0 (3 absent) to recommend approval of Case No.DEV-25-062/063, Preliminary and Final Plat for Sarll's 3rd Addition subject to conditions.

Alternatives:

1. Approve Case No. DEV-25-062/063, Preliminary and Final Plat for Sarll's 3rd Addition, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-25-062/063, Preliminary and Final Plat for Sarll's 3rd Addition, with Findings of Fact; or

Denial: Chairman, I find that proposed Final Plat as outlined in case DEV-25-063 does not comply with the County Zoning & Subdivision Regulations (list Article and Section #) and move to deny the Final Plat as outlined in Case DEV-25-063

3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-25-062/063, Preliminary and Final Plat for Sarll's 3rd Addition, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Remand: Chairman, I move to remand Case DEV-25-063 to the planning commission requesting addition information for (STATE THE REASONS).

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

LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT

CASE NO: DEV-25-062 & 063 Preliminary & Final Plat Sarlls 3rd Addition

July 9, 2025

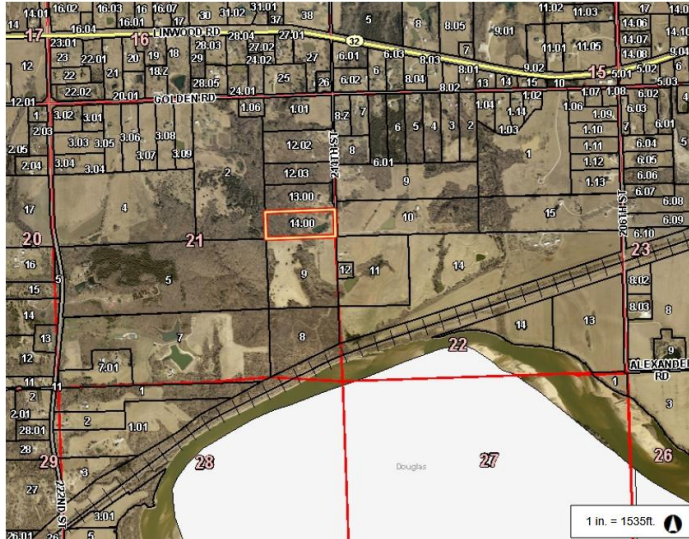
REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 12051 214th Street



APPLICANT/APPLICANT AGENT:

Krystal Voth
Atlas Land Consulting
14500 Parallel Road Suite R
Basehor, KS 66007

PROPERTY OWNER:

Andrew & Laura Buckman
Leigh Ann Wilkening
3007 W. 49th Terrace
Westwood, KS 66205

CONCURRENT APPLICATIONS:
NONE

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RR-2.5

LEGAL DESCRIPTION:

A Minor Subdivision in the Northeast Quarter of Section 21, Township 12 South, Range 21, East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: Sarlls 2nd Addition

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-25-062 & 063 Preliminary & Final Plat Sarlls 3rd Addition, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-062 & 063 Preliminary & Final Plat Sarlls 3rd Addition to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 14.70 ACRES

PARCEL ID NO:
225-21-0-00-00-014

BUILDINGS:
Outbuildings

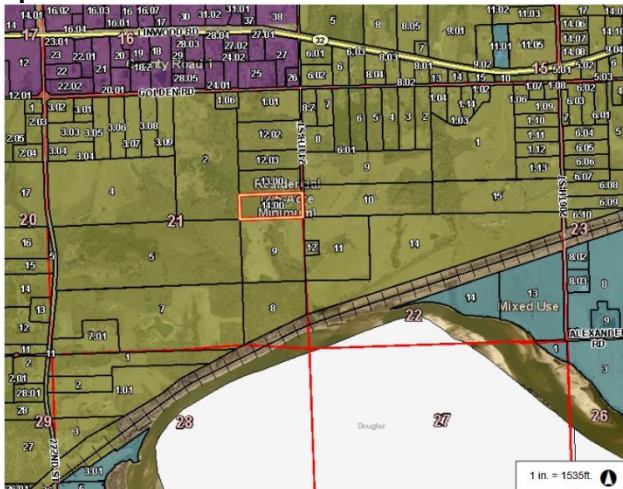
PROJECT SUMMARY:

Request for a final plat approval to subdivide property located at 12051 214th Street (225-21-0-00-00-014) as Lots 01 through 04 of Sarlls 3rd Addition.

ACCESS/STREET:

214th Street - Local, Gravel \pm 22'

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: FD# 2

WATER: RWD 10

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:
7/1/2025

NEWSPAPER NOTIFICATION:
N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**
N/A

| STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i> | | | |
|--|--|------------|----------------|
| Leavenworth County Zoning and Subdivision Standards: Preliminary Review | | Met | Not Met |
| 35-40 | Preliminary Plat Content | X | |
| 40-20 | Final Plat Content | X | |
| 41-6 | Access Management | X | |
| 41-6.B.a-c. | Entrance Spacing | X | |
| 41-6.C. | Public Road Access Management Standards | X | |
| 43 | Cross Access Easements | X | |
| 50-20 | Utility Requirements | X | |
| 50-30 | Other Requirements | X | |
| 50-40 | Minimum Design Standards | | X |
| | Exception requested from Article 50, Section 40.3.i | | |
| 50-50 | Sensitive Land Development | N/A | |
| 50-60. | Dedication of Reservation of Public Sites and Open Spaces | N/A | |

STAFF COMMENTS:

The applicant is proposing to divide a 14.70-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Both lots will approximately be 6.5 acres. Both lots exceed the lot-depth to lot-width ratio by approximately 150', which requires an exception. If the exception were to be approved, both lots meet the RR-5 zoning district requirements.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the Sarlls 3rd Addition subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available. If the infrastructure is not available to support fire hydrants, a letter from the Water District stating such must be provided prior to any building permit being issued.
5. An exception from Article 50, Section 40.3.i. has been approved for Lots 1 & 2.
6. All review comments made by county staff.
7. The developer must comply with the following memorandums:
Memo – RWD 10, dated April 25, 2025

PROPOSED MOTIONS:

Approve case DEV-25-062/063, a request to plat the property located at 12051 214th Street into a 2-lot subdivision in conformance with the Zoning and Subdivision Regulations with a majority vote; or

Motion: Chairman, I find that the subdivision request complies with the Zoning and Subdivision Regulations and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-062/063 based on the recommendation of Planning Staff and the findings as set forth in the Staff Report.

Deny case DEV-25-062/063, a request to plat the property located at 12051 214th Street into a 2-lot subdivision not in conformance with the Zoning and Subdivision Regulations with a majority vote; or

Motion: Chairman, I find that the subdivision request does not comply with the Zoning and Subdivision Regulations (list Article and Section #) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-062/063.

Table the case to a date and time certain for additional information.

Motion: Chairman, I move to table Case No. DEV-25-062/063 to (Date and Time) requesting additional information for (STATE THE REASON(S)).

ATTACHMENTS:

A: Application & Narrative

B: Zoning Map

C: Road Map (A minimum of 1/4 mile)

D: Memorandums

FINAL PLAT APPLICATION

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

Office Use Only

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

APPLICANT/AGENT INFORMATION

NAME: Krystal Voth, Atlas Land Consulting

MAILING ADDRESS: 14500 Parallel

CITY/ST/ZIP: Basehor, KS 66007

PHONE: 417-622-2907

EMAIL : krystal@alconsult-llc.com

OWNER INFORMATION

NAME: Andre & Laura Buckman & Leigh Ann Wilkening

MAILING ADDRESS: 3007 W. 49th Terrace

CITY/ST/ZIP: Westwood, KS 66205

PHONE: Leigh Ann - 913-634-4149

EMAIL: Andrew - buckmanandrew@gmail.com

GENERAL INFORMATION

Proposed Subdivision Name: Sarlls 3rd Edition

Address of Property: 12051v214th Street, Linwood, KS 66205

PID: 225-21-0-00-00-014.00 Urban Growth Management Area: NA

SUBDIVISION INFORMATION

| | | |
|--|---|---------------------------------|
| Gross Acreage: <u>14.7</u> | Number of Lots: <u>2</u> | Minimum Lot Size: <u>6.47</u> |
| Maximum Lot Size: <u>6.47</u> | Proposed Zoning: <u>RR 5</u> | Density: |
| Open Space Acreage: | Water District: <u>RWD 10</u> | Proposed Sewage: <u>On Site</u> |
| Fire District: <u>FD2</u> | Electric Provider: <u>Evergny</u> | Natural Gas Provider: |
| Covenants: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Road Classification: <u>Local - Collector - Arterial - State - Federal</u> | <u>Local</u> |
| | Cross-Access Easement Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Is any part of the site designated as Floodplain? ☐ Yes ☒ No if yes, what is the panel number:

I, the undersigned, am the 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 final plat approval as indicated above.

Signature: Krystal A. Voth, Atlas Land Consulting

Date: 5/13/2025

ATTACHMENT A

Alliance Nationwide Title Agency, LLC

832-B North Main Street

Lansing, KS 66043

INFORMATIONAL REPORT

Date Ordered:03/26/2025

File:KS-ANTA-LV-503616

Property Address: 12051 214 Street, Linwood, KS 66052

Legal Description:

Lot 2, Sarlls 2nd Addition, in Leavenworth County, Kansas, according to the recorded plat thereof.

***** CONVEYANCES *****

Larry D Sarlls and Janice L Sarlls, husband and wife to Larry D Sarlls and Janice L Sarlls, a married couple as joint tenants by deed dated 10/10/2018 and recorded on 10/29/2018 as Document 2018R08818 in the Official Records of the Leavenworth County Register of Deeds.

David M Bakarich and Carmen D Bakarich, a married couple to Larry D Sarlls and Janice L Sarlls, as joint tenants by deed dated 09/13/2022 and recorded on 09/15/2022 as Document 2022R08601 in the Official Records of the Leavenworth County Register of Deeds.

Larry D Sarlls and Janice L Sarlls, a married couple, to Andrew Buckman and Laura Buckman, a married couple and Leigh Anna Wilkening, a married person, as joint tenants by deed dated March 7, 2025 and recorded March 7, 2025 as Document No. 2025R01459 in the Official Records of the Leavenworth County Register of Deeds.

***** MORTGAGE(S)/DEEDS OF TRUST(S) *****

Mortgage from Andrew Buckman and Laura Buckman and Leigh Anna Wilkening to Argentine Federal Savings ISAOA/ATIMA dated March 7, 2025 in the original principal amount of \$248,000.00 and recorded on March 7, 2025 at 01:04pm as Instrument #2025R01460 in the official records of the Leavenworth County Register of Deeds.

***** LIENS *****

NONE FOUND

***** MISC. *****

Building Setback Lines, Easements, Covenants and Restrictions as recorded as document #2018P00008.

Building Setback Lines, Easements, Covenants and Restrictions as recorded as document #2023P00013.

Terms and conditions of the Easement to the Board of County Commissioners recorded in Book 785 at Page 1170.

Terms and conditions of the Right of Way to Western Resources, Inc., recorded in Book 773 at Page 452.

Terms and conditions of the Oil and Gas Lease recorded in Book 563 at Page 1183, and any assignments

OWNER AUTHORIZATION

I/WE Leigh Anna Wilkening, ANDREW & LAURA BUCKMAN, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 6th day of April, 2025, 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 Exhibit A attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize Atlas Land Consulting (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, 12051 24th St Leavenworth KS 66052 (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.

LAW
Owner

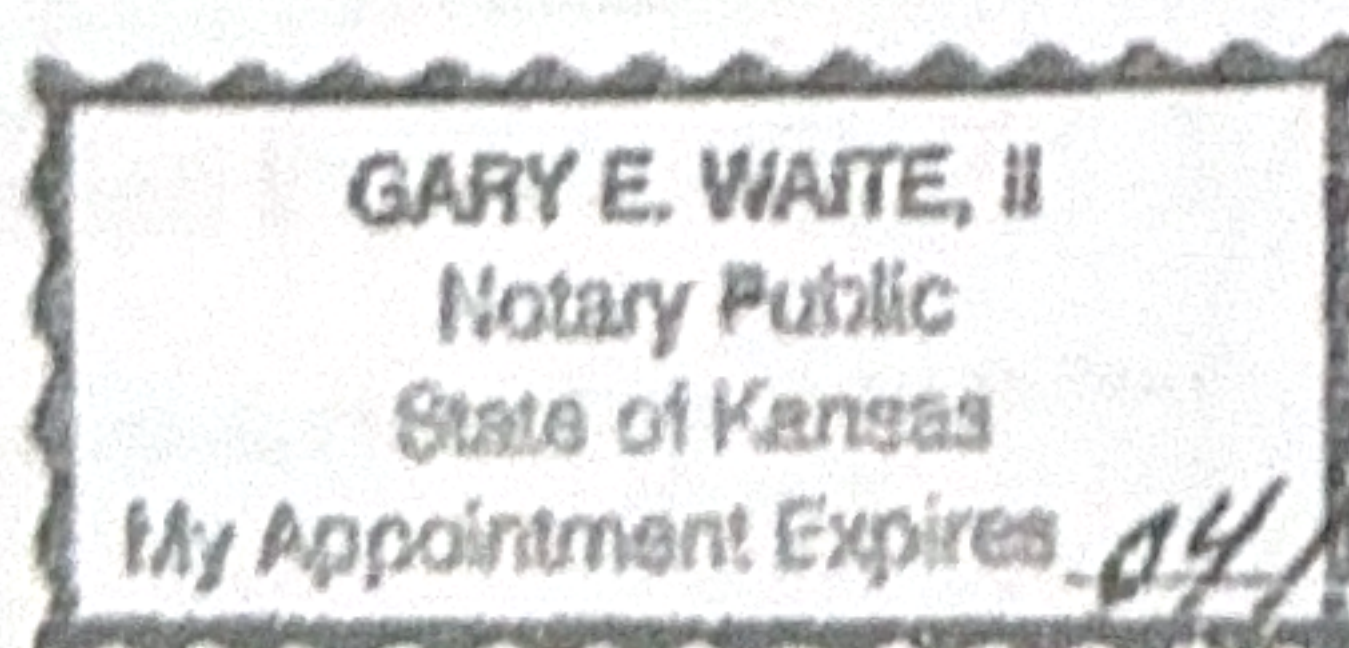
AB LB
Owner AB LB

STATE OF KANSAS
COUNTY OF LEAVENWORTH

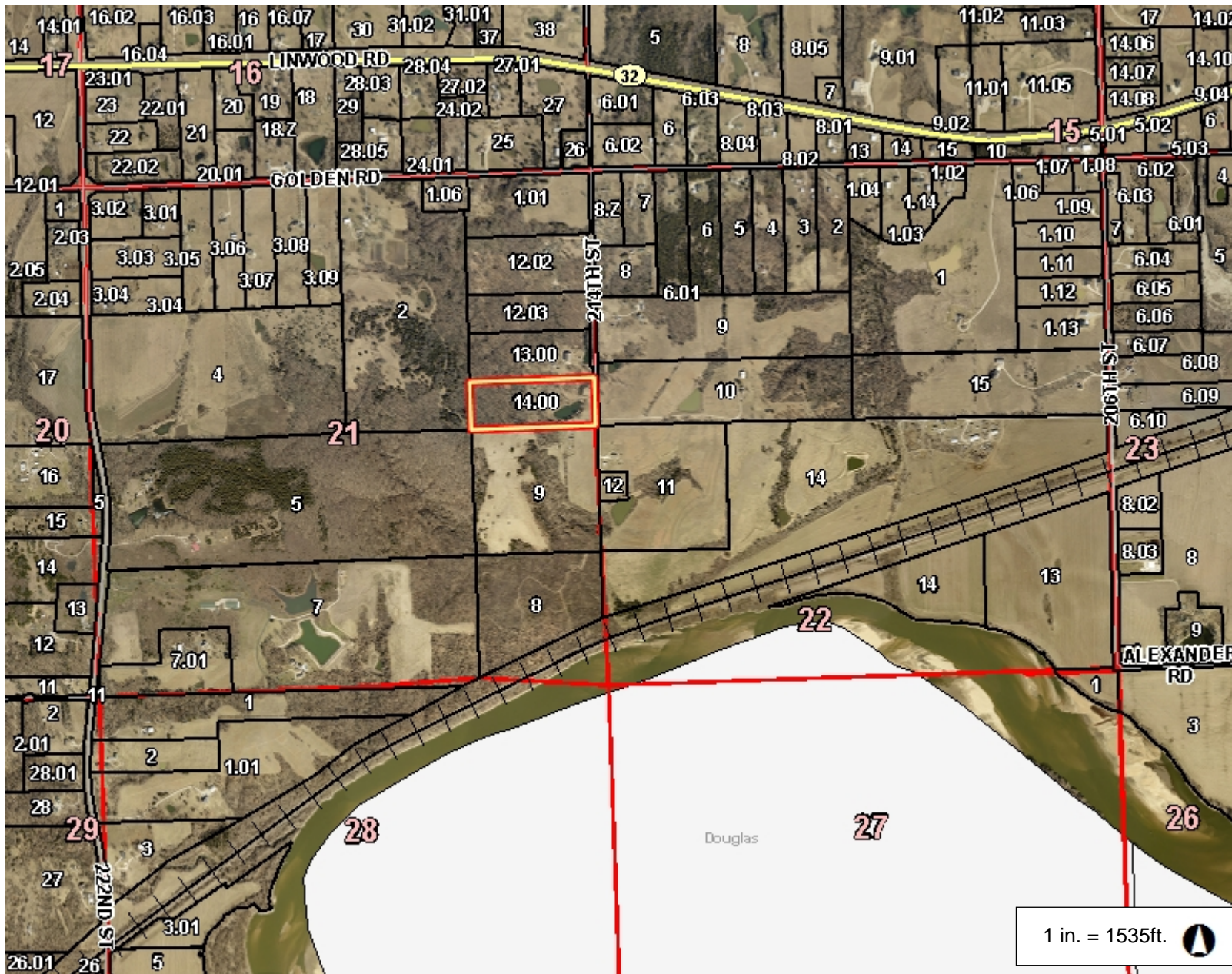
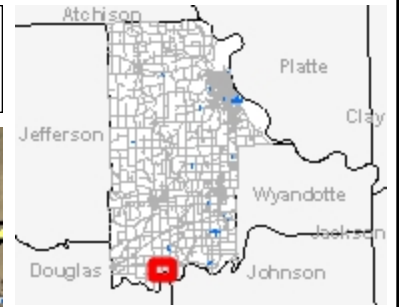
The foregoing instrument was acknowledge before me on this 6th day of May, 2025
by Leigh Anna Marie Wilkening

My Commission Expires: 04/03/2027

Gary E. Waite
Notary Public



Leavenworth County, KS



Legend

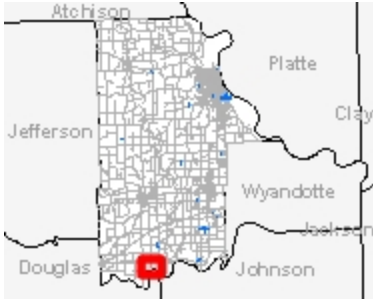
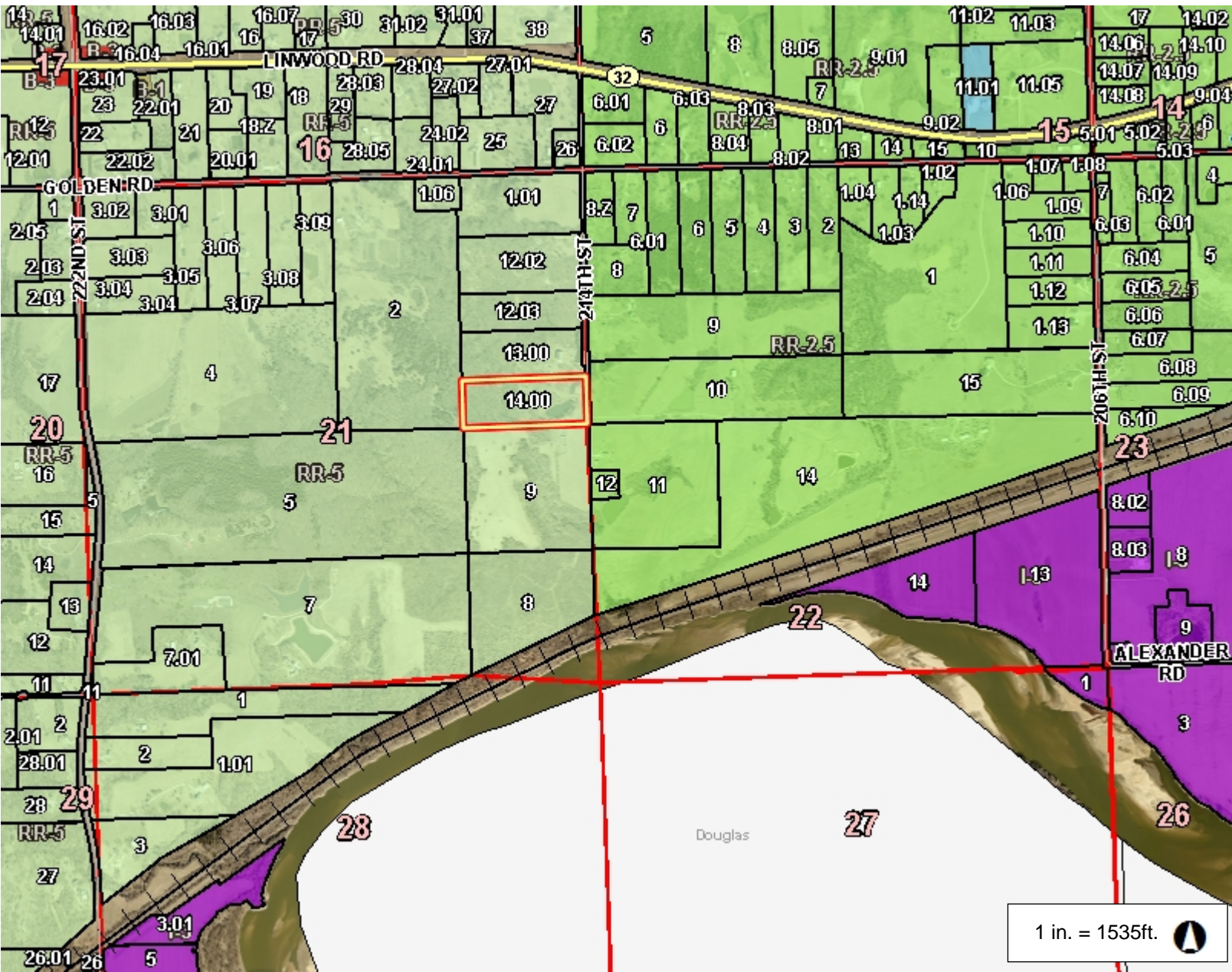
- Parcel Number
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary

Notes

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

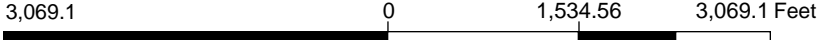
Leavenworth County, KS



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary
- Zoning
- B-1
- B-2
- B-3
- I-1
- I-2
- I-3
- MXD
- PC
- PI
- PR-1
- PR-2
- PR-3

Notes



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

Krystal Voth
Atlas Land Consulting
14500 Parallel Road
Basehor, KS 66007

417-622-2907
Krystal@alconsult-llc.com

05/13/2025

Mr. John Jacobson
Leavenworth County Planning & Zoning Director
300 Walnut, Leavenworth, KS 66048

Mr. Jacobson

Thank you for the opportunity to submit a Preliminary and Final Plat for a two-lot subdivision to be known as "Sarlls 3rd Edition, a Replat of Lot 2, Sarlls 2nd Edition." This two-lot plat will create two lots which are unable to meet the requirements for the 3.5:1 ratio for lots under 10 acres. The two lots will be deficient by approximately 145'. Per Article 56 of the Zoning and Subdivision Regulations, an exception can be granted provided the following criteria are met:

1. That there are special circumstances or conditions affecting the property. The property is an existing lot which has been previously platted. The lot as it exists today is quite large, more than 14 acres and is more than 1,200 feet deep. The lot has approximately 500' of road frontage. Due to the size, width and depth of the property, it is not possible to meet the width-to-depth requirement without an exception.
2. That the exception is necessary for the reasonable and acceptable development of the property in question. If not granted, the property is not able to be divided in the manner presented.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to adjacent property. Granting the exception is not likely

to be detrimental to the public welfare or injurious to adjacent property owners. Granting the exception allows the property owner to divide their property into two lots.

Thank you for the opportunity to submit this application and the request to recommend approval of the lot width-to-depth ratio requirement.

Sincerely,

Krystal Voth

Land Use Planner
Atlas Land Consulting



14500 Parallel Rd

Basehor, Kansas 66007

DRAINAGE STUDY

**06-26-25
PW Combined No
Comments**

For:

Sarlls 3rd Addition

12051 214th Street,
Linwood, Ks 66052



Prepared for:

Andrew & Laura Buckman, Logan & Leigh Ann Wilkening

12051 214th Street,
Linwood, Ks 66052

Prepared by:

ATLAS LAND CONSULTING, LLC

14500 Parallel Rd R
Basehor, Ks 66007
913-702-5073

April 25th, 2025

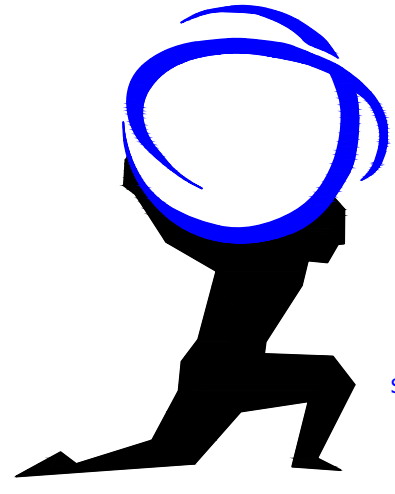
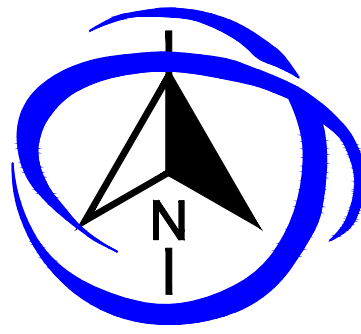
| Revision | Date | By | Description |
|----------|----------|-----|----------------|
| 1 | 25.06.19 | TAE | Table C update |
| 2 | | | |
| 3 | | | |

TABLE OF CONTENTS

SARLLS 3RD ADDITION

A CROSS ACCESS EASEMENT AND A REPLAT OF LOT 2, SARLLS 2ND ADDITION
A SUBDIVISION OF LAND IN LEAVENWORTH COUNTY, KANSAS

07-01-25
PW Combined
Comments



ALC
ATLAS LAND CONSULTING

SURVEYING | CIVIL ENGINEERING | DRONE | CAD
atlaskonsulting.com
14500 Parallel Road, Unit R, Basehor KS 66007
PREPARED BY: AUSTIN THOMPSON

PRELIMINARY PLAT

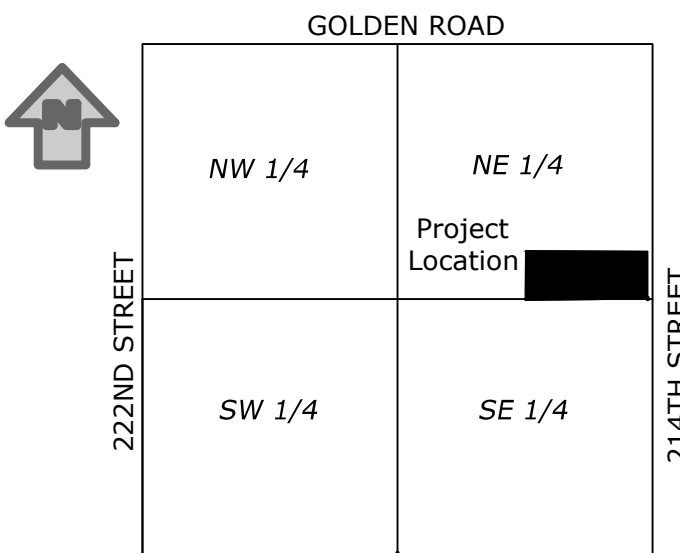
LEGEND

- △ DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" REBAR IN CONCRETE WITH LS# 1408 CAP
- DENOTES FOUND PROPERTY CORNER AS NOTED
- B/L BUILDING LINE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT

GENERAL NOTES

- THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983, THE EAST LINE OF THE NORTHEAST QUARTER OF SEC 21-12-21
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20103C0400G, EFFECTIVE JULY 16, 2015, THIS PLAT IS LOCATED IN ZONES "X".
- KS ONE CALL WAS CALLED AT THE TIME OF SURVEY. TICKET NO. 25151828
- THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 105 FEET FROM THE CENTERLINE OF THE ROAD. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 105 FEET OF THE REAR PROPERTY LINE.
- THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE REAR PROPERTY LINE.
- THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 40 FEET OF THE REAR PROPERTY LINE.
- BENCHMARK
- NCS 1E1011 - ELV-794.64
- CURRENT USE - RESIDENTIAL / PROPOSED USE - RESIDENTIAL
- CURRENT ZONING RR-5 / PROPOSED ZONING RR 5
- ALL PROPOSED STRUCTURES WITHIN THIS PLAT SHALL COMPLY WITH THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
- ALL LOTS WILL BE ON SEPTIC SEWER SYSTEMS.
- INFORMATIONAL REPORT VIA ALLIANCE NATIONWIDE TITLE AGENCY, LLC
- NO. KS-ANTADLV-503616
- BLANKET OIL AND GAS LEASE AGREEMENT PER BOOK 563 PAGE 1183 DATED MARCH 28, 1983.
- REFERENCED SURVEY
- SARLLS ADDITION FINAL PLAT DATED MAY 15, 2017 BY ATLAS SURVEYORS - DOC #2018P00008
- SARLLS 2ND ADDITION FINAL PLAT DATED FEBRUARY 28, 2023 BY ATLAS LAND CONSULTING - DOC 2023P00012
- LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY.
- AN ENGINEER WASTE DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
- THERE ARE NO OFF-PLAT RESTRICTIONS IN PLACE.
- AN EXCEPTION FROM ARTICLE 50, SECTION 40.3.1 (LOT-DEPTH TO LOT-WIDTH) HAS BEEN REQUESTED FOR LOT 1 AND LOT 2.
- LEAVENWORTH COUNTY'S REVIEW OF THIS PLAT DOES NOT PERTAIN TO THE STRUCTURAL INTEGRITY OF ANY PRE-EXISTING CONDITIONS OF THIS PLAT AND DOES NOT INCLUDE A STRUCTURAL ANALYSIS OF THE EXISTING CHANNEL CROSSING STRUCTURES LOCATED WITHIN THE PLAT. LEAVENWORTH COUNTY DOES NOT WARRANT OR GUARANTEE THE STRUCTURAL INTEGRITY OF ANY PRE-EXISTING CONDITIONS IN THE PLAT, AND APPROVAL OF THE PLAT DOES NOT IMPLY ANY WARRANTIES OR GUARANTEES OF INTEGRITY FOR LOADING NECESSARY FOR ANY USE INCLUDING STANDARD RESIDENTIAL TRAFFIC OR EMERGENCY RESPONSE VEHICLES. LEAVENWORTH COUNTY DISCLAIMS AND DOES NOT ACCEPT ANY LIABILITY WHATSOEVER FOR DAMAGES RELATING TO ANY STRUCTURAL FAILURES FOR PRE-EXISTING CONDITIONS.
- LOT 1 AND LOT 2 LIMITED ACCESS TO CROSS ACCESS EASEMENT ONLY.
- LEAVENWORTH COUNTY SHALL BEAR NO RESPONSIBILITY FOR ANY MAINTENANCE AND UPKEEP OF THE CROSS ACCESS EASEMENT, DRIVE AND DRIVE APPURTENANCES.

VICINITY MAP



SECTION 21-12S-21E
1" = 2000'

This is to certify on this 16th day of APRIL, 2025 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

06/20/2025
LS-1408
AUSTIN THOMPSON

ROGER B. GILL LS 1408

JOB NO: 25-175S

SCALE

PREPARED FOR

60 30 0 60
SCALE IN FEET

SEC-TWN-RNG

21-12S-21E

PARCEL ID
2252100000014000
ANDREW & LAURA BUCKMAN
LEIGH ANN WILKENING
ADDRESS: 12051 214TH ST,
LINWOOD, KS 66052

DATE

JUNE 20, 2025

UTILITIES

EVERGY - 800-383-1183
RURAL WATER DISTRICT 10 - 913-723-3452
PROPANE TANK
SEPTIC SYSTEM

UNPLATTED
PARCEL ID
2252100000000000
OWNER:
ALEXANDER D &
JILLIAN J DEMORO

LOT 1 SARLLS 2ND ADDITION
PARCEL ID
2262100000013000
OWNER:
LARRY D & JANICE L SARLLS

LOT 2
SARLLS 2ND ADDITION
PARCEL ID
2252100000000000
OWNER:
JAMES W & CORBINE C WILSON

DESCRIPTION PER TITLE COMMITMENT

LOT 2, SARLLS 2ND ADDITION, IN LEAVENWORTH COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.
CLOSURE CALCULATIONS: PRECISION 1: 36218100.000

DEDICATION

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "SARLLS 3RD ADDITION".

THE STREETS AND ROADS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE, ARE HEREBY SO DEDICATED BY EASEMENT.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND DOES HEREBY CERTIFY THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR THE PUBLIC USE RUNNING TO ANY PERSON, UTILITY, OR CORPORATION HAVE BEEN ABSOLVED EXCEPT THAT SAME PERSON, UTILITY OR CORPORATION SHALL RETAIN WHATEVER RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, ELECTRICAL, SEWER PIPES, POLES, WIRES, DRAINAGE FACILITIES, DUCTS AND CABLES, AND SIMILAR UTILITY FACILITIES UPON, OVER, AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E," IS HEREBY GRANTED TO THE LEAVENWORTH COUNTY, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

AN EASEMENT IS HEREBY GRANTED TO LEAVENWORTH COUNTY, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, AND OPERATING DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO, OPEN CHANNELS, UNDERGROUND STORMWATER PIPES, CULVERTS, DETENTION AND RETENTION BASINS, AND OTHER STORMWATER MANAGEMENT STRUCTURES, UPON, OVER, AND UNDER THOSE AREAS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT" OR "D/E." NO PERMANENT STRUCTURES, LANDSCAPING, OR OTHER OBSTRUCTIONS THAT MAY IMPEDE THE FLOW OF STORMWATER OR INTERFERE WITH MAINTENANCE ACTIVITIES SHALL BE PLACED WITHIN THE EASEMENT AREA. THE GRANTING OF THIS EASEMENT DOES NOT TRANSFER OWNERSHIP OF THE LAND BUT PROVIDES THE RIGHT OF ACCESS FOR INSPECTION, REPAIR, AND IMPROVEMENT AS NECESSARY TO ENSURE PROPER DRAINAGE AND FLOOD CONTROL. LEAVENWORTH COUNTY, KANSAS IS NOT RESPONSIBLE FOR MAINTENANCE OF ANY "DRAINAGE EASEMENT" OR "D/E" SHOWN ON THIS PLAT.

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TRACT A WILL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1 OF SUBJECT PLAT.

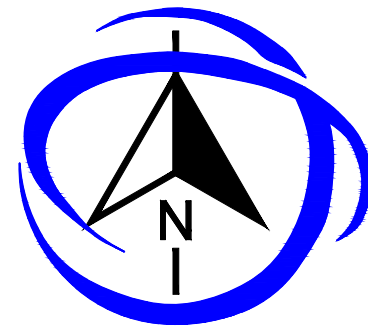
TRACT B WILL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2 OF SUBJECT PLAT.

CROSS ACCESS EASEMENT TO BE MAINTAINED VIA HOME OWNER ASSOCIATION AGREEMENT.

TAXES FOR SUBJECT PROPERTY ARE PAID.

SARLLS 3RD ADDITION

A CROSS ACCESS EASEMENT AND A REPLAT OF LOT 2, SARLLS 2ND ADDITION
A SUBDIVISION OF LAND IN LEAVENWORTH COUNTY, KANSAS



FINAL PLAT

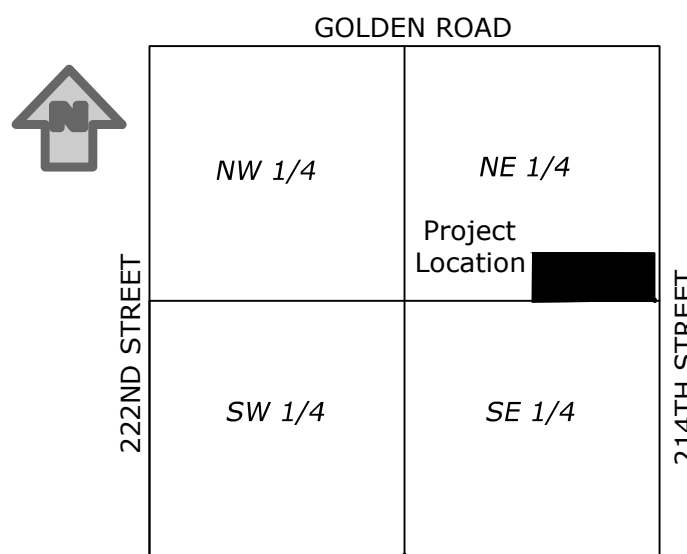
LEGEND

- △ DENOTES FOUND MONUMENT AS NOTED
○ DENOTES SET 1/2" REBAR IN CONCRETE WITH LS# 1408 CAP
● DENOTES FOUND PROPERTY CORNER AS NOTED
B/L BUILDING LINE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT

GENERAL NOTES

- THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983, THE EAST LINE OF THE NORTHEAST QUARTER OF SEC 21-12-21
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20103C0400G, EFFECTIVE JULY 16, 2015, THIS PLAT IS LOCATED IN ZONES "X".
- KS ONE CALL WAS CALLED AT THE TIME OF SURVEY. TICKET NO. 25151828
- THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 105 FEET FROM THE CENTERLINE OF THE ROAD. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 105 FEET OF THE REAR PROPERTY LINE.
- THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE REAR PROPERTY LINE.
- THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 40 FEET OF THE REAR PROPERTY LINE.
- BENCHMARK
-NCS 1E1011 - ELV-794.64
- CURRENT USE - RESIDENTIAL / PROPOSED USE - RESIDENTIAL
- CURRENT ZONING RR-5 / PROPOSED ZONING RR 5
- ALL PROPOSED STRUCTURES WITHIN THIS PLAT SHALL COMPLY WITH THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
- ALL LOTS WILL BE ON SEPTIC SEWER SYSTEMS.
- INFORMATIONAL REPORT VIA ALLIANCE NATIONWIDE TITLE AGENCY, LLC
-NO. KS-ANTADV-503616
- BLANKET OIL AND GAS LEASE AGREEMENT PER BOOK 563 PAGE 1183 DATED MARCH 28, 1983.
- REFERENCED SURVEY
-SARLLS ADDITION FINAL PLAT DATED MAY 15, 2017 BY ATLAS SURVEYORS - DOC #2018P00008
- SARLLS 2ND ADDITION FINAL PLAT DATED FEBRUARY 28, 2023 BY ATLAS LAND CONSULTING - DOC 2023P00013
- LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY.
- AN ENGINEER WASTE DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
- THERE ARE NO OFF-PLAT RESTRICTIONS IN PLACE.
- AN EXCEPTION FROM ARTICLE 50, SECTION 40.3.1 (LOT-DEPTH TO LOT-WIDTH) HAS BEEN REQUESTED FOR LOT 1 AND LOT 2.
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VICINITY MAP



This is to certify on this 16th day of April, 2025 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the Kansas Minimum Standards for boundary surveys.

LS-1408
ROGER B. DILL
LS 1408

JOB NO:25-175S

SCALE

60 30 0 60
SCALE IN FEET

SEC-TWN-RNG

21-12S-21E

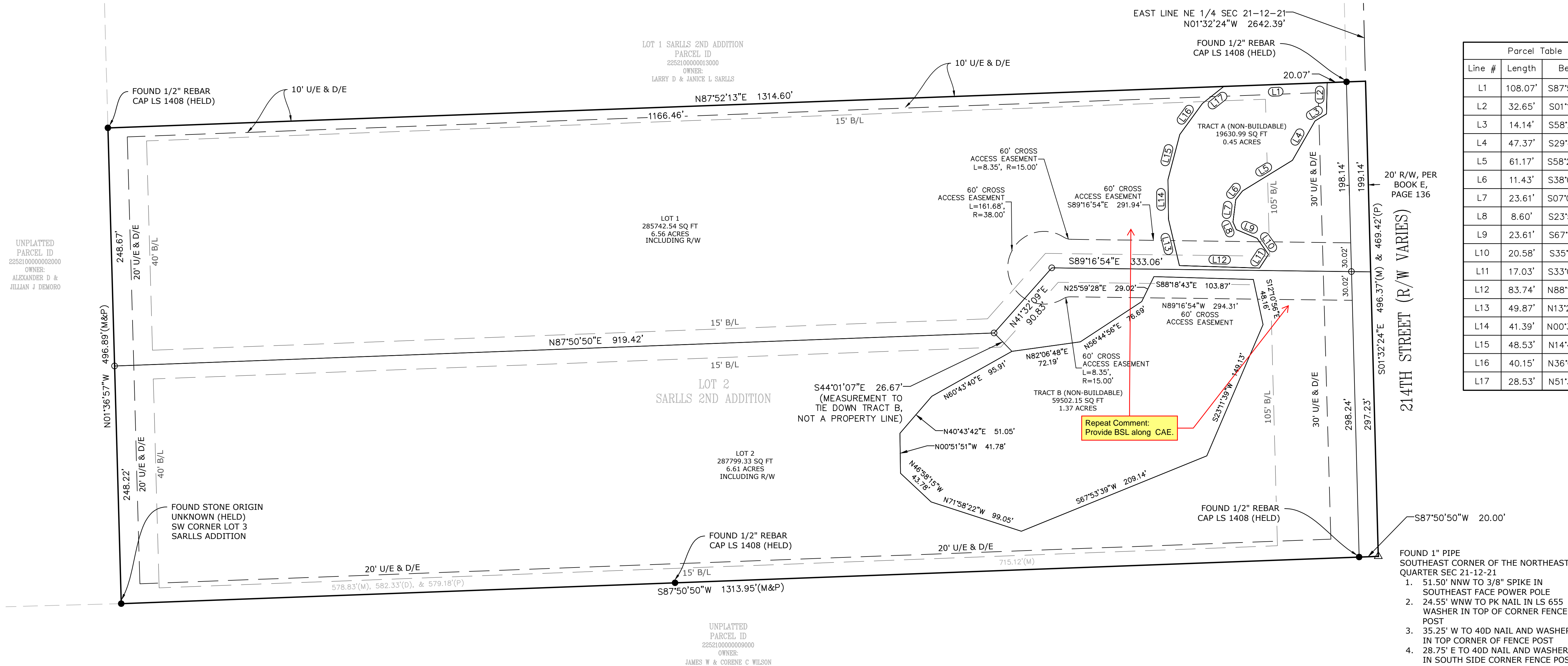
PREPARED FOR

PARCEL ID
2252100000014000
ANDREW & LAURA BUCKMAN
LEIGH ANN WILKENING
ADDRESS: 12051 214TH ST,
LINWOOD, KS 66052

DATE

JUNE 20, 2025

07-01-25
PW Combined
Comments



DESCRIPTION PER TITLE COMMITMENT

LOT 2, SARLLS 2ND ADDITION, IN LEAVENWORTH COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.
CLOSURE CALCULATIONS: PRECISION 1: 36218100.000

DEDICATION

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "SARLLS 3RD ADDITION".

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TRACT A WILL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1 OF SUBJECT PLAT.

TRACT B WILL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2 OF SUBJECT PLAT.

CROSS ACCESS EASEMENT TO BE MAINTAINED VIA HOME OWNER ASSOCIATION AGREEMENT.

TAXES FOR SUBJECT PROPERTY ARE PAID.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 202__.

OWNER

ANDREW BUCKMAN, OWNER

LAURA BUCKMAN, OWNER

STATE OF KANSAS)

COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this _____ day of _____, 202__, before me, a Notary Public in and for said County and State, came **ANDREW & LAURA BUCKMAN**, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

PRINTED NAME

My Commission Expires: _____

Notary Public

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 202__.

OWNER

LEIGH ANNA WILKENING, OWNER

STATE OF KANSAS)

COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this _____ day of _____, 202__, before me, a Notary Public in and for said County and State, came **LEIGH ANNA WILKENING, OWNER**, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

PRINTED NAME

My Commission Expires: _____

Notary Public

This plat of **SARLLS 3RD ADDITION** has been submitted and approved by Leavenworth County Planning Commission, this _____ day of _____, 202__.

CHAIRMAN - MARCUS MAJURE

SECRETARY - JOHN JACOBSON

This plat approved by the Board of County Commissioners of Leavenworth County, Kansas, this day of _____, 202__.

(SEAL)

CHAIRMAN - MIKE SMITH

ATTEST - COUNTY CLERK - FRAN KEPLER

The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy or adequacy of the design, dimensions, elevations, and quantities.

COUNTY ENGINEER

This is to certify that this instrument was filed for record in the Register of Deeds office on the _____ day of _____, 2025, in Book _____, Page _____.

REGISTER OF DEEDS, TERRILLOIS G. MASHBURN

I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary surveys. No field verification is implied. This review is for survey information only.

LEAVENWORTH COUNTY SURVEYOR
DANIEL BAUMCHEN, PS-1363

UTILITIES

EVERGY - 800-383-1183
RURAL WATER DISTRICT 10 - 913-723-3452
PROPANE TANK
SEPTIC SYSTEM

Schweitzer, Joshua

From: Ryan McCallister <Ryan.McCallister@evergy.com>
Sent: Wednesday, May 21, 2025 2:05 PM
To: Johnson, Melissa; 'kritter@lvcofd2.com'; 'Dylan Ritter'; Design Group Lawrence Service Center
Cc: 'Krystal Voth'; PZ
Subject: RE: Utility letter for Sarlls 3rd Addition Pre and Final Plat Atlas

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.

Internal Use Only

Good afternoon,

Evergy would have no problem with supplying power to these two lots.

Thanks!

Ryan McCallister
Evergy
Distribution Designer
ryan.mccallister@Evergy.com
O (785) 865-4844

From: Johnson, Melissa <MJohnson@leavenworthcounty.gov>
Sent: Wednesday, May 21, 2025 9:46 AM
To: 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'Dylan Ritter' <dritter@lvcofd2.com>; Design Group Lawrence Service Center <designgrouplawrenceservicecenter@evergy.com>
Cc: 'Krystal Voth' <krystal@alconsult-llc.com>; PZ <PZ@leavenworthcounty.gov>
Subject: RE: Utility letter for Sarlls 3rd Addition Pre and Final Plat Atlas

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

I may have missed the emails for the comments on this plat. Could you both re-send your comments?

If you have any questions, please let me know.

Thank you,

Melissa Johnson
Planner I
Leavenworth County
Planning & Zoning Department
Leavenworth County Courthouse
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Schweitzer, Joshua

From: Dylan Ritter <dritter@lvcofd2.com>
Sent: Wednesday, May 21, 2025 1:13 PM
To: Johnson, Melissa
Cc: kritter@lvcofd2.com; designgrouplawrenceservicecenter@evergy.com; Krystal Voth; PZ
Subject: Re: Utility letter for Sarlls 3rd Addition Pre and Final Plat Atlas

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.

Leavenworth County Fire District #2 has no comments or concerns with this plat.

Thank you.

On Wed, May 21, 2025 at 9:45 AM Johnson, Melissa <MJohnson@leavenworthcounty.gov> wrote:

I may have missed the emails for the comments on this plat. Could you both re-send your comments?

If you have any questions, please let me know.

Thank you,

Melissa Johnson

Planner I

Leavenworth County

Planning & Zoning Department

Leavenworth County Courthouse

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465

Disclaimer

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Tuesday, May 27, 2025 10:31 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-062 & 063 Preliminary & Final Plat Sarlls 3rd Addition - Atlas

We have not received any complaints on this property, and it appears the septic system currently installed will remain on the same property as the home it services.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Tuesday, May 27, 2025 9:23 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Dedeke, Andrew <adedeke@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-062 & 063 Preliminary & Final Plat Sarlls 3rd Addition - Atlas

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary & Final Plat for a 2-lot Cross Access Easement located at 12051 214th Street.

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 June 10, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at pz@leavenworthcounty.gov.

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048



April 25, 2025

Krystal Voth
Atlas Land Consulting
14500 Parallel Rd Unit R
Basehor, KS 66007

RE: Sarlls 3rd Edition – 214th and Golden Rd

Dear Ms. Voth,

This letter is in response to your request for comments.

RWD10 does not have an existing line at 214th and Golden Rd. A line extension would be required for rural water service.

If you have any additional questions, please do not hesitate to contact us.

Regards,

Steve Conley
Leavenworth Rural Water District 10 | District Manager

**Leavenworth County
Request for Board Action**

Date: July 24, 2025

To: Board of County Commissioners

Cc: Mark Loughry, County Administrator, Misty Brown, County Counselor

From: Jon Khalil, Deputy County Counselor

Department Head Approval: N/A

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Consideration of a policy establishing a process for future County right-of-way-vacation requests.

Recommendation: Review the proposed policy and provide direction to Staff.

Analysis: The purpose of this policy is to standardize the process used by the County to process right-of-way vacation requests. Under this proposed policy, vacation requests would be processed by the Leavenworth County Planning and Zoning Department, and the statutorily required public hearing would be conducted by the Board of County Commissioners. The following is proposed in the vacation policy:

- Applicants are advised to have a pre-application meeting with planning and zoning to determine the public and private entities which have interest in the proposed vacation.
- Applicants would be required to fill out an application for the proposed vacation.
- A \$250 application fee, the legal description of the proposed vacation, a certificate of survey, a list of owners abutting the area being vacated, signature of the abutting owners, and verification from all applicable utility companies are required.
- A public hearing would be scheduled with the Board of County Commissions when the application is complete and after appropriate notification to all parties.
- Upon making the statutorily required findings, the Board could vacate the right-of-way.

Alternatives: 1) Decline to adopt a vacation policy; 2) Table the matter for further study.

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:

Additional Attachments:

Draft Policy

| SUBJECT | ISSUED BY | EFFECTIVE DATE | REVISION |
|--------------------------------|-----------|----------------|----------|
| Request to Vacate Right-of-Way | BOCC | 8/15/2025 | |

STATEMENT:

The Leavenworth County Board of County Commissioners wishes to adopt a policy to address applications to vacate the County right-of-way. The Policy is intended to standardize the process for vacation requests and ensure all stakeholders to have the opportunity to be heard before a right-of-way vacation request is considered and acted on by the Board of County Commissioners.

POLICY:

1. Prior to submitting an application for a vacation, a pre-application meeting with the Planning and Zoning Department is advised to determine the public and private entities that have an interest in the proposed vacation.
2. A current certificate of survey, specifically outlining the vacation request, must be prepared by a licensed surveyor in accordance with the Kansas Minimum Standards for Surveying that indicates the specific area proposed to be vacated.
3. An application must be completed and submitted to the Leavenworth County Planning and Zoning department that includes the following:
 - a. Application for vacation of right-of-way;
 - b. Application fee in the amount of \$250;
 - c. Legal description of proposed vacation in word document format;
 - d. Map illustrating the proposed vacation;
 - e. Certificate of Survey; reviewed and approved by the County Surveyor for recording.
 - f. An ownership list prepared by a licensed title company or from the tax records of Leavenworth County that lists the names and addresses, with zip codes, of property owners abutting the area proposed for vacation and the signatures of all abutting property owners or their agent.
 - g. Verification from all applicable utilities that the vacation does not interfere with the delivery of utility services

4. Upon receipt of a completed application, the vacation request will be scheduled for a public hearing by the Leavenworth County Board of County Commission and notifications will be made as required by applicable law.
5. The Board of County commissioners may vacate any right-of-way in the County whenever it is determined that such right-of-way is not a public utility by reason of neglect, nonuse, or inconvenience or from other cause or causes such road has become practically impassable and the necessity for such road as a public utility does not justify the expenditure of the necessary funds to repair such road or put the same in condition for public travel.
6. No vacation request is final until acted upon by the Board of County Commissioners. Any person aggrieved by the decision of the Board of County Commissioners may appeal the Board's decision to the District Court of Leavenworth County within thirty day of the Board's decision pursuant to K.S.A. 19-233.
7. The right-of-way vacation order and certificate of survey shall be recorded together with the Register of Deeds upon approval by the Board of County Commissioners.

Mike Smith, Chairman

Date of Adoption

MEMO

To: Board of County Commissioners
From: Misty Brown, County Counselor
Cc: Mark Loughry, County Administrator
RE: Parental Involvement Policy and compliance with Title X
Date: July 25, 2025

A proposed policy for parental involvement and compliance with Title X regulations pertaining to abortion counseling and referrals was reviewed. Except in limited circumstances, the proposed policy seeks to involve parents before any County department provides an unemancipated minor with medical advice, medical counseling, medications, including referrals for medications, or referred for any medical procedures. The proposed policy also specifies that a parent may withhold approval for such medical advice, procedures, counseling or medications including referrals and procedures.

The proposed policy conflicts with Title X as it exists today. Title X regulation §59.10 of Title X Subpart A regulations (“regulations”) states “that no Title X project may require consent of parents or guardians for the provision of services to minors, nor can any title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.” 42 C.F.R. Subpart A §59.10. This regulation stating that “no title X project may require consent of parent...” was promulgated in October of 2021.¹ Implementing the proposed policy may put the County at risk for losing its Title X funding due to this conflict.

¹ This regulation became §59.10 of 42 C.F.R. Subpart A

Leavenworth County
MANUAL

POLICY

| SUBJECT | ISSUED BY | EFFECTIVE DATE | REVISION DATE |
|---|-----------|----------------|---------------|
| Parental Involvement Policy and compliance with Title X regulations pertaining to abortion counseling and referral. | BOCC | | |

STATEMENT:

The Leavenworth County Board of County Commissioners recognizes the importance of parental involvement when unemancipated minors (under the age of 18) are given medical advice or counseling or are offered or referred for medications, medical devices or medical procedures.

POLICY:

1. It shall be the policy of Leavenworth County and any/ or all departments of the County to involve parents or custodians when an unemancipated minor (under the age of 18) is given medical advice, offered medical counseling, offered or referred for medications, or referred for any medical procedure. The parents or custodians shall have the ability to withhold approval for such medical advice, procedures or medications including referrals and procedures.
2. The exception to this policy will be when there is a court order in place which allows for such consent by the unemancipated minor (under age 18) and thereby requires the County to allow the minor to give such consent, when law enforcement has been summoned or involved due to alleged violations of law triggering mandatory reporting requirements and the reporting of abuse, or when specifically authorized by law. All such exceptions will be allowed with a District Court order or pursuant to applicable law. A report will be prepared for each individual case explaining why the Parental Involvement Policy was not adhered to.
3. In compliance with Title X regulations, it shall be the policy of Leavenworth County not to provide abortion counseling or referrals for abortion; any non-directive counseling involving abortion decisions shall be made to the patient's medical doctor or other medical professionals. No referrals shall be made to organizations or businesses that directly perform abortions or are involved in advocacy in support of abortion.

Mike Smith, Chairman

Date of Adoption

To: Mark Loughry

From: Jon Khalil

RE: Proposed Riverbend Heights RHID

Date: 7/24/2025

The Leavenworth County Board of County Commissioners (“BoCC”) adopted a policy on April 23rd, 2025 to guide County staff in the analysis of proposed Reinvestment Housing Incentive District (“RHID”). This policy sets forth several criteria for determining an adverse effect to Leavenworth County but that is not an exhaustive list.

- The proposed RHID from the City of Lansing includes an 80%-20% split of the take revenue over a 20-year period with the developer receiving 80% of the tax revenue in the first 15 years, then the amount the developer receives begins to decline with the developer receiving 55% of the property tax revenue in the final year of the RHID.
- The proposed term of this RHID is 20 years, according to the policy adopted by the BoCC, any RHID for a term of more than 15 years shall have a presumptive adverse effect.
- The RHID policy states that the BoCC prefers to support an RHID that establishes a pre-determined date of cessation of the RHID or a “not to exceed amount” of RHID incremental revenues, the proposed RHID does not include a “not to exceed amount” as presented.
- The boundaries of the proposed RHID are contiguous
- Sufficient data was provided for county staff in a timely manner for adequate review
- The RHID does not overlap with other economic development incentives

Economic Analysis, Evaluation Criteria and Risk Assessment:

That there is a shortage of quality housing within City or County that will be mitigated by the creation of the RHID:

- There are currently active development occurring in various parts of the county, include other subdivision developments that have recently been approved in the City of Lansing which have not received public funding

That the shortage of housing is expected to persist due to the financial infeasibility of the development or other circumstances that require public finding assistance:

- There are currently active developments occurring in various parts of the county that have not received public funding there have been an average of 217 single family homes built in Leavenworth County in the last four years. With an additional 92 homes being built in 2025 through the month of June.

That the shortage of housing is a substantial deterrent to future value-added economic growth in City and/or County:

- The proposed RHID also does not broaden and diversify the tax base, the proposal is for single-family residential home, which already make up a majority of the Leavenworth County tax base. It does provide for an increase in future property tax revenue because the proposed location is currently agricultural.
- The proposed RHID does not retain or create quality jobs, there is the potential for the creation of temporary jobs during the construction of the housing but that would cease after the project is complete.
- The proposed RHID does not increase regional cooperation for development, granting this RHID when other parts of the county have developed without incentive could stifle development in other parts of the county without incentives.

Additional Considerations

How the proposed development aligns with the objectives contained within the City's housing Plan or substantially similar plan:

- The proposed development aligns with the objectives contained within the City's housing plan.

How the proposed development aligns with the Leavenworth County Comprehensive Plan:

- The proposed development is on property that has been annexed into the City of Lansing and is not subject to the Leavenworth County Comprehensive Plan.

How much Private Equity is being invested relative to the public funding support:

| NO INCENTIVES | |
|----------------------------------|----------------|
| Private Debt & Equity | \$ 26,424,532 |
| Net RHID Funding (8% NPV) | \$ - |
| <i>Subtotal</i> | \$ 26,424,532 |
| Estimated Sale Proceeds (8% NPV) | \$ 21,693,577 |
| Return on Investment | -17.90% |

| WITH INCENTIVES, AS REQUESTED (20-YEARS @ 80% FIRST 15 YRS, THEN REDUCED 5% PER YEAR) | |
|--|---------------|
| Private Debt & Equity | \$ 19,606,807 |

| | |
|----------------------------------|---------------|
| Net RHID Funding (8% NPV) | \$ 6,817,725 |
| Subtotal | \$ 26,424,532 |
| Estimated Sale Proceeds (8% NPV) | \$ 21,693,577 |
| Return on Investment | 10.64% |

Developer Qualifications and experience:

- The developer has no previous credit defaults
- The developer is a special-purpose entity formed specifically for the development of this project and does not construct vertical improvements and would not have obtained building permits for single-family homes.
- The developer is current on payment of ad valorem taxes and special assessments

Total Cost of the project:

- \$26,424,532

Total Number of Units Developed:

- 406 Units

The project's ability to provide quality affordable housing options to those otherwise unable to afford such housing options:

- The proposed development has no caps or other barriers regarding the sale price of the homes after they are built

The project fulfillment of public purpose of providing quality affordable housing to support job growth, economic development, and/or mitigate urban decay:

- This RHID does not redevelop an existing neighborhood, this RHID is a new development on a plot of land that is currently undeveloped, on a parcel that was only recently annexed into the City of Lansing.
- The project does not address existing urban decay
- There is no indication that this proposed development would have an effect on crime rates in the area or that it would encourage development within existing cities within Leavenworth County.

Legal Considerations

Legal authority for potential action is contained within K.S.A. 12-5246. Leavenworth County may, within 30 days following the conclusion of a hearing held by a city to create an RHID, nullify the creation of the RHID if the BoCC determines that the RHID will have an adverse effect on the County and adopts a resolution to that effect. The City of Lansing conducted its hearing on the Riverbend Heights RHID on July 17, 2025.

RHID REVENUE PROJECTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

(UPDATED 7.23.25 TO REFLECT REDUCED UNIT COUNT (406) & PHASED RHID CAPTURE PER DEVELOPMENT AGREEMENT)

| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | REAL ESTATE TAXES CAPTURED BEFORE RHID | BASE TAXES | TAXES NOT SUBJECT TO RHID | RHID REVENUE GENERATED | RHID REVENUE RECEIVED | AVAILABLE FOR DEVELOPER REIMBURSEMENT (80%)* |
|-------------------|------|---------------------|---------------------------------------|--|------------|---------------------------|------------------------|-----------------------|--|
| 1 | 2025 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - | \$ - |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - | \$ - |
| 3 | 2027 | \$ 119,984 | \$ 2,101,050 | \$ 292,378 | \$ 16,697 | \$ 42,593 | \$ 233,088 | \$ - | \$ - |
| 4 | 2028 | \$ 119,984 | \$ 3,641,820 | \$ 506,788 | \$ 16,697 | \$ 75,719 | \$ 414,372 | \$ 233,088 | \$ 186,471 |
| 5 | 2029 | \$ 119,984 | \$ 5,042,520 | \$ 701,707 | \$ 16,697 | \$ 105,835 | \$ 579,176 | \$ 414,372 | \$ 331,498 |
| 6 | 2030 | \$ 119,984 | \$ 7,283,640 | \$ 1,013,577 | \$ 16,697 | \$ 154,019 | \$ 842,861 | \$ 579,176 | \$ 463,341 |
| 7 | 2031 | \$ 119,984 | \$ 9,524,760 | \$ 1,325,447 | \$ 16,697 | \$ 202,203 | \$ 1,106,547 | \$ 842,861 | \$ 674,289 |
| 8 | 2032 | \$ 119,984 | \$ 11,765,880 | \$ 1,637,316 | \$ 16,697 | \$ 250,387 | \$ 1,370,233 | \$ 1,106,547 | \$ 885,238 |
| 9 | 2033 | \$ 119,984 | \$ 14,007,000 | \$ 1,949,186 | \$ 16,697 | \$ 298,571 | \$ 1,633,919 | \$ 1,370,233 | \$ 1,096,186 |
| 10 | 2034 | \$ 119,984 | \$ 14,287,140 | \$ 1,988,170 | \$ 16,697 | \$ 304,594 | \$ 1,666,879 | \$ 1,633,919 | \$ 1,307,135 |
| 11 | 2035 | \$ 119,984 | \$ 14,572,883 | \$ 2,027,933 | \$ 16,697 | \$ 310,737 | \$ 1,700,499 | \$ 1,666,879 | \$ 1,333,503 |
| 12 | 2036 | \$ 119,984 | \$ 14,864,340 | \$ 2,068,492 | \$ 16,697 | \$ 317,004 | \$ 1,734,791 | \$ 1,700,499 | \$ 1,360,399 |
| 13 | 2037 | \$ 119,984 | \$ 15,161,627 | \$ 2,109,862 | \$ 16,697 | \$ 323,395 | \$ 1,769,770 | \$ 1,734,791 | \$ 1,387,833 |
| 14 | 2038 | \$ 119,984 | \$ 15,464,860 | \$ 2,152,059 | \$ 16,697 | \$ 329,915 | \$ 1,805,447 | \$ 1,769,770 | \$ 1,415,816 |
| 15 | 2039 | \$ 119,984 | \$ 15,774,157 | \$ 2,195,100 | \$ 16,697 | \$ 336,565 | \$ 1,841,839 | \$ 1,805,447 | \$ 1,444,358 |
| 16 | 2040 | \$ 119,984 | \$ 16,089,640 | \$ 2,239,002 | \$ 16,697 | \$ 343,348 | \$ 1,878,958 | \$ 1,841,839 | \$ 1,381,379 |
| 17 | 2041 | \$ 119,984 | \$ 16,411,433 | \$ 2,283,782 | \$ 16,697 | \$ 350,266 | \$ 1,916,819 | \$ 1,878,958 | \$ 1,315,270 |
| 18 | 2042 | \$ 119,984 | \$ 16,739,662 | \$ 2,329,458 | \$ 16,697 | \$ 357,323 | \$ 1,955,438 | \$ 1,916,819 | \$ 1,245,933 |
| 19 | 2043 | \$ 119,984 | \$ 17,074,455 | \$ 2,376,047 | \$ 16,697 | \$ 364,521 | \$ 1,994,829 | \$ 1,955,438 | \$ 1,173,263 |
| 20 | 2044 | \$ 119,984 | \$ 17,415,944 | \$ 2,423,568 | \$ 16,697 | \$ 371,863 | \$ 2,035,008 | \$ 1,994,829 | \$ 1,097,156 |
| TOTALS | | | | \$ 31,653,265 | \$ 333,935 | \$ 4,838,857 | \$ 26,480,474 | \$ 24,445,466 | \$ 18,099,067 |
| NET PRESENT VALUE | | | | \$ 12,120,533 | \$ 163,931 | \$ 1,847,303 | \$ 10,109,300 | \$ 8,956,197 | \$ 6,817,725 |

*Note (7/23/25): RHID capture reduced 5% annually in years 16–20 (from 80% to 55%).

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 121,800,000 |
| Total Assessed at Build Out | \$ 14,007,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| Phasing Assumptions | | |
|---------------------|------|-----------------------|
| RHID Year | Year | Percentage Completion |
| 1 | 2025 | 0.00% |
| 2 | 2026 | 0.00% |
| 3 | 2027 | 15.00% |
| 4 | 2028 | 26.00% |
| 5 | 2029 | 36.00% |
| 6 | 2030 | 52.00% |
| 7 | 2031 | 68.00% |
| 8 | 2032 | 84.00% |
| 9 | 2033 | 100.00% |

ROI ANALYSIS - NO INCENTIVES VS. 20-YEAR RHID WITH CAP

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

(UPDATED 7.23.25 TO REFLECT REDUCED UNIT COUNT (406) & PHASED RHID CAPTURE PER DEVELOPMENT AGREEMENT)

| DEVELOPMENT COSTS | |
|--|---------------|
| Item | Costs |
| Land Acquisition | \$ 2,060,000 |
| Total Sitework & Infrastructure | \$ 18,211,120 |
| Soft Costs - Engineering, Inspections Permits, Conditions, etc. | \$ 1,635,376 |
| Third Party Professional Costs - Legal, Accounting, Financing, Brokerage, etc. | \$ 2,426,030 |
| Contingencies (incl. but not limited to possible K7 turn lane, rock allowance, easement/ROW acquisition, material/labor increases, etc.) | \$ 2,092,006 |
| Total | \$ 26,424,532 |

*Note (7/23/25): All development costs (excluding land acquisition) scaled to reflect reduction from 418 to 406 lots.

ESTIMATED RETURN CALCULATIONS

| NO INCENTIVES | |
|----------------------------------|---------------|
| Private Debt & Equity | \$ 26,424,532 |
| Net RHID Funding (8% NPV) | \$ - |
| Subtotal | \$ 26,424,532 |
| Estimated Sale Proceeds (8% NPV) | \$ 21,693,577 |
| Return on Investment | -17.90% |

| WITH INCENTIVES, AS REQUESTED (20-YEARS @ 80% FIRST 15 YRS, THEN REDUCED 5% PER YEAR) | |
|---|---------------|
| Private Debt & Equity | \$ 19,606,807 |
| Net RHID Funding (8% NPV) | \$ 6,817,725 |
| Subtotal | \$ 26,424,532 |
| Estimated Sale Proceeds (8% NPV) | \$ 21,693,577 |
| Return on Investment | 10.64% |

**Note (7/23/25): Return calculations above reflect reduced lot count (406 vs. 418). Development costs, RHID funding, and sale proceeds adjusted accordingly. RHID funding further reduced due to phased percentage capture in years 16–20 (from 80% to 55%).

**DEVELOPMENT AGREEMENT
(RIVERBEND HEIGHTS RHID PROJECT)**

between

CITY OF LANSING, KANSAS

and

AA LANSING DEVELOPMENT, LLC

DATED AS OF _____, 2025

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is into by and among the **CITY OF LANSING, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the second class (the “City”) and **AA LANSING DEVELOPMENT, LLC**, a Kansas limited liability company (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, on July 17, 2025, the City passed Ordinance No. [] creating a Reinvestment Housing Incentive District (the “District”) and approving a Development Plan (the “Development Plan”) pursuant to K.S.A. 12-5241 *et seq.* (the “RHID Act”); and

WHEREAS, the District consists of approximately 134 acres generally located southwest of the intersection of McIntyre Road and 131st Street in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

WHEREAS, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs (as defined herein).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Council which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

“Affiliate” means a principal of the Developer or an entity of which at least fifty (50) percent is owned or controlled by one or more principals of the Developer.

“Agreement” means this Development Agreement, as amended from time to time.

“Certificate of Eligible Project Costs” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.

“Certificate of Full Completion” means a certificate evidencing Full Completion of any Phase of the Project, in substantially the form attached hereto as **Exhibit C**.

“Charter Ordinance” means Charter Ordinance No. 1-2025 of the City, approved by the Governing Body of the City on April 17, 2025.

“City” means the City of Lansing, Kansas.

“City Administrative Fee” means that annual fee to the City during the RHID Term provided by **Section 4.06** hereof, equal to the lesser of (a) \$15,000 or (b) the amount of RHID Revenues held in the RHID Revenue Fund.

“City Event of Default” means any event or occurrence defined in **Section 8.02** of this Agreement.

“City Representative” means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“County” means Leavenworth County, Kansas.

“Cutoff Date” means the date that is ten (10) years after the date of this Agreement.

“Developer” means AA Lansing Development, LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“Developer Event of Default” means any event or occurrence defined in **Section 8.01** of this Agreement.

“Development Plan” means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [____].

“District” means the Riverbend Heights Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. [____], pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

“Eligible Project Costs” means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

“Event of Default” means any City Event of Default or Developer Event of Default, as applicable.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Incremental Real Property Taxes” means that amount of eligible ad valorem taxes paid from the Leavenworth County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

“Infrastructure Improvements” means the site preparation, construction of interior streets, street grading, paving, curbing, guttering, and surfacing, storm sewer, sanitary sewer (including installation of a lift station(s), if necessary), asphalt pavement, concrete curbs, concrete sidewalks, signage, erosion control for streets, electric improvements, and related expenses necessary to support the development of each Phase as may be set forth in the Plans for such Phase.

“McIntyre Sewer Project” means the extension of the sanitary sewer main from its current terminus approximately 900 linear feet to the south and east with sufficient capacity to serve the Project at an estimated cost of \$357,152, as generally depicted in **Exhibit F**.

“Pay As You Go” has the meaning set forth in **Section 4.02**.

“Permitted Subsequent Approvals” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“Phase” or “Phases” means, as applicable, Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, and/or Phase 6 of the Project.

“Phase 1” means the McIntyre Sewer Project and the Infrastructure Improvements necessary to develop approximately 78 platted residential lots in approximately the area labeled as “Phase 1” in Exhibit E.

“Phase 2” means the Infrastructure Improvements necessary to develop approximately 84 platted residential lots in approximately the area labeled as “Phase 2” in Exhibit E.

“Phase 3” means the Infrastructure Improvements necessary to develop approximately 57 platted residential lots in approximately the area labeled as “Phase 3” in Exhibit E.

“Phase 4” means the Infrastructure Improvements necessary to develop approximately 76 platted residential lots in approximately the area labeled as “Phase 4” in Exhibit E.

“Phase 5” means the Infrastructure Improvements necessary to develop approximately 79 platted residential lots in approximately the area labeled as “Phase 5” in Exhibit E.

“Phase 6” means the Infrastructure Improvements necessary to develop approximately 33 platted residential lots in approximately the area labeled as “Phase 6” in Exhibit E.

“Plans” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

“Project” means the development of real property into a residential subdivision containing approximately 406 residential lots to be implemented through Developer’s construction of the McIntyre Sewer Project and the Infrastructure Improvements for each applicable Phase of the Project, all as generally depicted in the Exhibit E hereto.

“Project Budget” means the project budget as set forth in Exhibit D hereto.

“RHID Act” means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

“RHID Costs Cap” means the lesser of (a) the product of the number of single-family lots for which a Certificate of Full Completion has been executed by the City prior to the Cutoff Date multiplied by fifty-two thousand five hundred dollars (\$52,500) and (b) twenty-one million eight hundred ninety-two thousand five hundred dollars (\$21,892,500).

“RHID Revenue Fund” means the Riverbend Heights RHID Revenue Fund, created pursuant to the RHID Act and Section 4.03 hereof.

“RHID Revenues” means that portion of the Incremental Real Property Taxes which shall be pledged to the Project, deposited by City into the RHID Revenue Fund, and made available to Developer for reimbursement of Eligible Project Costs, as described in Section 4.03 hereof.

“RHID Term” means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 20 years from such date, or (ii) payment to Developer of all Eligible Project Costs up to the RHID Costs Cap, unless otherwise terminated in accordance with the terms of this Agreement.

“Site Plans” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer.

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

A. ***Corporate Organization.*** Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. ***No Material Change.*** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer’s ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. ***Approvals.*** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. ***Construction Permits.*** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. ***Compliance with Laws.*** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. ***Other Disclosures.*** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. ***Project.*** The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

Section 2.02. Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the bylaws, operating agreement, or partnership agreement, as applicable, of the Developer; and

C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and

D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

Section 2.03. Final Approval Required. This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

ARTICLE III

THE PROJECT; CONSTRUCTION

Section 3.01. Project Budget. Developer will construct the Project substantially in accordance with the Project Budget attached as **Exhibit D** hereto. The parties acknowledge that the Developer is a “horizontal developer” and will be acquiring land and constructing the Project in anticipation of selling pad-ready lots to a subsequent developer that will construct the vertical, private improvements thereon.

Section 3.02. Project Improvements. The Developer will complete or cause to be completed the Phases of the Project in accordance with the Site Plan(s) and other Governmental Approvals and, as applicable, shall dedicate the Infrastructure Improvements to the City in the City’s ordinary course upon completion of the same. Developer will be responsible for securing any rights-of-way or easements from private parties necessary to construct the Project.

Section 3.03. Project Schedule. Developer will construct (or cause to be constructed) the Project in accordance with the following schedule:

- A. No later than twelve (12) months after the execution of this Agreement, construction of Phase 1 will be commenced and will be diligently executed to completion no later than December 31, 2027, such Phase to consist of no fewer than sixty (60) single-family lots.
- B. No later than December 31, 2029, no fewer than one hundred (100) single-family lots will be completed.

The completion of each Phase of the Project will be evidenced by Developer’s delivery of a Certificate of Full Completion in accordance with **Section 3.06** of this Agreement.

Subject to Excusable Delays, once the Developer has commenced construction of a Phase of the Project, Developer will not permit cessation of work on such Phase for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. Project Design; Governmental Approvals.

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any “substantial changes” must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. The Developer will (1) supply the City with construction documents and a storm water pollution prevention plan; (2) provide for construction observation, testing and inspection; (3) participate in the final inspection; (4) provide material submittals, test results, and as-built plans to the City; and (5) provide for a warranty for each Phase of the Project for a period of one year after completion thereof.

E. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.

Section 3.05. Rights of Access. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

A. Promptly after completion of each Phase of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed a Phase of the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of a Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in such Certificate of Full Completion. The City's execution of a Certificate of Full

Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected a Certificate of Full Completion in writing within 45 days following receipt, the Certificate of Full Completion will be deemed approved.

ARTICLE IV

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 4.01. Eligible Project Costs, Generally. In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs in a total amount not to exceed the RHID Costs Cap. The City will only be obligated to reimburse Developer from available RHID Revenues and will have no obligation to reimburse Developer from any other source of funds.

Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued. The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project. Developer may be reimbursed by the City for Eligible Project Costs from RHID Revenues as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

Section 4.03. RHID Revenue Fund; Reimbursement of Eligible Project Costs.

A. ***Creation of Fund; Deposit of RHID Revenues.*** The City will establish and maintain a separate fund and account known as the Riverbend Heights RHID Revenue Fund (the "RHID Revenue Fund"). All RHID Revenues (as defined below) will be deposited into the RHID Revenue Fund.

B. ***Collection of Incremental Real Property Taxes; Designation of RHID Revenues.*** During the RHID Term, the City shall deposit the Incremental Real Property Taxes that it receives into the RHID Fund. Pursuant to the authority set forth Section 2 of the Charter Ordinance¹, the parties hereby contractually agree that the amount of Incremental Real Property Taxes which shall be available to Developer and pledged to the Project and to be received by the City in the RHID Fund (the "**RHID Revenues**") shall be determined in accordance with the following schedule:

| RHID Term Year | RHID Percentage Capture |
|-----------------------|--------------------------------|
| 1-15 | 80% |
| 16 | 75% |
| 17 | 70% |
| 18 | 65% |
| 19 | 60% |
| 20 | 55% |

The balance of the Incremental Real Property Taxes not constituting RHID Revenues in each year shall be allocated to and distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes.

¹ Under the Charter Ordinance the City, pursuant to Article 12, Section 5 of the State Constitution, elected to exempt from and make inapplicable to it the provisions of Section 12-5250, and be governed by substitute provisions contained in Section 2 of the Charter Ordinance, which provide in relevant part that "a city may adopt a plan under [the RHID Act] in which only a specified percentage or amount of the [RHID Tax Increment] shall be paid by the treasurer of the city and deposited in the special fund of the city to pay the costs of housing projects in the district."

C. ***Reimbursement from the RHID Revenue Fund.*** All disbursements from the RHID Revenue Fund will first be made to pay the City Administrative Fee, then to reimburse payment of Eligible Project Costs up to the RHID Costs Cap. The City will have sole control of the disbursements from the RHID Revenue Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Revenues are available in the RHID Revenue Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments made by the City on or about each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Revenue Fund until Developer has complied with the provisions of **Section 4.03.C** below. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Leavenworth County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

The City may, to the extent permitted by law, continue to use any surplus amounts of RHID Revenues after reimbursing Developer for Eligible Project Costs for any purpose authorized by the RHID Act and Development Plan until such time as the Project is completed, but for not to exceed 20 years from the effective date of the ordinance approving the Development Plan. After Developer has been reimbursed to the RHID Costs Cap, all remaining funds in the RHID Revenue Fund will be reserved for use by the City.

D. ***Conditions Precedent to Reimbursement.*** Prior to the City disbursing any funds to Developer from the RHID Revenue Fund, Developer must:

1. Be in compliance with the terms of this Agreement.
2. Have no unpaid taxes (including any member of manager of Developer) then due to the State or any taxing jurisdiction.
3. Have received a Certificate of Full Completion executed by the City no later than the Cutoff Date for the applicable Phase for which the Developer is seeking reimbursement.

Section 4.04. Reimbursement Requests.

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.

B. ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than twice in any calendar year, and no Certificates of Eligible Project Costs may be submitted after the Cutoff Date.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer, or by an Affiliate on behalf of Developer.

D. ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts, proof of payment, or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will be provided in Excel spreadsheet format and show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. ***City Inspection.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. ***City Review of Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Revenue Fund in accordance with the terms of this Agreement. If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

Section 4.05. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of any Phase of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 4.06. City Administrative Fee. The City shall be entitled to collect the City Administrative Fee from the annual RHID Revenue Fund, which shall be excluded from the RHID Costs Cap. The City Administrative Fee shall be used to cover the administration and other City costs during the RHID Term and shall be in addition to the costs identified in the Project Budget. The City Administrative Fee will be paid from the RHID Revenues held in the RHID Revenue Fund prior to reimbursements being made to Developer.

ARTICLE V

USE OF THE DISTRICT

Section 5.01. Land Use Restrictions. At all times while this Agreement is in effect, the Developer agrees that the Property will be utilized for residential purposes only (together with any amenities, if any, serving the same), in general conformance with the approved Development Plan, and all other types of land uses are prohibited in the Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land; provided, Developer may sell land to a subsequent developer for the purpose of constructing single-family homes as anticipated by the Development Plan.

Section 5.02. Ongoing Performance Standards. The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense and to the extent it owns the Project or applicable portion thereof, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project.

Section 5.03. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property owned by Developer within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 5.04. Financing During Construction; Rights of Holders.

A. ***No Encumbrances Except Mortgages during Construction.*** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. ***Holder Not Obligated to Construct Improvements.*** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. ***Notice of Default to Mortgage Holders; Right to Cure.*** With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. ***Construction Period.*** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE VI

ASSIGNMENT; TRANSFER

Section 6.01. Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion or Phase of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion or Phase). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. Notwithstanding anything herein to the contrary, the Developer may, upon prior written notice to the City (and without the need for the City's approval), (i) assign this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement, or (ii) collaterally assign all or a portion of Developer's rights hereunder to a lender for financing purposes.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no owner of any single family residence or tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

Section 6.02. Corporate Reorganization. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer and/or Chris Coulson, owns not less than 51% of any new or restructured company.

Section 6.03. Transfer of the District, the Buildings or Structures Therein.

A. The Developer will be authorized to transfer any property interest within the boundaries of the District in accordance with the requirements of this **Section 6.03.**

B. Developer may sell real estate in the District in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. Developer will notify the City in writing of such transfer not less than 30 days prior to the proposed effective date of any proposed sale or other transfer of any or all of the real property in the District or any interest therein. Such notice shall include (i) a copy of the instrument effecting such sale or other disposition, and (ii) if the transfer

includes a transfer of construction or development obligations of this Agreement thereby making the transfer subject to the approval stated in **Section 6.01A**, such notice must include evidence sufficient to the City that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer in accordance with **Section 6.01**.

C. The restrictions in this Section will not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the District or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

ARTICLE VII

GENERAL COVENANTS

Section 7.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney’s fees, resulting from, arising out of, or in any way connected with:

1. The Developer’s actions and undertaking in implementation of the Project or this Agreement; and
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.
3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

Section 7.02. Insurance. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02.**

Section 7.03. Obligation to Restore.

A. ***Restoration of Project by Developer.*** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. ***Enforcement.*** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 7.04. Non-liability of Officials, Employees and Agents of the City. No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.05. City Expenses. The Developer shall be responsible for the payment of all reasonable non-City employee legal, financial and planning consultants for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the City to review, evaluate, process, consider, amend, or administer this Agreement (the "City Expenses"), which shall be reimbursable expenses of the Developer incurred in connection with the Project, in accordance with this Agreement. The Developer shall pay all City Expenses within ten (10) days after presentation of an invoice from the City. To the extent Developer has advanced funds to pay City Expenses, such amounts may be reimbursed from the RHID Revenues in accordance with Section 4.04 of this Agreement and such reimbursements shall not be counted against the RHID Costs Cap.

Section 7.06. State Reporting Requirements. Developer hereby agrees to cooperate with the City and/or the Secretary of Commerce (the "**Secretary**") to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Secretary for publication on the Kansas Department of Commerce website. Developer will pay any and all administrative fees to be collected by the Secretary in connection with these reporting requirements.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default. A “Developer Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other agreement between the City and the Developer will also constitute a “Developer Event of Default” under this Agreement.

Section 8.02. City Event of Default. A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 8.03. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developer’s rights under this Agreement, including the right to reimbursement from RHID Revenues.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default, however Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote, punitive or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject

to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer's obligations under this Agreement.

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default, however City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, punitive or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.05. Excusable Delays. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.06. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Leavenworth County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE IX

GENERAL AND SPECIAL PROVISIONS

Section 9.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

Section 9.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 9.05. Agreement Controls. The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Conflicts of Interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and

seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.07. Term. Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

Section 9.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 9.12. Notice. All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Administrator
City of Lansing, Kansas
800 First Terrace,
Lansing, Kansas 66043

To the Developer:

AA Lansing Development, LLC
Attn: Chris Coulson
5701 Mission Drive
Mission Hills, Kansas 66208

With a copy to:

Kevin Wempe
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108

With a copy to:

Polsinelli PC
Attn: Korb Maxwell
900 W 48th Place, Suite 900
Kansas City, Missouri 64112

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

Section 9.13. Kansas Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.14. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 9.15. Recordation of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Leavenworth County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

Section 9.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

Section 9.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.18. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of page left blank intentionally
Signature pages to follow]*

THIS AGREEMENT has been executed as of the date first hereinabove written.

CITY OF LANSING, KANSAS

Anthony R. McNeill, Mayor

(SEAL)

ATTEST:

Tish Sims, City Clerk

AA LANSING DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A**LEGAL DESCRIPTION AND MAP OF DISTRICT****Legal Description of District:****PROPERTY A****13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND**Tract 2:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

Map of District:

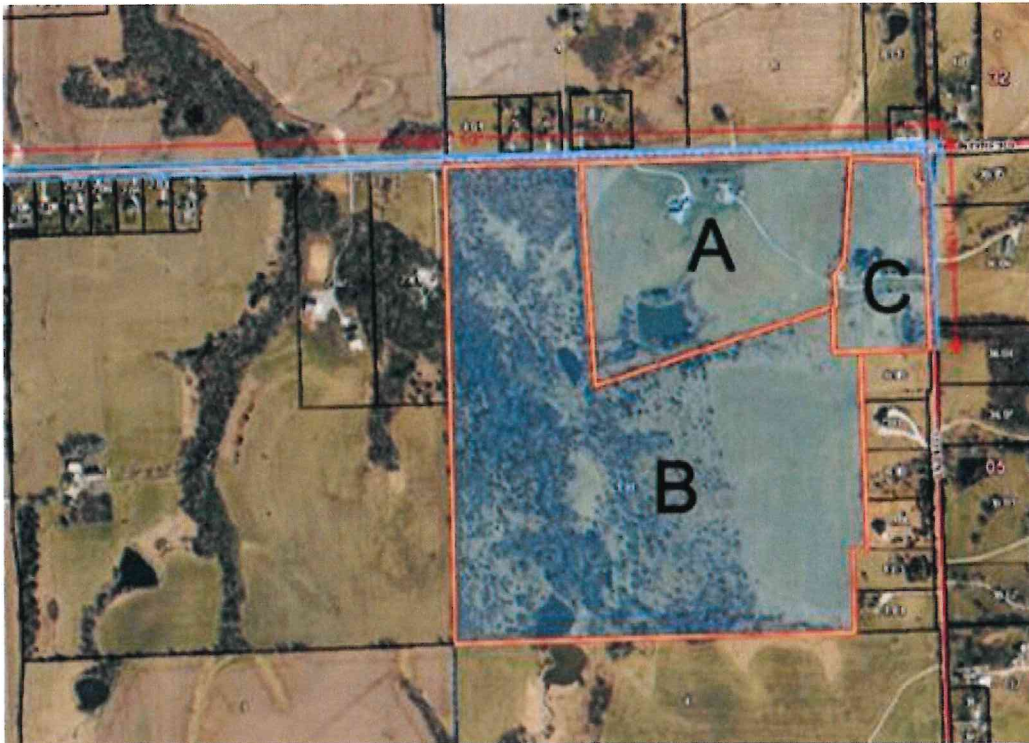


EXHIBIT B

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Lansing, Kansas
Attention: City Administrator

Re: Riverbend Heights RHID

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [] (the "Agreement") between the City and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by [AA Lansing Development, LLC] ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after [] in connection with the construction of the Project.
3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Revenue Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

AA LANSING DEVELOPMENT, LLC

By: _____

Printed Name: _____

Title: _____

Approved for Payment this __ day of _____, 20____.

CITY OF LANSING, KANSAS

By: _____

Title: _____

EXHIBIT C**FORM OF CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, AA Lansing Development, LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [____], between the City of Lansing, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of Phase [____] of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement, such Phase consisting of [____] single-family lots and Infrastructure Improvements consisting of [_____].
2. Phase [____] of the Project has been completed in a workmanlike manner and in accordance with the Construction Plans.
3. Lien waivers for Phase [____] of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to Phase [____] of the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.
4. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to Phase [____] of the Project.
5. The City’s execution of this Certificate will evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20_____.

AA LANSING DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF LANSING, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D**PROJECT BUDGET****RHID ELIGIBLE EXPENSES**

| Item | Amount | RHID Eligible | RHID Uses |
|---|------------------|----------------------|------------------|
| Land Acquisition | \$ 2,060,000.00 | \$ 2,060,000.00 | \$ 2,060,000.00 |
| Infrastructure Improvements | \$ 18,749,380.00 | \$ 18,749,380.00 | \$ 18,749,380.00 |
| Soft Costs (Engineering, Inspections, Permitting, Permitting, Insurance, Etc.) | \$ 1,683,712.00 | \$ 1,683,712.00 | \$ 1,083,120.00 |
| Third Party Professional Costs (Legal, Accounting, Financing, Etc.) | \$ 2,497,735.00 | \$ 0.00 | \$ 0.00 |
| Contingency | \$ 2,153,839.00 | \$ 1,784,752.00 | \$ 0.00 |
| TOTAL | \$ 27,144,666.00 | \$ 23,576,212.00 | \$ 21,892,500 |

EXHIBIT E

PROJECT PRELIMINARY SITE PLAN

| PHASING PLAN | | |
|--------------|---------|---------|
| | PHASE 1 | 78 LOTS |
| | PHASE 2 | 84 LOTS |
| | PHASE 3 | 57 LOTS |
| | PHASE 4 | 76 LOTS |
| | PHASE 5 | 79 LOTS |
| | PHASE 6 | 33 LOTS |

| LOT COUNTS | |
|----------------|-----------|
| LOT DIMENSIONS | # OF LOTS |
| 50' X 120' | 406 |

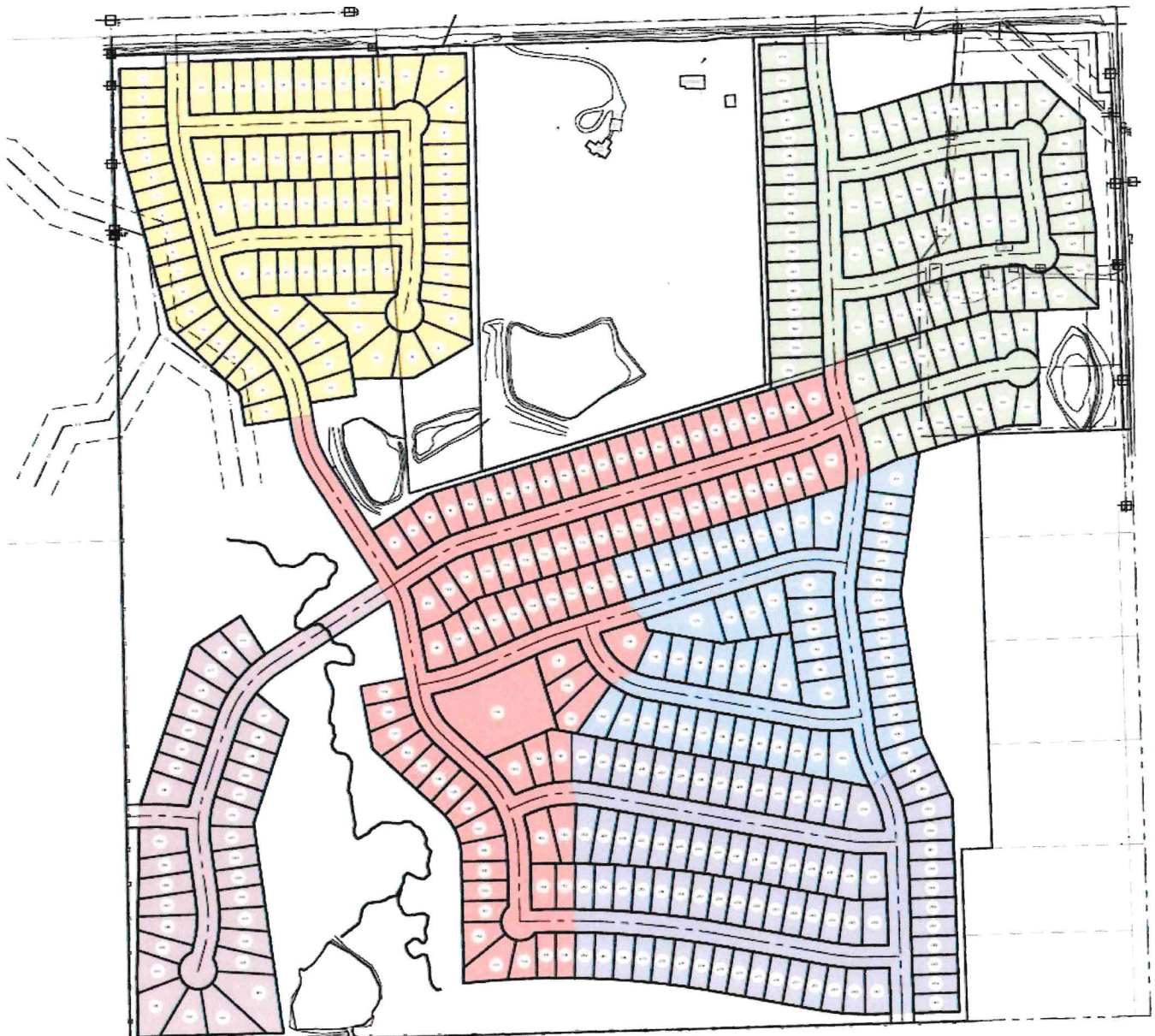


EXHIBIT F

MCINTYRE SEWER PROJECT



**DEVELOPMENT PLAN
OF THE CITY OF LANSING, KANSAS
RIVERBEND HEIGHTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

JUNE 2025

INTRODUCTION

On February 6, 2025, the City Council (the “Governing Body”) of the City Lansing, Kansas (the “City”) adopted Resolution No. B-2-2025, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 28, 2025, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Riverbend Heights Reinvestment Housing Incentive District (the “District”) is attached as ***Exhibit A*** to this Development Plan. A map of the District is attached as ***Exhibit B*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2025 is:

| | |
|--------------|------------------|
| Land | \$26,097 |
| Improvements | <u>\$93,887</u> |
| <i>Total</i> | <i>\$119,984</i> |

(3) **Owners of Record.** The name and addresses of the owners of record for the real estate within the District is:

Charles D. Engelhardt Trust
13209 McIntyre Road
Leavenworth, Kansas, 66048

(4) **Description of Housing and Public Facilities Projects.** The housing and public facilities projects that are proposed to be constructed include the following:

The housing and public facility project that will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately 417 single family homes. The infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to the following (collectively, the “**Infrastructure Improvements**”)

Infrastructure Improvements

Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

(5) **Developer’s Information.** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owners of Real Property: Charles D. Engelhardt Trust
13209 McIntyre Road
Leavenworth, Kansas, 66048

Developer: Ad Astra Lansing Development, LLC (together
with its affiliated entities, “Developer”)
5701 Mission Drive
Mission Hills, Kansas 66208

Individuals with specific interest: Ad Astra Land Holdings, LLC, has obtained an
option to purchase the real estate proposed to be
within the boundaries of the District.

(6) **Contractual Assurances.** The Governing Body expects to enter into a Development Agreement (the “Development Agreement”) with the Developer, which will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and administrative support from the City. The Development Agreement will include the contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) **Comprehensive Analysis of Feasibility.** Polsinelli PC has conducted a comprehensive analysis to determine whether the public benefits derived from the District will exceed the costs and that

the income from the District, together with other sources of revenue, will be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, and certain unavailable property tax revenues, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the costs of the Public Improvements.

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EXHIBIT A
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION OF DISTRICT

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT

The District contains the entirety of Leavenworth County Parcel Numbers 052-163-06-0-00-00-001.00-0, 052-163-06-0-00-00-001.01-0, and 052-163-06-0-00-00-005.00-0, together with all public rights-of-way adjacent thereto.

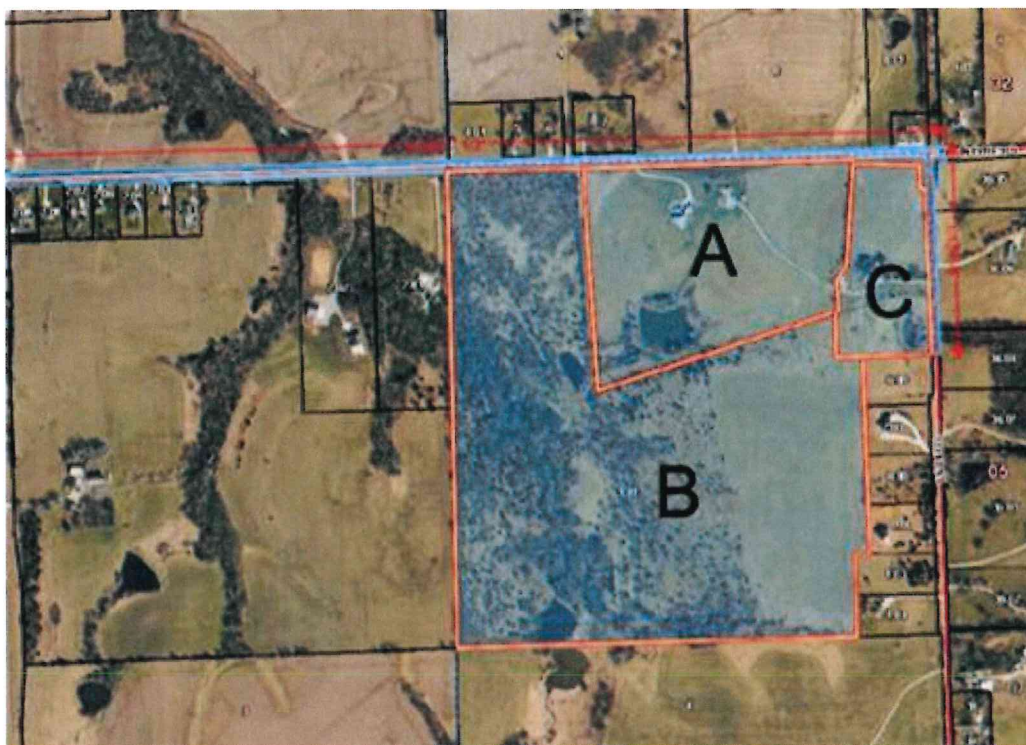


EXHIBIT C
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

a. Introduction

K.S.A. 12-5241, *et. seq.*, as amended (the “**RHID Act**”), provides a means for cities and municipalities to finance public improvements costs with incremental real estate taxes. The purpose of the RHID Act is to “encourage the development and renovation of housing in cities and counties by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing in areas of Kansas that experience a shortage of housing.”

A city may exercise the powers conferred under the RHID Act provided that the governing body of the city has adopted a resolution finding that;

1. There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county;
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county; and
4. The future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.

On February 6, 2025, the governing body of the City of Lansing, Kansas (the “**City**”) adopted Resolution No. B-2-2025 making the findings above. Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce (“**Secretary**”), as required by K.S.A. 12-5244(c). By letter dated February 28, 2025, the Secretary agreed with and approved each of the findings contained in Resolution No. B-2-2025.

Upon receipt of approval from the Secretary to proceed, the governing body may proceed with the establishment of a reinvestment housing incentive district. Before establishing the District, the governing body shall adopt a plan for the development or redevelopment of housing and public facilities in the proposed district, which shall include the items listed in K.S.A. 12-5245.

That certain Development Plan dated June 2025 (the “**Development Plan**”) has been prepared in accordance with K.S.A. 12-5245 proposing the establishment of the Riverbend Heights Reinvestment Housing Incentive District (the “**District**”).

The Development Plan provides for the development of approximately 146 +/- acres of real property within the District generally located southwest of the intersection of McIntyre Road and 131st Street in the City, as more particularly described in the Development Plan, to consist of a housing and public facility project (the “**Project**”) which will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately

417 single family homes. The interior residential infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to, the following: Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses (collectively, the **“Public Improvements”**). Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

Ad Astra Development, LLC, a Kansas limited liability company (together with its affiliated entities, the **“Developer”**) proposes to finance the Project with private debt, equity, and other public sources. As shown herein, the Development Plan proposes to finance certain Reimbursable Project Costs (as defined below) by capturing 80% of the allowable incremental real property tax increment (as provided in K.S.A. 12-5250(b)) generated within the District for a duration of 20 years (the **“RHID Increment”**)¹. It is anticipated that the RHID Increment will be made available to Developer to pay all or a portion of the Reimbursable Project Costs on a pay-as-you-go basis.

This Feasibility Analysis, prepared for the Development Plan, provides a comprehensive analysis of the feasibility of providing housing tax incentives in the District, and shows that the District’s benefits, including the RHID Increment, and other available revenues are expected to exceed or be sufficient to pay for the Public Improvements to be undertaken within the District.

b. Project Costs

The total estimated cost to complete the Project, including land acquisition, hard costs, and soft costs, is approximately \$27.14 million, as generally summarized below:

| Line Item | Est. Project Costs |
|---|---------------------------|
| Land Acquisition | \$ 2,060,000 |
| Infrastructure Improvements | \$ 18,749,380 |
| Soft Costs: Architecture & Engineering, Permits, Conditions, Etc. | \$ 1,683,712 |
| Third Party Professional Costs – Legal, Accounting, Financing, Etc. | \$ 2,497,735 |
| Contingency | \$ 2,153,839 |
| Totals | \$ 27,144,728 |

¹ Under the Charter Ordinance No. _____ (the **“Charter Ordinance”**), the City, pursuant to Article 12, Section 5 of the State Constitution, elected to exempt from and make inapplicable to it the provisions of Section 12-5250, and be governed by substitute provisions contained in Section 2 of the Charter Ordinance, which provide in relevant part that “a city may adopt a plan under [the RHID Act] in which only a specified percentage or amount of the [RHID Tax Increment] shall be paid by the treasurer of the city and deposited in the special fund of the city to pay the costs of housing projects in the district.” The City and Developer have agreed to limit the amount of incremental real property tax increment which shall be available to Developer and pledged to the Project to 80% of the incremental real property tax increment. The balance of the incremental real property tax increment will be allocated to and distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes.

c. Eligible Costs

Only costs listed in K.S.A. 12-5249 (referred to herein as “**Reimbursable Project Costs**”) are eligible for RHID financing and payment/reimbursement with RHID Increment / RHID Proceeds. Of the total costs listed above, \$23,576,212 are estimated to be Reimbursable Project Costs under the Development Plan. The estimated Reimbursable Project Costs under the Development Plan are set forth by type and amount below:

| Line Item | Est. Reimbursable Project Costs |
|---|--|
| Land Acquisition | \$ 2,060,000 |
| Construction and Extension of Public Improvements | \$ 18,749,380 |
| Soft Costs: Architecture & Engineering, Permits, Conditions, Etc. | \$ 1,683,712 |
| Third Party Professional Costs – Legal, Accounting, Financing, Etc. | \$ 0 |
| Contingencies | \$ 1,784,752 |
| Totals | \$ 23,576,212 |

d. Project Revenues

The net present value of RHID Increment generated over a period of 20 years is estimated to be approximately \$21.8 million as set forth on **Attachment 2** attached hereto. Pursuant to the RHID Act, RHID Increment can be generated from several sources, including in relevant part:

- (1) *Ad Valorem Tax Increment Revenues* – The amount of real property taxes collected from that portion of the current assessed valuation of real property within the District that is in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the District (excluding any *ad valorem* taxes not allowed to be captured under the RHID Act)

According to the Leavenworth County Appraiser’s Office, the 2025 assessed value for the District is \$119,984. Upon completion of the Project, the District is estimated to have an assessed value of approximately \$14,421,000 as set forth on **Attachment 2** attached hereto. The difference between the base year assessed value and the assessed value at full build-out, when multiplied by the applicable mill levy rate subject to capture, is estimated to create annual RHID Increment at stabilization of approximately \$1,346,103, which is assumed to grow annually with inflation thereafter.

Assuming assessed valuation growth of approximately 2% per year, total gross RHID Increment to be generated by the Project, and pledged to the Project for reimbursement of Reimbursable Project Costs, over the 20-year term of the Development Plan and RHID is estimated to be approximately \$21,816,527,

of which the net present value is estimated to be \$8,329,159. Detailed Project assumptions and RHID projections are set forth on **Attachment 1** and **Attachment 2**, respectively.

The total of Reimbursable Project Costs that can be financed under the RHID Act is limited to the amount of RHID Increment. Thus, by operation, the RHID Increment will always equal or exceed the amount of Reimbursable Project Costs actually paid or reimbursed with the same. Based on the Project's (1) estimated Reimbursable Project Costs, and (2) estimated RHID Increment, this feasibility analysis shows that the Project's benefits, tax increment revenue and other available revenues will be sufficient to pay for the public improvements to be undertaken within the RHID, and, when supplemented by private debt and equity, all Project costs.

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ATTACHMENT 1

Project Assumptions

PROJECT ASSUMPTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| | | | Project Assumptions | | | |
|---------------------|------------|----------------------|-----------------------|---------------------|----------------------|-------------------------|
| Project Component | Units | Appraised Value/Unit | Total Appraised Value | Assessed Value/Unit | Total Assessed Value | Total Taxes at Buildout |
| Single Family Homes | 418 | \$ 300,000 | \$ 125,400,000 | 34,500 | \$ 14,421,000 | \$ 2,006,798 |
| Totals | 418 | | \$ 125,400,000 | | \$ 14,421,000 | \$ 2,006,798 |

| | | | Base Assessed Value | | | |
|----------------------|--------------------|-------------------------|---------------------|-------------------|-------------------|----------------------|
| Property | Address | Parcel No. | Acres | Appraised Value | Assessed Value | Base Property Taxes* |
| Engelhardt SF 1 | 24303 131ST ST | 163-06-0-00-00-005.00-0 | 11.2 | \$ 131,940 | \$ 16,352 | \$ 2,276 |
| Engelhardt Farm Site | 00000 131ST ST | 163-06-0-00-00-001.01-0 | 99.90 | \$ 17,490 | \$ 5,247 | \$ 730 |
| Engelhardt SF 2 | 13209 MC INTYRE RD | 163-06-0-00-00-001.00-0 | 31.10 | \$ 847,120 | \$ 98,385 | \$ 13,691 |
| Total | | | 142.20 | \$ 996,550 | \$ 119,984 | \$ 16,697 |

*Note: Est. based on 2025 assessed value, at the 2024 City levy rate.

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 125,400,000 |
| Total Assessed at Build Out | \$ 14,421,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| 2024 Property Tax Rates - Lansing, KS | | | |
|---------------------------------------|-------------------|--------------------------|----------------|
| Jurisdiction | Property Tax Rate | Rate NOT Subject to RHID | Net for RHID |
| STATE OF KANSAS | 1.500 | 1.500 | 0.000 |
| COUNTY (ALL LEVIES) | 37.561 | 0.000 | 37.561 |
| CITY OF LANSING | 41.909 | 0.000 | 41.909 |
| USD 469 (GENERAL) | 20.000 | 20.000 | 0.000 |
| USD 469 (SUPP. GENERAL) | 15.335 | 0.000 | 15.335 |
| USD 469 (CAP. OUTLAY) | 7.997 | 0.000 | 7.997 |
| USD 469 (BOND & INT.) | 14.420 | 0.000 | 14.420 |
| USD 469 (SPEC. ASSMT.) | 0.436 | 0.000 | 0.436 |
| Totals | 139.158 | 21.500 | 117.658 |

ATTACHMENT 2

RHID Revenue Projections

RHID REVENUE PROJECTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | REAL ESTATE TAXES CAPTURED BEFORE RHID | BASE TAXES | TAXES NOT SUBJECT TO RHID | RHID REVENUE GENERATED | AVAILABLE FOR DEVELOPER REIMBURSEMENT (80%) |
|--------------------------|------|---------------------|---------------------------------------|--|------------|---------------------------|------------------------|---|
| 1 | 2025 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - |
| 3 | 2027 | \$ 119,984 | \$ 2,163,150 | \$ 301,020 | \$ 16,697 | \$ 43,928 | \$ 240,395 | \$ 192,316 |
| 4 | 2028 | \$ 119,984 | \$ 3,749,460 | \$ 521,767 | \$ 16,697 | \$ 78,034 | \$ 427,037 | \$ 341,630 |
| 5 | 2029 | \$ 119,984 | \$ 5,191,560 | \$ 722,447 | \$ 16,697 | \$ 109,039 | \$ 596,711 | \$ 477,369 |
| 6 | 2030 | \$ 119,984 | \$ 7,498,920 | \$ 1,043,535 | \$ 16,697 | \$ 158,647 | \$ 868,191 | \$ 694,553 |
| 7 | 2031 | \$ 119,984 | \$ 9,806,280 | \$ 1,364,622 | \$ 16,697 | \$ 208,255 | \$ 1,139,670 | \$ 911,736 |
| 8 | 2032 | \$ 119,984 | \$ 12,113,640 | \$ 1,685,710 | \$ 16,697 | \$ 257,864 | \$ 1,411,150 | \$ 1,128,920 |
| 9 | 2033 | \$ 119,984 | \$ 14,421,000 | \$ 2,006,798 | \$ 16,697 | \$ 307,472 | \$ 1,682,629 | \$ 1,346,103 |
| 10 | 2034 | \$ 119,984 | \$ 14,709,420 | \$ 2,046,933 | \$ 16,697 | \$ 313,673 | \$ 1,716,564 | \$ 1,373,251 |
| 11 | 2035 | \$ 119,984 | \$ 15,003,608 | \$ 2,087,872 | \$ 16,697 | \$ 319,998 | \$ 1,751,177 | \$ 1,400,942 |
| 12 | 2036 | \$ 119,984 | \$ 15,303,681 | \$ 2,129,630 | \$ 16,697 | \$ 326,449 | \$ 1,786,483 | \$ 1,429,187 |
| 13 | 2037 | \$ 119,984 | \$ 15,609,754 | \$ 2,172,222 | \$ 16,697 | \$ 333,030 | \$ 1,822,495 | \$ 1,457,996 |
| 14 | 2038 | \$ 119,984 | \$ 15,921,949 | \$ 2,215,667 | \$ 16,697 | \$ 339,742 | \$ 1,859,228 | \$ 1,487,382 |
| 15 | 2039 | \$ 119,984 | \$ 16,240,388 | \$ 2,259,980 | \$ 16,697 | \$ 346,589 | \$ 1,896,695 | \$ 1,517,356 |
| 16 | 2040 | \$ 119,984 | \$ 16,565,196 | \$ 2,305,180 | \$ 16,697 | \$ 353,572 | \$ 1,934,911 | \$ 1,547,929 |
| 17 | 2041 | \$ 119,984 | \$ 16,896,500 | \$ 2,351,283 | \$ 16,697 | \$ 360,695 | \$ 1,973,891 | \$ 1,579,113 |
| 18 | 2042 | \$ 119,984 | \$ 17,234,430 | \$ 2,398,309 | \$ 16,697 | \$ 367,961 | \$ 2,013,651 | \$ 1,610,921 |
| 19 | 2043 | \$ 119,984 | \$ 17,579,119 | \$ 2,446,275 | \$ 16,697 | \$ 375,371 | \$ 2,054,207 | \$ 1,643,365 |
| 20 | 2044 | \$ 119,984 | \$ 17,930,701 | \$ 2,495,200 | \$ 16,697 | \$ 382,930 | \$ 2,095,573 | \$ 1,676,459 |
| TOTALS | | | | \$ 32,587,843 | \$ 333,935 | \$ 4,983,249 | \$ 27,270,659 | \$ 21,816,527 |
| NET PRESENT VALUE | | | | \$ 12,477,896 | \$ 163,931 | \$ 1,902,515 | \$ 10,411,449 | \$ 8,329,159 |

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 125,400,000 |
| Total Assessed at Build Out | \$ 14,421,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| Phasing Assumptions | | |
|---------------------|------|-----------------------|
| RHID Year | Year | Percentage Completion |
| 1 | 2025 | 0.00% |
| 2 | 2026 | 0.00% |
| 3 | 2027 | 15.00% |
| 4 | 2028 | 26.00% |
| 5 | 2029 | 36.00% |
| 6 | 2030 | 52.00% |
| 7 | 2031 | 68.00% |
| 8 | 2032 | 84.00% |
| 9 | 2033 | 100.00% |



INTRODUCTION

This policy document and application provides an outline for the creation and implementation of Reinvestment Housing Incentive Districts within the City of Lansing. This application and all related information requested on this form is required for the consideration of establishing a Rural Housing Incentive District (RHID) within the City of Lansing.

POLICY

Section 1. Applicability

The City of Lansing intends to facilitate new attainable housing development located via the Rural Housing Investment District (RHID), as approved by City Council resolution and the Kansas Secretary of Commerce. This policy does not replace the normal development review and approval process. All appropriate planning and subdivision approvals shall be obtained prior to or in conjunction with the RHID approval. This policy shall apply to all petitions for RHID financing.

Projects that qualify for RHID financing shall meet the following criteria:

1. The average unit square footage of the development shall be no greater than 1,600 square feet.
2. Include a minimum of 10% of attached unit styles,
3. Include the maximum duration of 20 years, and
4. Monthly rent of a dwelling unit owned and operated by the developer, shall not exceed 30% of the 4 Persons, 100% Moderate Income Housing Income Range, as published each year by the Kansas Housing Resource Corporation (KHRC). Households shall not be restricted by Moderate Income Housing Income limits.

Section 2. Application

Developers/owners intending to use RHID financing shall submit the application, all required documents, and fees as listed in the Application.

Section 3. Development Agreement

All Developers proposing to use RHID infrastructure financing shall be required to enter into a development agreement with the City of Lansing. This Development agreement shall be reviewed and approved by the City Administrator, City Attorney, City Engineer, Director of Finance, Community & Economic Development Director, or other authorized individuals prior to forwarding to City Council with the RHID Plan.

Section 4. Authority Of The Governing Body

The Governing Body reserves the right to vary from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the Governing Body, by its inherent authority, reserves the right to reject any proposal or request for the creation of an RHID at any time in the review process when it considers such action to be in the best interest of the City or whenever, in the opinion of the City Council sufficient properties are already available for the type of development being considered.

APPLICATION

Information and Items Required:

1. *Exhibit A:* A cover letter requesting the creation of the district with a narrative describing how the district will address housing shortage of City of Lansing as outlined in the adopted 2023 Housing Study.
2. *Exhibit B:* Legal description of proposed district.
3. *Exhibit C:* Preliminary Site Plan
4. *Exhibit D:* An excel copy (.xlsx) and PDF file of the proposed project pro forma, with full estimated project costs and sources of funds.
5. *Exhibit E:* A schedule of investors with percentages of invested debt and equity.
6. *Exhibit F:* Project feasibility analysis
7. *Exhibit G (Optional):* If RHID bonds are being requested, please provide a separate narrative justifying the request for RHID bonds. The City prefers pay-as-you-go financing and will only consider the issuance of RHID bonds in limited circumstances.
8. Completed and signed application (found on next page).
9. Non-refundable Application Fee of \$1,000.
10. The Company/Applicant will be required to provide the following documentation to the City prior to adoption of a Resolution to approve the RHID:
 - a. Contractual assurances guaranteeing the financial feasibility of the project;

- b. Comprehensive analysis of feasibility of providing housing tax incentives in the district that shows Benefits derived from the other district will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements; and
- c. Signed Funding Agreement and initial deposit.

Agenda Item 3.

Project Name:

Agenda Item 3.

Land Owners**Name:** Charles D Engelhardt Trust**Phone:** (913) 952-2641**Address:** 13209 McIntyre Rd, Leavenworth, KS 66048**Email:** jrengel@aol.com**Developer****Name:** Ad Astra Development LLC**Phone:** (816) 547-4077**Address:** 5701 Mission Dr Shawnee Mission, KS 66208**Email:** chris.coulson@gmail.com**Builder****Name:** TBD**Phone:****Address:****Email:****Property Information****Site Address:** 13209 McIntyre Rd, Leavenworth, KS 66048 - Future Address Designated by City of Lansing**Total Acreage of Site:** 125.49**Current Zoning:** Ag - Farm Home Site - SFR**Zoning****Requested:** R-1 Residential**Project Information****Estimated Project****Duration:** 6 - 10 Years**Est. Project Start**

First Quarter 2026

Date:**Proposed Units/Year:** 60**Proposed Phases:** 6 Phases As Proposed**Home Size (sq. ft.)**

Min: 1,300

Max: 1,800 - 2,000

Avg: 1,500

| Unit Type | Total # of Units | Occupancy Type: | Unit Size (Max) | Cost Per Sqft | Total Cost Per Unit |
|---|---------------------------------|-----------------|-------------------------|---------------|----------------------|
| Single Family, Duplexes, Fourplex, Multifamily, etc | | Own/Rent/Lease | | | |
| 1) Single Family | 418 | Own | 1,800 - 2,000 | \$200-\$250 | \$275,000 - \$400,00 |
| 2) | | | | | |
| 3) | | | | | |
| Total Project Costs: | \$130,000,000 - \$150,000,000 | | Equity Invested: | \$30,000,000 | |
| RHID Request: | 80% of Reimbursement for 20 yrs | | Debt Amount: | | |
| Annual Property Tax: | Total: \$2,006,798 | | | Per Unit: | \$4,801 |

I do hereby solemnly swear (or affirm) under penalty of law that the information provided herein is true and correct and that I understand what documents must be provided for consideration of a proposed RHID district under the Reinvestment Housing Incentive District Policy of the City of Lansing.

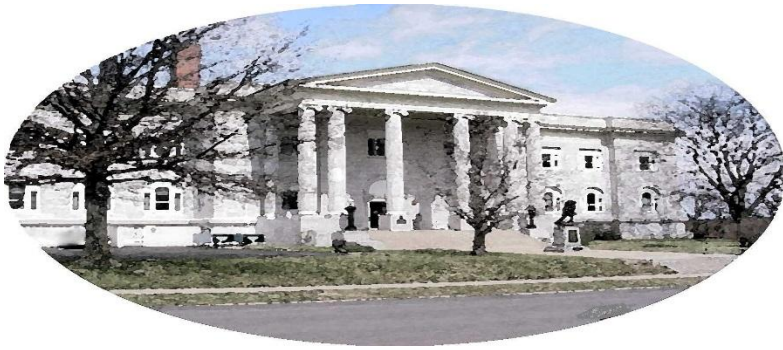
The Applicant acknowledges and agrees that all fees and expenses incurred in connection with this application or establishment of this Project, whether or not approved, will be paid by the Applicant. The Applicant shall hold the City, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the project or the requested economic incentives.



Signature of Applicant

6/17/2025

Date



COUNTY OF LEAVENWORTH

County Administrator

300 Walnut, Suite 225

Leavenworth, Kansas 66048-2815

(913) 684-0417

Facsimile (913) 684-0410

email: mloughry@leavenworthcounty.gov

Commissioners, typically I am very supportive of incentives that are considered “pay as you go” like the RHID program. These types of incentives require performance before they are earned. This is a much better model than receiving tax abatements or payments for the promise of performance. However, there should be a need for any incentive and it should have no negative impact on the County.

I have reviewed the Riverbend RHID and want to pass along some basic information for your consideration. This proposal is for approximately 146 acres of ground to the south of Lansing that was annexed into the city with the intent of completing this development. They are proposing a subdivision with 406 lots for single family homes. They intend to use a 20-year Reinvestment Incentive Housing District to recover costs associated with developing the lots. At full build out they forecast this development will have an assessed value of approximately \$14,421,000 generating roughly \$700,000 in property tax for the County once the RHID expires. The total cost of the development is estimated at \$24,300,000.00. The estimated revenue from lot sales is \$21,600,000.00. The total amount the developer will receive as projected is approximately \$18,100,000.00.

I have reviewed their financials and find that they are as accurate as possible using their assumptions. In any development there is a risk that the market could turn and therefore the development could stall as we saw happen in 2007. When forecasting out 20 years or longer it is highly likely some of the assumptions will miss, however, the county is not at risk regardless since we are not issuing debt or providing upfront incentives.

Per Kansas Statute 12-5246 the Board of County Commissioners may determine via resolution that the proposed district will have an adverse effect on the County. If the Commission makes this finding within the allotted time, it will nullify the City’s RHID.

I believe the development will create an adverse impact on the County. While new development is encouraged, there is of course a cost for providing county services to new residents. Since the incentive is for property tax abatement, I utilized the property tax collected for county services per capita to calculate the impact. For my impact calculation I included only EMS, Sheriff, County Attorney, Courts, Appraiser, Roads, Health and the Council on Aging. While there would be a slight impact on some other areas, I felt it would be hard to assign a direct cost. I did not use the entire cost of the services, only the portion funded with property tax. The chart below demonstrates the direct impact of the increased residents offset by the proposed RHID revenue and increased sales tax collections for the County.

| Year | Households | Population | Total County Cost Per Capita (\$340.26) | RHID Revenue to the County | Projected Increased County Sales Tax | Net Direct Impact on the County |
|------|------------|------------|---|----------------------------|--------------------------------------|---------------------------------|
| 2025 | 0 | 0 | \$0 | \$0 | \$16,687 | \$16,687 |
| 2026 | 0 | 0 | \$0 | \$0 | \$16,687 | \$16,687 |
| 2027 | 61 | 153 | \$51,890 | \$14,882 | \$39,921 | \$2,913 |
| 2028 | 106 | 265 | \$90,169 | \$26,456 | \$38,843 | (\$24,870) |
| 2029 | 146 | 365 | \$124,195 | \$36,982 | \$43,198 | (\$44,015) |
| 2030 | 211 | 528 | \$179,487 | \$53,815 | \$65,544 | (\$60,128) |
| 2031 | 276 | 690 | \$234,779 | \$70,650 | \$75,750 | (\$88,379) |
| 2032 | 341 | 853 | \$290,072 | \$87,486 | \$85,956 | (\$116,630) |
| 2033 | 406 | 1,015 | \$345,364 | \$104,322 | \$96,161 | (\$144,881) |
| 2034 | 406 | 1,015 | \$345,364 | \$106,426 | \$65,061 | (\$173,877) |
| 2035 | 406 | 1,015 | \$345,364 | \$108,573 | \$66,362 | (\$170,428) |
| 2036 | 406 | 1,015 | \$345,364 | \$110,762 | \$67,689 | (\$166,913) |
| 2037 | 406 | 1,015 | \$345,364 | \$112,996 | \$69,043 | (\$163,325) |
| 2038 | 406 | 1,015 | \$345,364 | \$115,273 | \$70,424 | (\$159,667) |
| 2039 | 406 | 1,015 | \$345,364 | \$117,597 | \$71,833 | (\$155,934) |
| 2040 | 406 | 1,015 | \$345,364 | \$149,959 | \$73,269 | (\$122,136) |
| 2041 | 406 | 1,015 | \$345,364 | \$183,577 | \$74,735 | (\$87,052) |
| 2042 | 406 | 1,015 | \$345,364 | \$218,488 | \$76,229 | (\$50,647) |
| 2043 | 406 | 1,015 | \$345,364 | \$254,730 | \$77,754 | (\$12,880) |
| 2044 | 406 | 1,015 | \$345,364 | \$292,344 | \$79,309 | \$26,289 |
| | | | \$5,114,958 | \$2,165,318 | \$1,270,455 | (\$1,679,185) |

Another area the proposed development will have an impact on is the pressure it will create on the rest of the housing market. Adding between 45 to 65 homes per year to the current market will impact the ability to sell other homes not in the RHID. Particularly if they can sell those homes for less than a similar home in a development not receiving the incentive. This creates a negative impact on other developers and on future property tax collections. Over the past four years there has been an average of 217 homes built per year in the county. If only 5% of the buyers purchase in the RHID versus in developments without the tax incentive it would have an impact on property tax collections. The chart below estimates that impact.

| Cumulative Decreased home sales in rest of County | Assessed Home Value at 2% annual Growth | Annual taxes on \$400K home | Lost tax collections |
|---|---|-----------------------------|----------------------|
| 10 | \$40,250 | \$1,512 | \$15,123 |
| 20 | \$41,055 | \$1,543 | \$30,850 |
| 30 | \$41,876 | \$1,573 | \$47,201 |

| | | | |
|--------------------------------------|----------|---------|--------------------|
| 40 | \$42,714 | \$1,605 | \$64,193 |
| 50 | \$43,568 | \$1,637 | \$81,847 |
| 60 | \$44,439 | \$1,670 | \$100,180 |
| 70 | \$45,328 | \$1,703 | \$119,215 |
| 70 | \$46,235 | \$1,737 | \$121,599 |
| 70 | \$47,159 | \$1,772 | \$124,031 |
| 70 | \$48,102 | \$1,807 | \$126,511 |
| 70 | \$49,065 | \$1,843 | \$129,042 |
| 70 | \$50,046 | \$1,880 | \$131,622 |
| 70 | \$51,047 | \$1,918 | \$134,255 |
| 70 | \$52,068 | \$1,956 | \$136,940 |
| 70 | \$53,109 | \$1,995 | \$139,679 |
| 70 | \$54,171 | \$2,035 | \$142,472 |
| 70 | \$55,255 | \$2,076 | \$145,322 |
| 70 | \$56,360 | \$2,118 | \$148,228 |
| Total lost over the life of the RHID | | | \$1,938,311 |

The negative financial impact to the county would be at least \$1,679,185.00 directly related to the cost of services for the new residents. There is a high likelihood that the increased homes on the market will lead to decreased sales of other homes elsewhere in the county. Conservatively I estimate that financial impact will be close to \$2,000,000.00. Potentially it could be much higher as it may drive some of our developers completely out of the area.

Once the full incentive ends in 2044 the estimated property tax collections for the county will be approximately \$670,000.00. The cost of the services provided at that time will not allow the county to recover the adverse financial impact this development has the potential of creating.

Please let me know if you need additional information or require further discussion.

PROJECTED LEAVENWORTH COUNTY BENEFITS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| | | | | | COUNTY BENEFITS | | | |
|-----------|------|---------------------|---------------------------------------|---------------------|--|--------------------------------------|-------------------------------------|----------------|
| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | BASE TAXES (COUNTY) | (BASE TAXES AND COUNTY'S SHARE OF 20% RHID REVENUES) | SALES TAXES (CONSTRUCTION MATERIALS) | SALES TAXES (NEW RESIDENT SPENDING) | TOTAL BENEFITS |
| 1 | 2025 | \$ 119,984 | \$ - | \$ 4,507 | 4,507 | 37,499 | - | 42,005 |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 4,507 | 4,507 | 37,499 | - | 42,005 |
| 3 | 2027 | \$ 119,984 | \$ 2,101,050 | \$ 4,507 | 19,389 | 68,208 | 21,501 | 109,098 |
| 4 | 2028 | \$ 119,984 | \$ 3,641,820 | \$ 4,507 | 30,963 | 50,019 | 37,268 | 118,250 |
| 5 | 2029 | \$ 119,984 | \$ 5,042,520 | \$ 4,507 | 41,486 | 45,472 | 51,602 | 138,559 |
| 6 | 2030 | \$ 119,984 | \$ 7,283,640 | \$ 4,507 | 58,322 | 72,755 | 74,536 | 205,612 |
| 7 | 2031 | \$ 119,984 | \$ 9,524,760 | \$ 4,507 | 75,157 | 72,755 | 97,470 | 245,382 |
| 8 | 2032 | \$ 119,984 | \$ 11,765,880 | \$ 4,507 | 91,993 | 72,755 | 120,404 | 285,152 |
| 9 | 2033 | \$ 119,984 | \$ 14,007,000 | \$ 4,507 | 108,829 | 72,755 | 143,338 | 324,922 |
| 10 | 2034 | \$ 119,984 | \$ 14,287,140 | \$ 4,507 | 110,933 | - | 146,204 | 257,138 |
| 11 | 2035 | \$ 119,984 | \$ 14,572,883 | \$ 4,507 | 113,080 | - | 149,129 | 262,208 |
| 12 | 2036 | \$ 119,984 | \$ 14,864,340 | \$ 4,507 | 115,269 | - | 152,111 | 267,380 |
| 13 | 2037 | \$ 119,984 | \$ 15,161,627 | \$ 4,507 | 117,503 | - | 155,153 | 272,656 |
| 14 | 2038 | \$ 119,984 | \$ 15,464,860 | \$ 4,507 | 119,780 | - | 158,256 | 278,037 |
| 15 | 2039 | \$ 119,984 | \$ 15,774,157 | \$ 4,507 | 122,104 | - | 161,422 | 283,526 |
| 16 | 2040 | \$ 119,984 | \$ 16,089,640 | \$ 4,507 | 154,466 | - | 164,650 | 319,116 |
| 17 | 2041 | \$ 119,984 | \$ 16,411,433 | \$ 4,507 | 188,084 | - | 167,943 | 356,027 |
| 18 | 2042 | \$ 119,984 | \$ 16,739,662 | \$ 4,507 | 222,995 | - | 171,302 | 394,297 |
| 19 | 2043 | \$ 119,984 | \$ 17,074,455 | \$ 4,507 | 259,237 | - | 174,728 | 433,965 |
| 20 | 2044 | \$ 119,984 | \$ 17,415,944 | \$ 4,507 | 296,851 | - | 178,222 | 475,073 |
| TOTALS | | | | \$ 90,134 | \$ 2,255,454 | \$ 529,718 | \$ 2,325,237 | \$ 5,110,408 |

Note: Sales tax figures are estimates only and intended to provide directional insight based on revenues generated from the County's 1% sales tax levy. They are not adjusted to reflect internal distribution formulas between the County and its cities.

| | |
|---|---------------|
| Projected Assessed Value Following Expiration of RHID Term: | \$ 17,764,263 |
| Annual Tax Revenue to County: | \$ 667,243 |

| Financing Assumptions | |
|--|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 121,800,000 |
| Total Assessed at Build Out | \$ 14,007,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| County District Mills (Total) | 37.561 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |
| Est. Construction Material Cost Per Home | \$ 112,000 |
| Est. Construction Material Cost (Infrastructure) | \$ 7,499,752 |
| Median Household Income (Lansing) | \$ 100,871 |
| % of Income Spent on Taxable Goods/Services | 35% |

| Phasing Assumptions | | | |
|---------------------|------|-----------------------|--------------------|
| RHID Year | Year | Percentage Completion | Est. Homes Online. |
| 1 | 2025 | 0.00% | 0 |
| 2 | 2026 | 0.00% | 0 |
| 3 | 2027 | 15.00% | 61 |
| 4 | 2028 | 26.00% | 106 |
| 5 | 2029 | 36.00% | 146 |
| 6 | 2030 | 52.00% | 211 |
| 7 | 2031 | 68.00% | 276 |
| 8 | 2032 | 84.00% | 341 |
| 9 | 2033 | 100.00% | 406 |

PROJECT ASSUMPTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| Project Assumptions | | | | | | |
|---------------------|-------|----------------------|-----------------------|---------------------|----------------------|-------------------------|
| Project Component | Units | Appraised Value/Unit | Total Appraised Value | Assessed Value/Unit | Total Assessed Value | Total Taxes at Buildout |
| Single Family Homes | 406 | \$ 300,000 | \$ 121,800,000 | 34,500 | \$ 14,007,000 | \$ 1,949,186 |
| Totals | 406 | | \$ 121,800,000 | | \$ 14,007,000 | \$ 1,949,186 |

| Base Assessed Value | | | | | | |
|---|--------------------|-------------------------|--------|-----------------|----------------|----------------------|
| Property | Address | Parcel No. | Acres | Appraised Value | Assessed Value | Base Property Taxes* |
| Englehardt SF 1 | 24303 131ST ST | 163-06-0-00-00-005.00-0 | 11.2 | \$ 131,940 | \$ 16,352 | \$ 2,276 |
| Engelhardt Farm Site | 00000 131ST ST | 163-06-0-00-00-001.01-0 | 99.90 | \$ 17,490 | \$ 5,247 | \$ 730 |
| Engelhardt SF 2 | 13209 MC INTYRE RD | 163-06-0-00-00-001.00-0 | 31.10 | \$ 847,120 | \$ 98,385 | \$ 13,691 |
| Total | | | 142.20 | \$ 996,550 | \$ 119,984 | \$ 16,697 |
| *Note: Est. based on 2025 assessed value, at the 2024 City levy rate. | | | | | | |

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 121,800,000 |
| Total Assessed at Build Out | \$ 14,007,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| 2024 Property Tax Rates - Lansing, KS | | | |
|---------------------------------------|-------------------|--------------------------|--------------|
| Jurisdiction | Property Tax Rate | Rate NOT Subject to RHID | Net for RHID |
| STATE OF KANSAS | 1.500 | 1.500 | 0.000 |
| COUNTY (ALL LEVIES) | 37.561 | 0.000 | 37.561 |
| CITY OF LANSING | 41.909 | 0.000 | 41.909 |
| USD 469 (GENERAL) | 20.000 | 20.000 | 0.000 |
| USD 469 (SUPP. GENERAL) | 15.335 | 0.000 | 15.335 |
| USD 469 (CAP. OUTLAY) | 7.997 | 0.000 | 7.997 |
| USD 469 (BOND & INT.) | 14.420 | 0.000 | 14.420 |
| USD 469 (SPEC. ASSMT.) | 0.436 | 0.000 | 0.436 |
| Totals | 139.158 | 21.500 | 117.658 |

PROJECTED LEAVENWORTH COUNTY BENEFITS
Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| | | | | | | COUNTY BENEFITS | | | |
|-----------|------|---------------------|--|------------------------|---------------------------------------|---|---|--|----------------|
| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | BASE TAXES (COUNTY) | RHID REVENUE GENERATED (COUNTY) | (BASE TAXES AND COUNTY'S SHARE OF 20% RHID REVENUES) | SALES TAXES (CONSTRUCTION MATERIALS) | SALES TAXES (NEW RESIDENT SPENDING) | TOTAL BENEFITS |
| 1 | 2025 | \$ 119,984 | \$ - | \$ 4,507 | \$ - | 4,507 | 37,499 | - | 42,005 |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 4,507 | \$ - | 4,507 | 37,499 | - | 42,005 |
| 3 | 2027 | \$ 119,984 | \$ 2,101,050 | \$ 4,507 | \$ 74,411 | 19,389 | 68,208 | 21,501 | 109,098 |
| 4 | 2028 | \$ 119,984 | \$ 3,641,820 | \$ 4,507 | \$ 132,284 | 30,963 | 50,019 | 37,268 | 118,250 |
| 5 | 2029 | \$ 119,984 | \$ 5,042,520 | \$ 4,507 | \$ 184,895 | 41,486 | 45,472 | 51,602 | 138,559 |
| 6 | 2030 | \$ 119,984 | \$ 7,283,640 | \$ 4,507 | \$ 269,074 | 58,322 | 72,755 | 74,536 | 205,612 |
| 7 | 2031 | \$ 119,984 | \$ 9,524,760 | \$ 4,507 | \$ 353,253 | 75,157 | 72,755 | 97,470 | 245,382 |
| 8 | 2032 | \$ 119,984 | \$ 11,765,880 | \$ 4,507 | \$ 437,431 | 91,993 | 72,755 | 120,404 | 285,152 |
| 9 | 2033 | \$ 119,984 | \$ 14,007,000 | \$ 4,507 | \$ 521,610 | 108,829 | 72,755 | 143,338 | 324,922 |
| 10 | 2034 | \$ 119,984 | \$ 14,287,140 | \$ 4,507 | \$ 532,133 | 110,933 | - | 146,204 | 257,138 |
| 11 | 2035 | \$ 119,984 | \$ 14,572,883 | \$ 4,507 | \$ 542,865 | 113,080 | - | 149,129 | 262,208 |
| 12 | 2036 | \$ 119,984 | \$ 14,864,340 | \$ 4,507 | \$ 553,813 | 115,269 | - | 152,111 | 267,380 |
| 13 | 2037 | \$ 119,984 | \$ 15,161,627 | \$ 4,507 | \$ 564,979 | 117,503 | - | 155,153 | 272,656 |
| 14 | 2038 | \$ 119,984 | \$ 15,464,860 | \$ 4,507 | \$ 576,369 | 119,780 | - | 158,256 | 278,037 |
| 15 | 2039 | \$ 119,984 | \$ 15,774,157 | \$ 4,507 | \$ 587,986 | 122,104 | - | 161,422 | 283,526 |
| 16 | 2040 | \$ 119,984 | \$ 16,089,640 | \$ 4,507 | \$ 599,836 | 154,466 | - | 164,650 | 319,116 |
| 17 | 2041 | \$ 119,984 | \$ 16,411,433 | \$ 4,507 | \$ 611,923 | 188,084 | - | 167,943 | 356,027 |
| 18 | 2042 | \$ 119,984 | \$ 16,739,662 | \$ 4,507 | \$ 624,252 | 222,995 | - | 171,302 | 394,297 |
| 19 | 2043 | \$ 119,984 | \$ 17,074,455 | \$ 4,507 | \$ 636,827 | 259,237 | - | 174,728 | 433,965 |
| 20 | 2044 | \$ 119,984 | \$ 17,415,944 | \$ 4,507 | \$ 649,654 | 296,851 | - | 178,222 | 475,073 |
| TOTALS | | | | \$ 90,134 | \$ 8,453,595 | \$ 2,255,454 | \$ 529,718 | \$ 2,325,237 | \$ 5,110,408 |

| | |
|---|---------------|
| Projected Assessed Value Following Expiration of RHID Term: | \$ 17,764,263 |
| Annual Tax Revenue to County: | \$ 667,243 |

| Financing Assumptions | |
|--|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 121,800,000 |
| Total Assessed at Build Out | \$ 14,007,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| County District Mills (Total) | 37.561 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |
| Est. Construction Material Cost Per Home | \$ 112,000 |
| Est. Construction Material Cost (Infrastructure) | \$ 7,499,752 |
| Median Household Income (Lansing) | \$ 100,871 |
| % of Income Spent on Taxable Goods/Services | 35% |

| Phasing Assumptions | | | | |
|---------------------|-----------|------|-----------------------|--------------------|
| Year | RHID Year | Year | Percentage Completion | Est. Homes Online. |
| 2025 | 1 | 2025 | 0.00% | 0 |
| 2026 | 2 | 2026 | 0.00% | 0 |
| 2027 | 3 | 2027 | 15.00% | 61 |
| 2028 | 4 | 2028 | 26.00% | 106 |
| 2029 | 5 | 2029 | 36.00% | 146 |
| 2030 | 6 | 2030 | 52.00% | 211 |
| 2031 | 7 | 2031 | 68.00% | 276 |
| 2032 | 8 | 2032 | 84.00% | 341 |
| 2033 | 9 | 2033 | 100.00% | 406 |

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY OF LANSING, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the governing body (the “Governing Body”) of the City of Lansing, Kansas (the “City”) has performed a Housing Needs Analysis, dated October 11, 2023 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. B-2-2025 adopted by the Governing Body made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 28, 2025, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Riverbend Heights Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body of the City has adopted Resolution No. B-5-2025, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for July 17, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on July 17, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that notice of the public hearing conducted July 17, 2025, was duly made in accordance with the provisions of the Act.

Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the real property legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*.

The District's boundaries do not contain any property not referenced in Resolution No. B-5-2025, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan and Development Agreement. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the approval of the Development Agreement (Riverbend

Heights Reinvestment Housing Incentive District) between the City and AA Lansing Development, LLC is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Administrator. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Ordinance and the Development Agreement, as may be approved by the City Administrator, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on July 17, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Leavenworth County, Kansas or of Unified School District No. 469, Leavenworth County, Kansas (Lansing).

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.


Section 6. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Lansing, Kansas, and **SIGNED** by the Mayor on July 17, 2025.

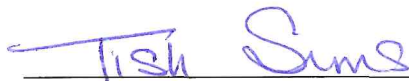
(SEAL)





Anthony R. McNeill, Mayor

ATTEST:



Tish Sims, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

EXHIBIT B

**MAP OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF LANSING, KANSAS
HELD ON JUNE 5, 2025**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City at 7:00 p.m., the following members being present and participating, to-wit:

Council Members Gardner, Kirby, Kowalewski, Garvey,
Robinson, Clemons, Brungardt, Studnicka

Absent: None

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT)

Councilmember Robinson moved that the Resolution be adopted. The motion was seconded by Councilmember Clemons. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: Councilmembers Gardner, Kirby, Kowalewski, Garvey,
Robinson, Clemons, Brungardt and Studnicka

Nay: None

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. B-5-2025 and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Lansing, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)



Tish Sims
Tish Sims, City Clerk

RESOLUTION NO. B-5-2025

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, the City of Lansing, Kansas (the “City”) constitutes a city as said term is defined in the Act; and

WHEREAS, a housing needs analysis titled Housing Lansing (the “Analysis”) has been performed with regard to the City, a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. B-2-2025 adopted by the City Council (the “Governing Body”) made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 28, 2025, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Riverbend Heights Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create the District and adopt the Plan by the calling of a public hearing on such matters in accordance with the provisions of the Act.

THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS AS FOLLOWS:

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to consider establishing the District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date, with such changes or supplements as may be approved by the City. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on **July 17, 2025** at City Hall, located at 800 First Terrace, Lansing, Kansas 66043; the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

A. A certified copy of this Resolution shall be delivered to:

- i. The Board of County Commissioners of Leavenworth County, Kansas;
- ii. The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing); and
- iii. The Planning Commission of the City of Lansing, Kansas.

B. This Resolution, including *Exhibits A* through *E* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

C. This Resolution, including *Exhibits A* through *E* attached hereto, is available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

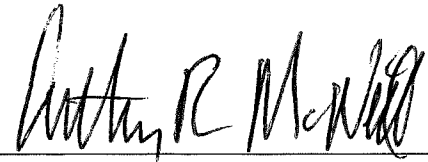
Section 5. Further Action. The Mayor, City Administrator, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C., as counsel to the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Lansing, Kansas on June 5, 2025.

(SEAL)



Anthony R. McNeill, Mayor

ATTEST:



Tish Sims, City Clerk



EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

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AND

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All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

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AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

EXHIBIT B

**MAP OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

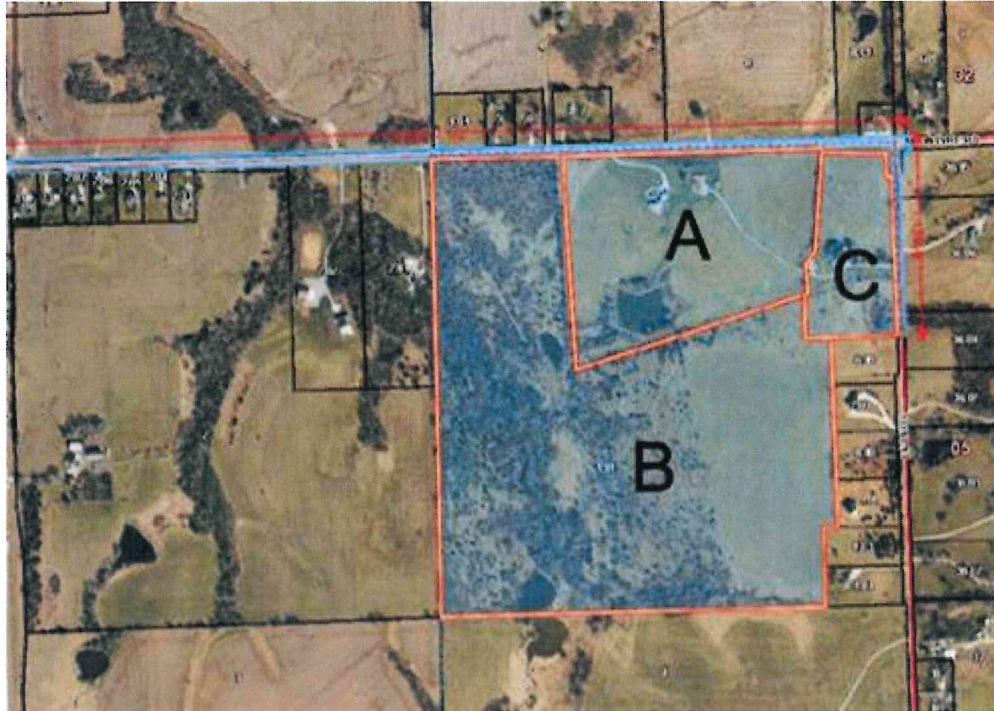


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

| | |
|---|--|
| Owners of Real Property: | Charles D. Engelhardt Trust 13209 McIntyre Road Leavenworth, Kansas, 66048 |
| Developer: | Ad Astra Lansing Development, LLC 5701 Mission Drive Mission Hills, Kansas 66208 |
| Individuals with specific interest: | Ad Astra Land Holdings, LLC, has obtained an option to purchase the real estate proposed to be within the boundaries of the District. |
| Existing Assessed Valuation of the District: | Land: \$26,097 Improvements: \$93,887 |

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT

The housing and public facility project that will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately 417 single family homes. The infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to the following:

Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Lansing will enter into a development agreement with Ad Astra Lansing Development, LLC, and/or Ad Astra Land Holdings, LLC, the developer. This agreement will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and administrative support from the City of Lansing, Kansas.

Feasibility Study

Polsinelli PC has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development of the District, less existing property taxes and certain unavailable property tax revenues to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

TO: Leavenworth County Board of Commissioners
FROM: Ad Astra Development, LLC
SUBJECT: Riverbend Heights RHID Project
DATE: June 6, 2025

Commissioners:

We are writing on behalf of Ad Astra Development, LLC (“**Developer**”) concerning the Riverbend Heights residential project and reinvestment housing incentive district (“**RHID**”) request in Lansing, Kansas. On June 5, 2025, the City adopted Resolution No. B-2-2025 (the “**Resolution**”) calling a public hearing on the adopting of a RHID development plan and the establishment of an RHID, which public hearing will be held on July 17, 2025.

This letter includes minimum data requirements outlined in Section 5 of the County’s RHID Policy, along with additional information requested by County outlining the need for incentives, and the expected financial benefit to the County. Thank you for your consideration and do not hesitate to contact us with any questions or concerns

I. Project Overview

Developer is proposing to develop approximately 146 +/- acres of real property generally located southwest of the intersection of McIntyre Road and 131st Street in the City (the “**Property**”), which will include the construction and extension of infrastructure and utility improvements required to enable the development of a single-family residential subdivision, which is currently anticipated to include approximately 417 single-family residential lots (the “**Project**”). Developer’s goal is to bring much-needed housing to an underserved community at prices that existing and prospective residents can afford.

The Developer would serve as the horizontal developer for the Project and would be responsible for financing, designing, and constructing all necessary infrastructure improvements and utilities – roads, sewer, water, stormwater, dry utilities, grading, etc. – required to prepare the Property for residential development. Once the infrastructure is completed and the lots are fully improved (padded), they will be sold to a national homebuilder who will assume responsibility for the vertical construction of homes.

Despite an urgent need for more housing, the Project faces significant barriers and challenges that threaten its viability without public assistance. Chief among these are the massive costs associated with bringing infrastructure and utilities to the Property, combined with the current inflationary pressures affecting construction materials, labor, and interest rates. The upfront infrastructure and utility improvements required to prepare the Property for home construction represent a substantial investment of approximately \$27,144,666. Unlike vertical homebuilding costs, which can be financed and recouped on a per-home basis, these horizontal infrastructure costs are front-loaded and must be borne entirely at the outset. This issue is further compounded in the current high-interest environment – where, as of June 2025, construction loan interest rates are hovering between 8% and 10%.

Because the Project is not financially feasible in its current form, Developer is requesting the formation of a 20-year, 80% RHID. If approved, the RHID will (1) help offset a portion of the extraordinary infrastructure investment required to deliver the housing supply the City desperately needs and (2) allow the Developer to keep lot prices at attainable levels, enabling the homebuilder to deliver homes that are priced within reach of first-time homebuyers and Lansing’s working families. Without the RHID, in order to justify the construction risk and make the project financially feasible, lots prices would have to be increased – making them too costly for homebuilders, and by extension, for homebuyers.

Thus, the RHID is not just beneficial—but essential to spur new housing in Lansing. Despite the City’s persistent housing need, very little housing has actually been delivered over the last decade.¹ This is not because of lack of demand, but rather due to the high costs of land preparation, infrastructure, and financing that makes such projects nearly impossible to pencil without public support. Without targeted assistance, this Project – and residential projects like it – will continue to fail to pencil out, perpetuating the City’s housing shortage and continuing to push its workforce and future growth to neighboring communities.

II. Minimum Data Requirements Under County’s RHID Policy

¹ The 2023 Lansing Housing Study reveals that nearly 80% of the City’s workforce commutes from outside its limits—a stark indicator of the City’s housing mismatch. Yet despite this demand, residential construction in Lansing has been nearly stagnant; over the past three years, permit issuance for new single-family homes has remained in the low single digits annually—essentially negligible.

A. The legal description and map required by K.S.A. 12-5244(a), and amendments thereto.

Included within Resolution, attached hereto as Exhibit A.

B. The existing assessed valuation of the real estate in the proposed district, listing the land and improvement values separately.

Included within Resolution, attached hereto as Exhibit A.

C. A list of the names and addresses of the owners of record of all real estate parcels within the proposed district.

Included within Resolution, attached hereto as Exhibit A.

D. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed district, and the location thereof.

Included within Resolution, attached hereto as Exhibit A.

E. A listing of the names, addresses, and specific interests in real estate of the proposed district of the developers responsible for development of the housing and public facilities in the proposed district.

Included within Resolution, attached hereto as Exhibit A.

F. The contractual assurances, if any, the governing body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

The City's Governing Body expects to enter into a Development Agreement (the "Development Agreement") with the Developer, which will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and administrative support from the City. The Development Agreement will include the contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

G. A comprehensive analysis of the feasibility of providing housing tax incentives in the district, as provided in this act, that shows the public benefits derived from such district will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such district. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis.

Please see RHID Development Plan, attached hereto as Exhibit B.

H. A comprehensive fiscal analysis demonstrating that the project is not economically feasible without creating an RHID.

A comprehensive fiscal analysis has been completed and is attached to hereto as Exhibit C, which demonstrates the Project is not economically feasible without the establishment of an RHID. The extraordinary upfront costs required to acquire the Property and construct the necessary infrastructure and utility improvements—estimated at over \$27 million—combined with current high interest rates and inflationary construction costs, result in a negative return scenario for the Developer in the absence of public support. Unlike vertical homebuilding, which generates returns on a per-unit basis, horizontal development requires a substantial investment before any revenue is realized (i.e. infrastructure needs to be in place before the homebuilder will take possession). Thus, because there is a nominal difference between the anticipated infrastructure price per lot and the anticipated sale price per lot, the net lot sale proceeds Developer is projected to receive is less than its development costs.

Specifically, the analysis demonstrates that:

- Without an RHID, the Project operates at a loss and cannot move forward. The Project generates a net loss of approximately \$5,014,654, resulting in a negative return of -18.47%
- With the RHID in place, as requested (20-years @ 80%, with a gross reimbursement cap) the Project is expected to produce a modest but sufficient return to justify the construction risk – at approximately 11.96%.
- If the RHID term were limited to 15 years versus 20 (as the maximum term recommended by County’s policy), the offset to eligible infrastructure costs is significantly reduced, resulting in an expected return of less than 2% This level of return is insufficient to justify the development risk or attract the necessary capital necessary to move the project forward.

Therefore, this request aligns with the intent of the RHID statute—to support infrastructure investment that would not otherwise occur. Without the RHID, this Project, like many others in the region, will remain economically unviable, and will not move forward.

I. A certified copy of the resolution adopted by the City’s governing body which may be provided upon adoption.

The Resolution is attached hereto Exhibit A.

J. Other information deemed necessary by the BOCC or County Staff in order to complete due diligence in determining potential adverse effect to the County or Public Services.

Developer can provide upon request.

K. A listing of any prior or pending development projects in which the developer or principal is receiving or plans to receive tax incentives.

Wiswell Farms Residential Project (RHID) (18-year, 100% RHID).

L. A listing of any previous credit defaults, if any.

None.

M. Copies of any building permits obtained by the developed within the ten years preceding the RHID.

With respect to the request for building permits obtained by the Developer within the last ten years, Developer is happy to provide additional information upon request. However, we would note that this request may not be directly applicable to this RHID application. The Developer is a special-purpose entity formed specifically for the development of this Project—and more specifically, for the horizontal infrastructure work necessary to prepare the site for residential development.

As such, the Developer does not construct vertical improvements and would not have obtained building permits for single-family homes. Those permits would ultimately be obtained by the homebuilder(s) who purchase the finished lots and construct the homes. If the County has specific concerns or requires additional documentation, Developer would be glad to discuss further.

III. Benefits to County

See Exhibit D, attached hereto. Approving the RHID not only enables a critically needed housing project to move forward—it also delivers substantial and immediate fiscal benefits to Leavenworth County, even during the incentive period. The RHID structure proposed is an 80% model, meaning that while 80% of the incremental property taxes generated by the project will be used to reimburse the Developer for eligible infrastructure costs, the remaining 20% will continue to flow directly to the taxing jurisdictions, including the County, in the ordinary course.

Today, the Property is assessed at approximately \$119,984 (which includes the value of the Englehardt residence) and generates approximately **\$4,507 per year** in property tax revenue to the County. Over the next 20 years, if the site remains undeveloped, that equates to roughly **\$90,134** in cumulative revenue. In contrast, if the Project moves forward under the proposed RHID, it is projected to generate **\$1,741,171** in additional property tax revenue to the County (\$1,831,305 when including the base taxes) during that same 20-year period—nearly **20 times more**. This represents real, recurring fiscal upside for the County throughout the life of the RHID.

Beyond the RHID term, the value to the County becomes even more compelling. Upon stabilization, the Project is projected to generate approximately **\$686,965 per year** in property tax revenue to the County, delivering a long-term, sustainable funding stream that supports County services and infrastructure. In short, the RHID makes a financially infeasible project viable, and in doing so, it transforms a low-yielding property into a generational revenue asset for Leavenworth County.

In addition to property tax revenues, the Project is expected to generate significant sales tax benefits to the County. Construction of the 418 homes and associated infrastructure will result in substantial purchases of taxable materials, which are expected to yield approximately **\$543,158 in total sales tax revenue to the County**. Further, as homes are completed and occupied, new residents will contribute to the local economy through ongoing spending. Based on a median household income of \$100,871 and the assumption that approximately 35% of income is spent on taxable goods and services within the County, we project that household spending will generate a total of **\$2,393,963** in County sales tax receipts over the 20-year RHID term. At full build-out, this equates to approximately \$353 in annual County sales tax revenue per household—or **\$147,575 per year** across all 418 homes. This represents a meaningful and sustained fiscal impact for Leavenworth County in addition to the property tax revenue generated during and after the RHID term.

Of course, none of this occurs without the RHID as the Project is not financially feasible in its current form. Without the RHID, the Property will remain undeveloped, the County will forgo millions in potential future revenue, and a much-needed housing solution for Lansing will not be realized. The RHID is not just a catalyst—it's a prerequisite for the County to realize these long-term community and fiscal benefits.

EXHIBIT A

Resolution No. B-2-2025

(Published in the *Leavenworth Times* on June __, 2025)

RESOLUTION NO. B-5-2025

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, the City of Lansing, Kansas (the “City”) constitutes a city as said term is defined in the Act; and

WHEREAS, a housing needs analysis titled Housing Lansing (the “Analysis”) has been performed with regard to the City, a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. B-2-2025 adopted by the City Council (the “Governing Body”) made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 28, 2025, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Riverbend Heights Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create the District and adopt the Plan by the calling of a public hearing on such matters in accordance with the provisions of the Act.

THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS AS FOLLOWS:

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to consider establishing the District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date, with such changes or supplements as may be approved by the City. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on **July 17, 2025** at City Hall, located at 800 First Terrace, Lansing, Kansas 66043; the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

- A. A certified copy of this Resolution shall be delivered to:
 - i. The Board of County Commissioners of Leavenworth County, Kansas;
 - ii. The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing); and
 - iii. The Planning Commission of the City of Lansing, Kansas.

B. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

C. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, is available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

Section 5. Further Action. The Mayor, City Administrator, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C., as counsel to the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Lansing, Kansas on June 5, 2025.

(SEAL)

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

EXHIBIT B

**MAP OF PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

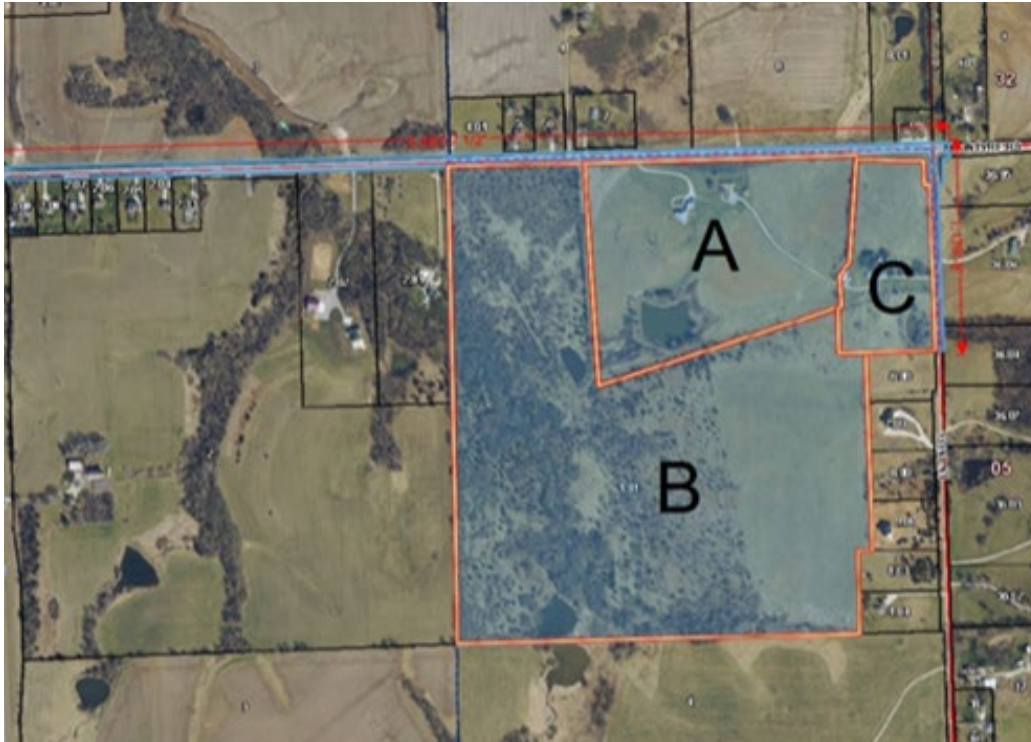


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

| | |
|---|--|
| Owners of Real Property: | Charles D. Engelhardt Trust 13209 McIntyre Road Leavenworth, Kansas, 66048 |
| Developer: | Ad Astra Lansing Development, LLC 5701 Mission Drive Mission Hills, Kansas 66208 |
| Individuals with specific interest: | Ad Astra Land Holdings, LLC, has obtained an option to purchase the real estate proposed to be within the boundaries of the District. |
| Existing Assessed Valuation of the District: | Land: \$26,097 Improvements: \$93,887 |

EXHIBIT D**DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS
THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

The housing and public facility project that will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately 417 single family homes. The infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to the following:

Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

EXHIBIT E**SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS****Contractual Assurances**

The Governing Body of the City of Lansing will enter into a development agreement with Ad Astra Lansing Development, LLC, and/or Ad Astra Land Holdings, LLC, the developer. This agreement will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and administrative support from the City of Lansing, Kansas.

Feasibility Study

Polsinelli PC has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development of the District, less existing property taxes and certain unavailable property tax revenues to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

EXHIBIT B

RHID Development Plan

**DEVELOPMENT PLAN
OF THE CITY OF LANSING, KANSAS
RIVERBEND HEIGHTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

JUNE 2025

INTRODUCTION

On February 6, 2025, the City Council (the “Governing Body”) of the City Lansing, Kansas (the “City”) adopted Resolution No. B-2-2025, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 28, 2025, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Riverbend Heights Reinvestment Housing Incentive District (the “District”) is attached as ***Exhibit A*** to this Development Plan. A map of the District is attached as ***Exhibit B*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2025 is:

| | |
|--------------|-----------------|
| Land | \$26,097 |
| Improvements | <u>\$93,887</u> |
| Total | \$119,984 |

(3) ***Owners of Record.*** The name and addresses of the owners of record for the real estate within the District is:

Charles D. Engelhardt Trust
13209 McIntyre Road
Leavenworth, Kansas, 66048

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

The housing and public facility project that will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately 417 single family homes. The infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to the following (collectively, the “**Infrastructure Improvements**”)

Infrastructure Improvements

Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

(5) ***Developer’s Information.*** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owners of Real Property: Charles D. Engelhardt Trust
13209 McIntyre Road
Leavenworth, Kansas, 66048

Developer: Ad Astra Lansing Development, LLC (together
with its affiliated entities, “Developer”)
5701 Mission Drive
Mission Hills, Kansas 66208

Individuals with specific interest: Ad Astra Land Holdings, LLC, has obtained an
option to purchase the real estate proposed to be
within the boundaries of the District.

(6) ***Contractual Assurances.*** The Governing Body expects to enter into a Development Agreement (the “Development Agreement”) with the Developer, which will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and administrative support from the City. The Development Agreement will include the contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) ***Comprehensive Analysis of Feasibility.*** Polsinelli PC has conducted a comprehensive analysis to determine whether the public benefits derived from the District will exceed the costs and that

the income from the District, together with other sources of revenue, will be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, and certain unavailable property tax revenues, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the costs of the Public Improvements.

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EXHIBIT A
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION OF DISTRICT

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

The District contains the entirety of Leavenworth County Parcel Numbers 052-163-06-0-00-00-001.00-0, 052-163-06-0-00-00-001.01-0, and 052-163-06-0-00-00-005.00-0, together with all public rights-of-way adjacent thereto.

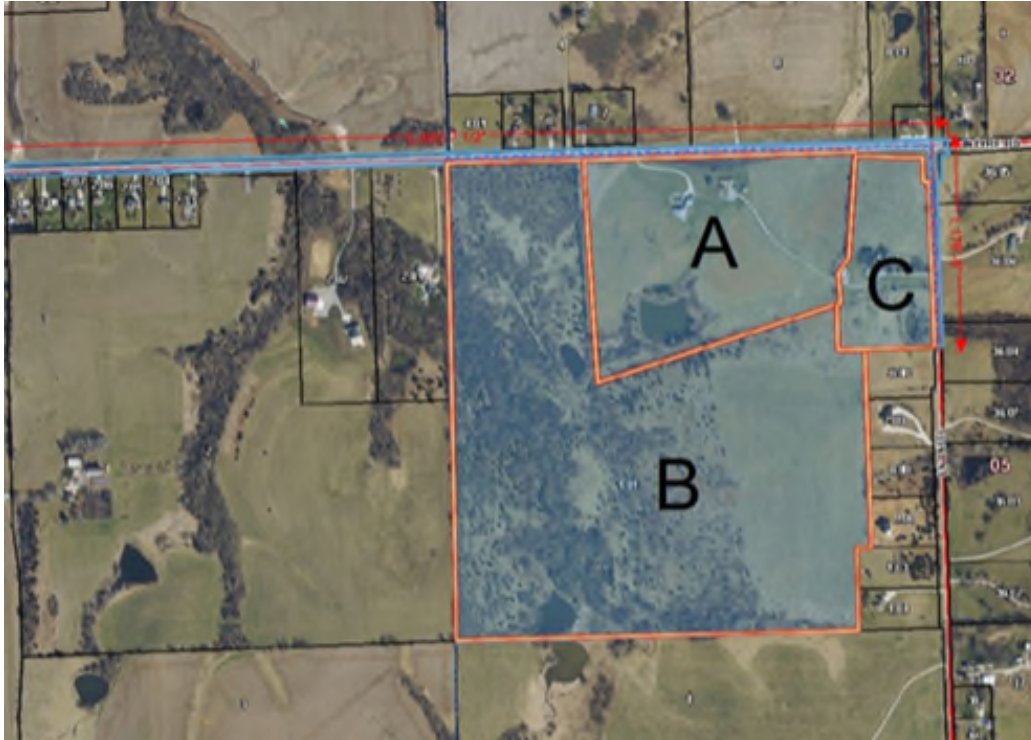


EXHIBIT C
DEVELOPMENT PLAN
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

a. Introduction

K.S.A. 12-5241, *et. seq.*, as amended (the “**RHID Act**”), provides a means for cities and municipalities to finance public improvements costs with incremental real estate taxes. The purpose of the RHID Act is to “encourage the development and renovation of housing in cities and counties by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing in areas of Kansas that experience a shortage of housing.”

A city may exercise the powers conferred under the RHID Act provided that the governing body of the city has adopted a resolution finding that;

1. There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county;
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county; and
4. The future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.

On February 6, 2025, the governing body of the City of Lansing, Kansas (the “**City**”) adopted Resolution No. B-2-2025 making the findings above. Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce (“**Secretary**”), as required by K.S.A. 12-5244(c). By letter dated February 28, 2025, the Secretary agreed with and approved each of the findings contained in Resolution No. B-2-2025.

Upon receipt of approval from the Secretary to proceed, the governing body may proceed with the establishment of a reinvestment housing incentive district. Before establishing the District, the governing body shall adopt a plan for the development or redevelopment of housing and public facilities in the proposed district, which shall include the items listed in K.S.A. 12-5245.

That certain Development Plan dated June 2025 (the “**Development Plan**”) has been prepared in accordance with K.S.A. 12-5245 proposing the establishment of the Riverbend Heights Reinvestment Housing Incentive District (the “**District**”).

The Development Plan provides for the development of approximately 146 +/- acres of real property within the District generally located southwest of the intersection of McIntyre Road and 131st Street in the City, as more particularly described in the Development Plan, to consist of a housing and public facility project (the “**Project**”) which will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately

418 single family homes. The interior residential infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to, the following: Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses (collectively, the **“Public Improvements”**). Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

Ad Astra Development, LLC, a Kansas limited liability company (together with its affiliated entities, the **“Developer”**) proposes to finance the Project with private debt, equity, and other public sources. As shown herein, the Development Plan proposes to finance certain Reimbursable Project Costs (as defined below) by capturing 80% of the allowable incremental real property tax increment (as provided in K.S.A. 12-5250(b)) generated within the District for a duration of 20 years (the **“RHID Increment”**)¹. It is anticipated that the RHID Increment will be made available to Developer to pay all or a portion of the Reimbursable Project Costs on a pay-as-you-go basis.

This Feasibility Analysis, prepared for the Development Plan, provides a comprehensive analysis of the feasibility of providing housing tax incentives in the District, and shows that the District’s benefits, including the RHID Increment, and other available revenues are expected to exceed or be sufficient to pay for the Public Improvements to be undertaken within the District.

b. Project Costs

The total estimated cost to complete the Project, including land acquisition, hard costs, and soft costs, is approximately \$27.14 million, as generally summarized below:

| Line Item | Est. Project Costs |
|---|---------------------------|
| Land Acquisition | \$ 2,060,000 |
| Infrastructure Improvements | \$ 18,749,380 |
| Soft Costs: Architecture & Engineering, Permits, Conditions, Etc. | \$ 1,683,712 |
| Third Party Professional Costs – Legal, Accounting, Financing, Etc. | \$ 2,497,735 |
| Contingency | \$ 2,153,839 |
| Totals | \$ 27,144,728 |

¹ Under the Charter Ordinance No. _____ (the **“Charter Ordinance”**), the City, pursuant to Article 12, Section 5 of the State Constitution, elected to exempt from and make inapplicable to it the provisions of Section 12-5250, and be governed by substitute provisions contained in Section 2 of the Charter Ordinance, which provide in relevant part that "a city may adopt a plan under [the RHID Act] in which only a specified percentage or amount of the [RHID Tax Increment] shall be paid by the treasurer of the city and deposited in the special fund of the city to pay the costs of housing projects in the district." The City and Developer have agreed to limit the amount of incremental real property tax increment which shall be available to Developer and pledged to the Project to 80% of the incremental real property tax increment. The balance of the incremental real property tax increment will be allocated to and distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes.

c. Eligible Costs

Only costs listed in K.S.A. 12-5249 (referred to herein as “**Reimbursable Project Costs**”) are eligible for RHID financing and payment/reimbursement with RHID Increment / RHID Proceeds. Of the total costs listed above, \$23,576,212 are estimated to be Reimbursable Project Costs under the Development Plan. The estimated Reimbursable Project Costs under the Development Plan are set forth by type and amount below:

| Line Item | Est. Reimbursable Project Costs |
|---|--|
| Land Acquisition | \$ 2,060,000 |
| Construction and Extension of Public Improvements | \$ 18,749,380 |
| Soft Costs: Architecture & Engineering, Permits, Conditions, Etc. | \$ 1,683,712 |
| Third Party Professional Costs – Legal, Accounting, Financing, Etc. | \$ 0 |
| Contingencies | \$ 1,784,752 |
| Totals | \$ 23,576,212 |

d. Project Revenues

The net present value of RHID Increment generated over a period of 20 years is estimated to be approximately \$21.8 million as set forth on **Attachment 2** attached hereto. Pursuant to the RHID Act, RHID Increment can be generated from several sources, including in relevant part:

- (1) *Ad Valorem Tax Increment Revenues* – The amount of real property taxes collected from that portion of the current assessed valuation of real property within the District that is in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the District (excluding any *ad valorem* taxes not allowed to be captured under the RHID Act)

According to the Leavenworth County Appraiser’s Office, the 2025 assessed value for the District is \$119,984. Upon completion of the Project, the District is estimated to have an assessed value of approximately \$14,421,000 as set forth on **Attachment 2** attached hereto. The difference between the base year assessed value and the assessed value at full build-out, when multiplied by the applicable mill levy rate subject to capture, is estimated to create annual RHID Increment at stabilization of approximately \$1,346,103, which is assumed to grow annually with inflation thereafter.

Assuming assessed valuation growth of approximately 2% per year, total gross RHID Increment to be generated by the Project, and pledged to the Project for reimbursement of Reimbursable Project Costs, over the 20-year term of the Development Plan and RHID is estimated to be approximately \$21,816,527,

of which the net present value is estimated to be \$8,329,159. Detailed Project assumptions and RHID projections are set forth on **Attachment 1** and **Attachment 2**, respectively.

The total of Reimbursable Project Costs that can be financed under the RHID Act is limited to the amount of RHID Increment. Thus, by operation, the RHID Increment will always equal or exceed the amount of Reimbursable Project Costs actually paid or reimbursed with the same. Based on the Project's (1) estimated Reimbursable Project Costs, and (2) estimated RHID Increment, this feasibility analysis shows that the Project's benefits, tax increment revenue and other available revenues will be sufficient to pay for the public improvements to be undertaken within the RHID, and, when supplemented by private debt and equity, all Project costs.

[Remainder of Page Intentionally Blank; Attachments Follow]

ATTACHMENT 1

Project Assumptions

PROJECT ASSUMPTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| Project Assumptions | | | | | | |
|---------------------|------------|----------------------|-----------------------|---------------------|----------------------|-------------------------|
| Project Component | Units | Appraised Value/Unit | Total Appraised Value | Assessed Value/Unit | Total Assessed Value | Total Taxes at Buildout |
| Single Family Homes | 418 | \$ 300,000 | \$ 125,400,000 | 34,500 | \$ 14,421,000 | \$ 2,006,798 |
| Totals | 418 | | \$ 125,400,000 | | \$ 14,421,000 | \$ 2,006,798 |

| Base Assessed Value | | | | | | |
|----------------------|--------------------|-------------------------|---------------|-------------------|-------------------|----------------------|
| Property | Address | Parcel No. | Acres | Appraised Value | Assessed Value | Base Property Taxes* |
| Englehardt SF 1 | 24303 131ST ST | 163-06-0-00-00-005.00-0 | 11.2 | \$ 131,940 | \$ 16,352 | \$ 2,276 |
| Engelhardt Farm Site | 00000 131ST ST | 163-06-0-00-00-001.01-0 | 99.90 | \$ 17,490 | \$ 5,247 | \$ 730 |
| Engelhardt SF 2 | 13209 MC INTYRE RD | 163-06-0-00-00-001.00-0 | 31.10 | \$ 847,120 | \$ 98,385 | \$ 13,691 |
| Total | | | 142.20 | \$ 996,550 | \$ 119,984 | \$ 16,697 |

*Note: Est. based on 2025 assessed value, at the 2024 City levy rate.

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 125,400,000 |
| Total Assessed at Build Out | \$ 14,421,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| 2024 Property Tax Rates - Lansing, KS | | | |
|---------------------------------------|-------------------|--------------------------|----------------|
| Jurisdiction | Property Tax Rate | Rate NOT Subject to RHID | Net for RHID |
| STATE OF KANSAS | 1.500 | 1.500 | 0.000 |
| COUNTY (ALL LEVIES) | 37.561 | 0.000 | 37.561 |
| CITY OF LANSING | 41.909 | 0.000 | 41.909 |
| USD 469 (GENERAL) | 20.000 | 20.000 | 0.000 |
| USD 469 (SUPP. GENERAL) | 15.335 | 0.000 | 15.335 |
| USD 469 (CAP. OUTLAY) | 7.997 | 0.000 | 7.997 |
| USD 469 (BOND & INT.) | 14.420 | 0.000 | 14.420 |
| USD 469 (SPEC. ASSMT.) | 0.436 | 0.000 | 0.436 |
| Totals | 139.158 | 21.500 | 117.658 |

ATTACHMENT 2

RHID Revenue Projections

RHID REVENUE PROJECTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | REAL ESTATE TAXES CAPTURED BEFORE RHID | BASE TAXES | TAXES NOT SUBJECT TO RHID | RHID REVENUE GENERATED | AVAILABLE FOR DEVELOPER REIMBURSEMENT (80%) |
|-------------------|------|---------------------|---------------------------------------|--|------------|---------------------------|------------------------|---|
| 1 | 2025 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 16,697 | \$ 16,697 | \$ - | \$ - | \$ - |
| 3 | 2027 | \$ 119,984 | \$ 2,163,150 | \$ 301,020 | \$ 16,697 | \$ 43,928 | \$ 240,395 | \$ 192,316 |
| 4 | 2028 | \$ 119,984 | \$ 3,749,460 | \$ 521,767 | \$ 16,697 | \$ 78,034 | \$ 427,037 | \$ 341,630 |
| 5 | 2029 | \$ 119,984 | \$ 5,191,560 | \$ 722,447 | \$ 16,697 | \$ 109,039 | \$ 596,711 | \$ 477,369 |
| 6 | 2030 | \$ 119,984 | \$ 7,498,920 | \$ 1,043,535 | \$ 16,697 | \$ 158,647 | \$ 868,191 | \$ 694,553 |
| 7 | 2031 | \$ 119,984 | \$ 9,806,280 | \$ 1,364,622 | \$ 16,697 | \$ 208,255 | \$ 1,139,670 | \$ 911,736 |
| 8 | 2032 | \$ 119,984 | \$ 12,113,640 | \$ 1,685,710 | \$ 16,697 | \$ 257,864 | \$ 1,411,150 | \$ 1,128,920 |
| 9 | 2033 | \$ 119,984 | \$ 14,421,000 | \$ 2,006,798 | \$ 16,697 | \$ 307,472 | \$ 1,682,629 | \$ 1,346,103 |
| 10 | 2034 | \$ 119,984 | \$ 14,709,420 | \$ 2,046,933 | \$ 16,697 | \$ 313,673 | \$ 1,716,564 | \$ 1,373,251 |
| 11 | 2035 | \$ 119,984 | \$ 15,003,608 | \$ 2,087,872 | \$ 16,697 | \$ 319,998 | \$ 1,751,177 | \$ 1,400,942 |
| 12 | 2036 | \$ 119,984 | \$ 15,303,681 | \$ 2,129,630 | \$ 16,697 | \$ 326,449 | \$ 1,786,483 | \$ 1,429,187 |
| 13 | 2037 | \$ 119,984 | \$ 15,609,754 | \$ 2,172,222 | \$ 16,697 | \$ 333,030 | \$ 1,822,495 | \$ 1,457,996 |
| 14 | 2038 | \$ 119,984 | \$ 15,921,949 | \$ 2,215,667 | \$ 16,697 | \$ 339,742 | \$ 1,859,228 | \$ 1,487,382 |
| 15 | 2039 | \$ 119,984 | \$ 16,240,388 | \$ 2,259,980 | \$ 16,697 | \$ 346,589 | \$ 1,896,695 | \$ 1,517,356 |
| 16 | 2040 | \$ 119,984 | \$ 16,565,196 | \$ 2,305,180 | \$ 16,697 | \$ 353,572 | \$ 1,934,911 | \$ 1,547,929 |
| 17 | 2041 | \$ 119,984 | \$ 16,896,500 | \$ 2,351,283 | \$ 16,697 | \$ 360,695 | \$ 1,973,891 | \$ 1,579,113 |
| 18 | 2042 | \$ 119,984 | \$ 17,234,430 | \$ 2,398,309 | \$ 16,697 | \$ 367,961 | \$ 2,013,651 | \$ 1,610,921 |
| 19 | 2043 | \$ 119,984 | \$ 17,579,119 | \$ 2,446,275 | \$ 16,697 | \$ 375,371 | \$ 2,054,207 | \$ 1,643,365 |
| 20 | 2044 | \$ 119,984 | \$ 17,930,701 | \$ 2,495,200 | \$ 16,697 | \$ 382,930 | \$ 2,095,573 | \$ 1,676,459 |
| TOTALS | | | | \$ 32,587,843 | \$ 333,935 | \$ 4,983,249 | \$ 27,270,659 | \$ 21,816,527 |
| NET PRESENT VALUE | | | | \$ 12,477,896 | \$ 163,931 | \$ 1,902,515 | \$ 10,411,449 | \$ 8,329,159 |

| Financing Assumptions | |
|------------------------------------|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 125,400,000 |
| Total Assessed at Build Out | \$ 14,421,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| School District Mills (Total) | 58.188 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |

| Phasing Assumptions | | |
|---------------------|------|-----------------------|
| RHID Year | Year | Percentage Completion |
| 1 | 2025 | 0.00% |
| 2 | 2026 | 0.00% |
| 3 | 2027 | 15.00% |
| 4 | 2028 | 26.00% |
| 5 | 2029 | 36.00% |
| 6 | 2030 | 52.00% |
| 7 | 2031 | 68.00% |
| 8 | 2032 | 84.00% |
| 9 | 2033 | 100.00% |

EXHIBIT C

Return on Investment Analysis

ROI ANALYSIS - NO INCENTIVES VS. 20-YEAR RHID WITH CAP VS. 15-YEAR RHID

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| DEVELOPMENT COSTS | |
|---|----------------------|
| Item | Costs |
| Land Acquisition | \$ 2,060,000 |
| Total Sitework & Infrastructure | \$ 18,749,380 |
| Soft Costs - Engineering, Inspections Permits, Conditions, etc. | \$ 1,683,712 |
| Third Party Professional Costs - Legal, Accounting, Financing, etc. | \$ 2,497,735 |
| Contingencies | \$ 2,153,839 |
| Total | \$ 27,144,666 |

ESTIMATED RETURN CALCULATIONS

| NO INCENTIVES | |
|----------------------------------|----------------------|
| Private Debt & Equity | \$ 27,144,666 |
| Net RHID Funding (8% NPV) | \$ - |
| Subtotal | \$ 27,144,666 |
| Estimated Sale Proceeds (8% NPV) | \$ 22,130,012 |
| Return on Investment | -18.47% |

| WITH INCENTIVES, AS REQUESTED (20-YEARS @ 80% WITH REIMBURSEMENT CAP) | |
|---|----------------------|
| Private Debt & Equity | \$ 19,765,519 |
| Net RHID Funding (8% NPV) | \$ 7,379,147 |
| Subtotal | \$ 27,144,666 |
| Estimated Sale Proceeds (8% NPV) | \$ 22,130,012 |
| Return on Investment | 11.96% |

| 15-YEAR RHID @ 80% | |
|----------------------------------|----------------------|
| Private Debt & Equity | \$ 21,712,461 |
| Net RHID Funding (8% NPV) | \$ 5,432,205 |
| Subtotal | \$ 27,144,666 |
| Estimated Sale Proceeds (8% NPV) | \$ 22,130,012 |
| Return on Investment | 1.92% |

EXHIBIT D

County Benefits - RHID

PROJECTED LEAVENWORTH COUNTY BENEFITS - 20-YEAR OVERVIEW (20-YEAR 80% RHID)

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

| | | | | | COUNTY BENEFITS | | | |
|-----------|------|---------------------|---------------------------------------|---------------------|--|--------------------------------------|-------------------------------------|----------------|
| RHID YEAR | YEAR | BASE ASSESSED VALUE | PROJECTED ASSESSED VALUE AT BUILD OUT | BASE TAXES (COUNTY) | (BASE TAXES AND COUNTY'S SHARE OF 20% RHID REVENUES) | SALES TAXES (CONSTRUCTION MATERIALS) | SALES TAXES (NEW RESIDENT SPENDING) | TOTAL BENEFITS |
| 1 | 2025 | \$ 119,984 | \$ - | \$ 4,507 | 4,507 | 37,499 | - | 42,005 |
| 2 | 2026 | \$ 119,984 | \$ - | \$ 4,507 | 4,507 | 37,499 | - | 42,005 |
| 3 | 2027 | \$ 119,984 | \$ 2,163,150 | \$ 4,507 | 19,855 | 70,224 | 22,136 | 112,216 |
| 4 | 2028 | \$ 119,984 | \$ 3,749,460 | \$ 4,507 | 31,772 | 51,498 | 38,369 | 121,639 |
| 5 | 2029 | \$ 119,984 | \$ 5,191,560 | \$ 4,507 | 42,605 | 46,816 | 53,127 | 142,548 |
| 6 | 2030 | \$ 119,984 | \$ 7,498,920 | \$ 4,507 | 59,939 | 74,906 | 76,739 | 211,583 |
| 7 | 2031 | \$ 119,984 | \$ 9,806,280 | \$ 4,507 | 77,272 | 74,906 | 100,351 | 252,528 |
| 8 | 2032 | \$ 119,984 | \$ 12,113,640 | \$ 4,507 | 94,605 | 74,906 | 123,962 | 293,473 |
| 9 | 2033 | \$ 119,984 | \$ 14,421,000 | \$ 4,507 | 111,939 | 74,906 | 147,574 | 334,419 |
| 10 | 2034 | \$ 119,984 | \$ 14,709,420 | \$ 4,507 | 114,105 | - | 150,526 | 264,631 |
| 11 | 2035 | \$ 119,984 | \$ 15,003,608 | \$ 4,507 | 116,315 | - | 153,536 | 269,852 |
| 12 | 2036 | \$ 119,984 | \$ 15,303,681 | \$ 4,507 | 118,570 | - | 156,607 | 275,177 |
| 13 | 2037 | \$ 119,984 | \$ 15,609,754 | \$ 4,507 | 120,869 | - | 159,739 | 280,608 |
| 14 | 2038 | \$ 119,984 | \$ 15,921,949 | \$ 4,507 | 123,214 | - | 162,934 | 286,148 |
| 15 | 2039 | \$ 119,984 | \$ 16,240,388 | \$ 4,507 | 125,606 | - | 166,193 | 291,799 |
| 16 | 2040 | \$ 119,984 | \$ 16,565,196 | \$ 4,507 | 128,046 | - | 169,516 | 297,563 |
| 17 | 2041 | \$ 119,984 | \$ 16,896,500 | \$ 4,507 | 130,535 | - | 172,907 | 303,442 |
| 18 | 2042 | \$ 119,984 | \$ 17,234,430 | \$ 4,507 | 133,074 | - | 176,365 | 309,439 |
| 19 | 2043 | \$ 119,984 | \$ 17,579,119 | \$ 4,507 | 135,663 | - | 179,892 | 315,555 |
| 20 | 2044 | \$ 119,984 | \$ 17,930,701 | \$ 4,507 | 138,304 | - | 183,490 | 321,794 |
| TOTALS | | | | \$ 90,134 | \$ 1,831,305 | \$ 543,158 | \$ 2,393,963 | \$ 4,768,426 |

| | |
|---|---------------|
| Projected Assessed Value Following Expiration of RHID Term: | \$ 18,289,315 |
| Annual Tax Revenue to County: | \$ 686,965 |

| Financing Assumptions | |
|--|----------------|
| Assessment Rate | 11.50% |
| Base Assessed Value | \$ 119,984 |
| Total Appraised Value at Build Out | \$ 125,400,000 |
| Total Assessed at Build Out | \$ 14,421,000 |
| Levy Rate (City - 2024) | 139.158 |
| Levy Rate Subject to RHID | 117.658 |
| Levy Rate Not Subject to RHID | 21.500 |
| County District Mills (Total) | 37.561 |
| Assumed Annual Growth | 2% |
| Net Present Value | 8.00% |
| Est. Construction Material Cost Per Home | \$ 112,000 |
| Est. Construction Material Cost (Infrastructure) | \$ 7,499,752 |
| Median Household Income (Lansing) | \$ 100,871 |
| % of Income Spent on Taxable Goods/Services | 35% |

| Phasing Assumptions | | | |
|---------------------|------|-----------------------|--------------------|
| RHID Year | Year | Percentage Completion | Est. Homes Online. |
| 1 | 2025 | 0.00% | 0 |
| 2 | 2026 | 0.00% | 0 |
| 3 | 2027 | 15.00% | 63 |
| 4 | 2028 | 26.00% | 109 |
| 5 | 2029 | 36.00% | 150 |
| 6 | 2030 | 52.00% | 217 |
| 7 | 2031 | 68.00% | 284 |
| 8 | 2032 | 84.00% | 351 |
| 9 | 2033 | 100.00% | 418 |

RESOLUTION NO. 2025-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS FINDING AN ADVERSE EFFECT ON LEAVENWORTH COUNTY OF A PROPOSED REINVESTMENT HOUSING INCENTIVE DISTRICT IN THE CITY OF LANSING, KANSAS

WHEREAS, the City of Lansing, Kansas adopted Ordinance No. 1134 establishing the Riverbend Heights Reinvestment Housing Incentive District (“Proposed District”), upon the conclusion of the public hearing for said District on July 17, 2025; and

WHEREAS, pursuant to K.S.A. 12-5246(c)(3), the Leavenworth County Board of County Commissioners may render Ordinance No. 1134 null and void by adopting a resolution, within thirty days of the closing of the public hearing for the Proposed District, finding adverse effect of the Proposed District on Leavenworth County; and

WHEREAS, this resolution is effective on August 6, 2025, which is within thirty (30) days of the closing of the public hearing on the Proposed District; and

WHEREAS, Leavenworth County has an internal policy to guide the Board of County Commissioners in making its determination of adverse effect regarding applications for the creation of a Reinvestment Housing Incentive District (“Policy”).

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF
LEAVENWORTH COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES
HEREBY RESOLVE:**

Section 1. Findings. The Board of County Commissioners hereby finds that the Proposed District will have an adverse effect on Leavenworth County. Certain adverse effects include the following:

- a. The negative fiscal impacts of the Proposed District on Leavenworth County exceed the benefits.
- b. The single-family housing in the Proposed District is economically feasible without incentives, thus the Proposed District creates additional cost for the County’s taxpayers
- c. The proposed district does not broaden and diversity the tax base as the proposal is for single-family residential housing, which currently makes up the majority of the Leavenworth County tax base.
- d. The term of the Proposed District is outside the recommended fifteen (15) years.

Section 2. Conclusion. As a result of the County finding that the creation of the Proposed District will have an adverse effect on Leavenworth County the ordinance creating the Proposed

District and heard by the public on July 17, 2025 shall be determined as null and void pursuant to Kansas law.

Section 3. Effective Date. This resolution is effective upon approval by simple majority vote of the Board of County Commissioners of Leavenworth County, Kansas.

ADOPTED the 6th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LEAVENWORTH COUNTY,
KANSAS

Mike Smith, Chairman

ATTEST:

Jeff Culbertson, Member

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member

BUDGET WORKSHEETS

Proposed Budget

2026

FUND PAGE - GENERAL

| Adopted Budget General | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Resources Available: | 39,219,239 | 40,344,675 | 13,878,051 |
| Expenditures: | | | |
| County Commision | 967,112 | 952,894 | 970,071 |
| County Clerk | 219,439 | 293,500 | 282,434 |
| County Treasurer | 618,617 | 558,010 | 558,010 |
| Register of Deeds | 230,143 | 272,049 | 288,605 |
| Emergency Medical Service | 6,214,917 | 7,077,110 | 7,224,195 |
| Planning and Zoning | 568,896 | 604,816 | 614,705 |
| Sheriff | 13,556,303 | 13,843,974 | 13,820,235 |
| County Counselor | 817,645 | 768,850 | 815,663 |
| County Attorney | 2,535,354 | 2,854,493 | 2,904,323 |
| Coroner | 270,885 | 290,000 | 280,000 |
| Courthouse General | 1,857,297 | 1,921,000 | 2,066,000 |
| Information Systems | 709,624 | 780,950 | 822,546 |
| District Court | 270,018 | 308,441 | 308,441 |
| Human Resources | 385,077 | 429,600 | 431,800 |
| Special Building Maintenance | 714,368 | 1,594,092 | 1,606,483 |
| Justice Center | 1,044,049 | 1,183,575 | 1,208,086 |
| Special Building-Cushing | 597,902 | 782,344 | 798,051 |
| Appraiser | 863,977 | 947,702 | 922,915 |
| GIS | 339,037 | 350,343 | 359,500 |
| Election | 592,416 | 591,450 | 597,571 |
| Noxious Weed | 692,969 | 735,863 | 756,000 |
| Risk Management | 4,524 | 10,485 | 10,100 |
| Administration | 201,069 | 160,700 | 108,900 |
| Emergency Management | 0 | 0 | 618,949 |
| Appropriations | 379,566 | 440,036 | 447,286 |
| Health Department | 1,679 | 0 | 0 |
| Infrastrure | 71,324 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| Subtotal | 34,724,207 | 37,752,277 | 38,820,869 |
| Adjust CA | | | -130,000 |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 34,724,207 | 37,752,277 | 38,690,869 |
| Unencumbered Cash Balance Dec 31 | 4,495,032 | 2,592,398 | xxxxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 35,432,064 | 37,788,053 | 38,690,869 |
| Non-Appropriated Balance | | | 705,000 |
| Total Expenditure/Non-Appr Balance | | | 39,395,869 |
| Tax Required | | | 25,517,818 |
| Delinquent Comp Rate: 0.0% | | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 25,517,818 |

CPA Summary

Leavenworth County

2026

FUND PAGE - GENERAL DETAIL

| Adopted Budget General Fund - Detail Expenditures | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| County Commision | | | |
| Salaries | 620,604 | 585,257 | 597,484 |
| Contractual | 50,331 | 52,300 | 46,950 |
| Commodities | 4,940 | 4,100 | 4,400 |
| Mental Health | 291,237 | 291,237 | 291,237 |
| Litigation | | 20,000 | 30,000 |
| Total | 967,112 | 952,894 | 970,071 |
| County Clerk | | | |
| Salaries | 192,425 | 250,000 | 243,934 |
| Contractual | 22,578 | 39,000 | 34,000 |
| Commodities | 4,436 | 4,500 | 4,500 |
| SB 13 | | | |
| Total | 219,439 | 293,500 | 282,434 |
| County Treasurer | | | |
| Salaries | 575,990 | 501,765 | 501,800 |
| Contractual | 34,495 | 43,245 | 42,510 |
| Commodities | 8,132 | 8,000 | 8,700 |
| Capital Outlay | | 5,000 | 5,000 |
| Total | 618,617 | 558,010 | 558,010 |
| Register of Deeds | | | |
| Salaries | 220,369 | 252,830 | 267,887 |
| Contractual | 5,597 | 11,079 | 11,791 |
| Commodities | 4,177 | 6,500 | 7,287 |
| Capital Outlay | | 1,640 | 1,640 |
| Total | 230,143 | 272,049 | 288,605 |
| Emergency Medical Service | | | |
| Salaries | 3,602,563 | 4,006,909 | 4,054,515 |
| Contractual | 319,420 | 241,649 | 354,930 |
| Commodities | 222,199 | 387,850 | 275,250 |
| Capital Outlay | 6,557 | 10,000 | 10,000 |
| Transfer to Employee Benefits | 1,744,178 | 2,110,702 | 2,139,500 |
| Transfer to Equipment Reserve | 320,000 | 320,000 | 390,000 |
| Total | 6,214,917 | 7,077,110 | 7,224,195 |
| Planning and Zoning | | | |
| Salaries | 498,203 | 494,430 | 504,319 |
| Contractual | 68,729 | 102,436 | 102,436 |
| Commodities | 1,964 | 7,950 | 7,950 |
| Capital Outlay | | | |
| Total | 568,896 | 604,816 | 614,705 |
| Sheriff | | | |
| Salaries | 7,660,953 | 7,600,952 | 7,607,499 |
| Contractual | 1,365,279 | 1,513,588 | 1,894,620 |
| Commodities | 294,289 | 553,960 | 432,500 |
| Capital Outlay | 130,350 | 1,500 | 0 |
| Transfer to 911 | 325,000 | 350,000 | 0 |
| Transfer to Employee Benefits | 3,394,432 | 3,773,974 | 3,635,616 |
| Transfer to Equipment Reserve | 386,000 | 50,000 | 250,000 |
| Total | 13,556,303 | 13,843,974 | 13,820,235 |
| County Counselor | | | |
| Salaries | 372,058 | 325,000 | 329,598 |
| Contractual | 373,919 | 371,200 | 413,341 |
| Commodities | 1,668 | 2,650 | 2,724 |
| CASA | 70,000 | 70,000 | 70,000 |
| Total | 817,645 | 768,850 | 815,663 |
| Total - Page 6b | 23,193,072 | 24,371,203 | 24,573,918 |

Leavenworth County

2026

FUND PAGE - GENERAL

| Adopted Budget General Fund - Detail Expend | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| County Attorney | | | |
| Salaries | 1,798,426 | 1,875,419 | 1,912,927 |
| Contractual | 124,093 | 180,324 | 186,989 |
| Commodities | 34,486 | 43,250 | 43,250 |
| Transfer to Employee Benefits | 488,406 | 680,000 | 679,157 |
| Court Ordered Payments | 89,943 | 75,500 | 82,000 |
| Total | 2,535,354 | 2,854,493 | 2,904,323 |
| Coroner | | | |
| Salaries | | | |
| Contractual | 270,885 | 290,000 | 280,000 |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 270,885 | 290,000 | 280,000 |
| Courthouse General | | | |
| Contractual | 475,143 | 1,416,500 | 1,680,000 |
| Commodities | 257,109 | 439,500 | 386,000 |
| Transfer to Employee Benefits | 1,075,045 | | |
| Transfer to Capital Reserve | 50,000 | 65,000 | |
| Total | 1,857,297 | 1,921,000 | 2,066,000 |
| Information Systems | | | |
| Salaries | 397,728 | 458,000 | 464,526 |
| Contractual | 181,149 | 184,450 | 215,520 |
| Commodities | 2,086 | 6,000 | 6,000 |
| Capital Outlay | | | |
| Transfer to Equipment Reserve | 128,661 | 132,500 | 136,500 |
| Total | 709,624 | 780,950 | 822,546 |
| District Court | | | |
| Salaries | | | |
| Contractual | 203,703 | 230,441 | 231,441 |
| Commodities | 66,315 | 78,000 | 77,000 |
| Capital Outlay | | | |
| Total | 270,018 | 308,441 | 308,441 |
| Human Resources | | | |
| Salaries | 278,340 | 275,000 | 280,500 |
| Contractual | 101,902 | 148,100 | 144,800 |
| Commodities | 4,835 | 6,500 | 6,500 |
| Capital Outlay | | | |
| Total | 385,077 | 429,600 | 431,800 |
| Special Building Maintenance | | | |
| Salaries | 312,344 | 302,946 | 309,005 |
| Contractual | 161,927 | 166,446 | 171,109 |
| Commodities | 55,097 | 59,700 | 61,369 |
| Capital Outlay | | 880,000 | 880,000 |
| Transfer to Capital Improvement | 125,000 | 125,000 | 125,000 |
| Transfer to Equipment Reserve | 60,000 | 60,000 | 60,000 |
| Total | 714,368 | 1,594,092 | 1,606,483 |
| Justice Center | | | |
| Salaries | 179,618 | 209,704 | 213,898 |
| Contractual | 229,572 | 278,871 | 299,188 |
| Commodities | 389,859 | 450,000 | 450,000 |
| Capital Outlay | | | |
| Transfer to Capital Improvement | 135,000 | 135,000 | 135,000 |
| Transfer to Equipment Reserve | 110,000 | 110,000 | 110,000 |
| Total | 1,044,049 | 1,183,575 | 1,208,086 |
| Total - Page 6c | 7,786,672 | 9,362,151 | 9,627,679 |

Leavenworth County

2026

FUND PAGE - GENERAL

| Adopted Budget General Fund - Detail Expend | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| Special Building-Cushing | | | |
| Salaries | 168,561 | 150,344 | 153,351 |
| Contractuals | 116,346 | 182,000 | 193,000 |
| Commodities | 137,995 | 275,000 | 276,700 |
| Capital Outlay | | | |
| Transfer to Capital Improvement | 100,000 | 100,000 | 100,000 |
| Transfer to Equipment Reserve | 75,000 | 75,000 | 75,000 |
| Total | 597,902 | 782,344 | 798,051 |
| Appraiser | | | |
| Salaries | 746,111 | 800,000 | 746,270 |
| Contractual | 74,402 | 97,202 | 123,645 |
| Commodities | 43,464 | 50,500 | 53,000 |
| Capital Outlay | | | |
| Total | 863,977 | 947,702 | 922,915 |
| GIS | | | |
| Salaries | 288,030 | 291,243 | 297,000 |
| Contractual | 36,369 | 52,600 | 55,000 |
| Commodities | 2,138 | 6,500 | 7,500 |
| Transfer to Equipment Reserve | 12,500 | | |
| Total | 339,037 | 350,343 | 359,500 |
| Election | | | |
| Salaries | 319,644 | 318,000 | 318,821 |
| Contractual | 26,138 | 51,950 | 27,250 |
| Commodities | 210,676 | 146,500 | 201,500 |
| Reimbursement | 10,958 | 50,000 | 25,000 |
| Transfer to Equipment Reserve | 25,000 | 25,000 | 25,000 |
| Total | 592,416 | 591,450 | 597,571 |
| Noxious Weed | | | |
| Salaries | 280,087 | 268,412 | 270,000 |
| Contractual | 55,399 | 102,601 | 90,500 |
| Commodities | 307,483 | 314,850 | 325,500 |
| Transfer to Equipment Reserve | 50,000 | 50,000 | 70,000 |
| Total | 692,969 | 735,863 | 756,000 |
| Risk Management | | | |
| Salaries | 3,300 | 3,985 | 3,600 |
| Contractual | | | |
| Commodities | 1,224 | 6,500 | 6,500 |
| Capital Outlay | | | |
| Total | 4,524 | 10,485 | 10,100 |
| Administration | | | |
| Salaries | 190,200 | 140,000 | 100,000 |
| Contractual | 10,793 | 19,000 | 7,000 |
| Commodities | 76 | 1,700 | 1,900 |
| Capital Outlay | | | |
| Total | 201,069 | 160,700 | 108,900 |
| Emergency Management | | | |
| Salaries | | | 144,329 |
| Contractual | | | 73,120 |
| Commodities | | | 0 |
| Capital Outlay | | | 1,500 |
| Transfer to 911 Funds | | | 400,000 |
| Total | 0 | 0 | 618,949 |
| Total - Page 6d | 3,291,894 | 3,578,887 | 4,171,986 |

General Fund - Detail Expend

[illegible]

| | | | |
|----------------|---------|---------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | 0 | 0 | 0 |
| | | | |
| Total - Page6e | 452,569 | 440,036 | 447,286 |

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Leavenworth County

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY[illegible]

Leavenworth County

2026

FUND PAGE - ROAD[illegible]

CPA Summary

Leavenworth County

2026

FUND PAGE - ROAD DETAIL

Adopted Budget

Road & Bridge Fund

| | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|-------------------------------|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| Salaries | 3,052,518 | 2,997,000 | 3,062,000 |
| Contractual | 606,916 | 1,213,500 | 658,000 |
| Commodities | 5,625,604 | 7,396,875 | 6,775,865 |
| Capital Outlay | 162,735 | 125,000 | 125,000 |
| Transfer to Employee Benefits | 1,100,000 | 1,255,626 | 1,287,000 |
| Transfer to Capital Roads | 2,000,000 | 1,000,000 | 2,171,000 |
| Transfer to Equipment Reserve | 600,000 | 600,000 | 917,600 |
| | | | |
| Total | 13,147,773 | 14,588,001 | 14,996,465 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| Total Detail Expenditures** | 13,147,773 | 14,588,001 | 14,996,465 |

** Note: The Total Detail Expenditures amounts should agree to Road Subtotal amounts.

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|------------------|-------------------|------------------|
| Health | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 226,154 | 167,414 | 85,520 |
| Receipts: | | | |
| Ad Valorem Tax | 512,415 | 493,604 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | 8,345 | | |
| Motor Vehicle Tax | 62,669 | 48,589 | 46,644 |
| Recreational Vehicle Tax | 1,015 | 844 | 737 |
| 16/20 M Vehicle Tax | | 450 | 396 |
| Commercial Vehicle Tax | 1,624 | 1,401 | 1,339 |
| Watercraft Tax | | 530 | 418 |
| In Lieu OF | 49 | | |
| Grants | 854,847 | 741,229 | 745,939 |
| User Fees | 9,797 | 110,000 | 110,000 |
| Miscellaneous Fees | 2,110 | 90,377 | 54,472 |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 1,452,871 | 1,487,024 | 959,945 |
| Resources Available: | 1,679,025 | 1,654,438 | 1,045,465 |
| Expenditures: | | | |
| Salaries | 941,804 | 920,000 | 902,807 |
| Contractual | 132,602 | 151,700 | 143,350 |
| Commodities | 46,481 | 62,000 | 61,500 |
| Grant County Cost | 44,246 | 42,870 | 64,000 |
| Capital Outlay | | | |
| Transfer to Employee Benefits | 336,478 | 382,348 | 371,292 |
| Transfer to Equipment Reserve | 10,000 | 10,000 | 10,000 |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 1,511,611 | 1,568,918 | 1,552,949 |
| Unencumbered Cash Balance Dec 31 | 167,414 | 85,520 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 1,554,304 | 1,583,346 | 1,552,949 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 1,552,949 |
| | | Tax Required | 507,484 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 507,484 |

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|-------------------|-------------------|-------------------|
| Employee Benefits | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 547,553 | 425,753 | 579,373 |
| Receipts: | | | |
| Ad Valorem Tax | 579,217 | 1,395,276 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | 7,487 | | |
| Motor Vehicle Tax | 60,340 | 54,878 | 131,850 |
| Recreational Vehicle Tax | 973 | 954 | 2,084 |
| 16/20 M Vehicle Tax | | 508 | 1,119 |
| Commercial Vehicle Tax | 1,557 | 1,582 | 3,786 |
| Watercraft Tax | | 598 | 1,182 |
| Transfer in from EMS | 1,744,178 | 1,995,002 | 2,139,500 |
| Transfer in from Sheriff | 3,394,432 | 3,773,974 | 3,635,616 |
| Transfer in from Health | 336,478 | 382,348 | 371,292 |
| Transfer in from Road & Bridge | 1,100,000 | 1,255,626 | 1,287,000 |
| Transfer in from Council on Aging | 595,392 | 720,853 | 739,517 |
| Transfer in from Motor Vehicle | 224,798 | 249,500 | 272,733 |
| Transfer in from Solid Waste | 192,472 | 226,277 | 232,586 |
| Transfer in from Juvenile Detention | 63,592 | 64,755 | 70,646 |
| Transfer in from Local Service | 305,200 | 359,687 | 367,800 |
| Transfer in from ROD Tech | 8,444 | 5,539 | 4,486 |
| Transfer in from Country Attorney | 488,406 | 658,263 | 679,157 |
| Reimbursement from Comm. Correction | 277,131 | 249,500 | 309,000 |
| Kerit Dividend | | | |
| Miscellaneous | | | |
| Transfer in from General Fund | 1,000,000 | | |
| BCBS | | 325,000 | |
| | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 10,380,097 | 11,720,120 | 10,249,354 |
| Resources Available: | 10,927,650 | 12,145,873 | 10,828,727 |
| Expenditures: | | | |
| Employee Benefits | 10,501,897 | 5,190,000 | 5,400,000 |
| KPERS, KP&F, Taxes, Unemployment | | 6,000,000 | 6,750,000 |
| Wellness Credit | | 42,000 | 50,000 |
| Non-Budgeted Funds Expenditures | | 249,500 | 272,000 |
| Clinic Costs | | 85,000 | 221,000 |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 10,501,897 | 11,566,500 | 12,693,000 |
| Unencumbered Cash Balance Dec 31 | 425,753 | 579,373 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 10,937,000 | 11,855,765 | 12,693,000 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 12,693,000 |
| | | Tax Required | 1,864,273 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 1,864,273 |

CPA Summary

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|------------------------------------|----------------------------------|
| Economic Development | | | |
| Unencumbered Cash Balance Jan 1 | 13,207 | 42,557 | 8,870 |
| Receipts: | | | |
| Ad Valorem Tax | 320,419 | 51,971 | XXXXXXXXXXXXXX |
| Delinquent Tax | 4,613 | | |
| Motor Vehicle Tax | 33,695 | | 4,911 |
| Recreational Vehicle Tax | 542 | | 78 |
| 16/20 M Vehicle Tax | | | 42 |
| Commercial Vehicle Tax | 869 | | 141 |
| Watercraft Tax | | | 44 |
| In Lieu Of | 30 | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 360,168 | 51,971 | 5,216 |
| Resources Available: | 373,375 | 94,528 | 14,086 |
| Expenditures: | | | |
| LCDC/Port Authority | 149,000 | | |
| Transfer Out | 181,818 | | |
| | | | |
| EcoDevo Projects | | 85,658 | 85,658 |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Expenditures | 330,818 | 85,658 | 85,658 |
| Unencumbered Cash Balance Dec 31 | 42,557 | 8,870 | XXXXXXXXXXXXXX |
| 2024/2025/2026 Budget Authority Amount | 374,678 | 85,658 | 85,658 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 85,658 |
| | | Tax Required | 71,572 |
| | | Delinquent Comp Rate: 0.0% | 0 |
| | | Amount of 2025 Ad Valorem Tax | 71,572 |

Adopted Budget

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|------------------------------------|----------------------------------|
| Council on Aging | | | |
| Unencumbered Cash Balance Jan 1 | 253,985 | 715,779 | 726,804 |
| Receipts: | | | |
| Ad Valorem Tax | 2,900,588 | 3,085,630 | XXXXXXXXXXXXXX |
| Delinquent Tax | 36,407 | | |
| Motor Vehicle Tax | 298,431 | 274,903 | 291,584 |
| Recreational Vehicle Tax | 4,339 | 4,777 | 4,608 |
| 16/20 M Vehicle Tax | | 2,544 | 2,474 |
| Commercial Vehicle Tax | 7,746 | 7,927 | 8,372 |
| Watercraft Tax | | 2,997 | 2,615 |
| In Lieu Of | 278 | | |
| Grants | 829,672 | 469,425 | 519,306 |
| Donations | 31,365 | 190,000 | 233,000 |
| Transporation | | 55,000 | 62,750 |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 4,108,826 | 4,093,203 | 1,124,709 |
| Resources Available: | 4,362,811 | 4,808,982 | 1,851,513 |
| Expenditures: | | | |
| Salaries | 1,742,230 | 1,700,000 | 1,715,070 |
| Contractuals | 1,102,752 | 1,040,500 | 1,137,555 |
| Commodities | 129,325 | 145,400 | 147,050 |
| Grants | | 456,925 | 533,862 |
| Transfers | 36,333 | | |
| Transfer to Employee Benefits | 595,392 | 720,853 | 739,517 |
| Transfer to Equip. Reserve | 41,000 | 18,500 | 25,000 |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Expenditures | 3,647,032 | 4,082,178 | 4,298,054 |
| Unencumbered Cash Balance Dec 31 | 715,779 | 726,804 | XXXXXXXXXXXXXX |
| 2024/2025/2026 Budget Authority Amount | 4,024,004 | 4,358,338 | 4,298,054 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 4,298,054 |
| | | Tax Required | 2,446,541 |
| | | Delinquent Comp Rate: 0.0% | 0 |
| | | Amount of 2025 Ad Valorem Tax | 2,446,541 |

CPA Summary

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Juvenile Detention | | | |
| Unencumbered Cash Balance Jan 1 | 120,235 | 21,942 | 0 |
| Receipts: | | | |
| Ad Valorem Tax | 352,519 | 313,598 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | 5,243 | | |
| Motor Vehicle Tax | 37,572 | 33,440 | 29,634 |
| Recreational Vehicle Tax | 616 | 581 | 468 |
| 16/20 M Vehicle Tax | | 309 | 251 |
| Commercial Vehicle Tax | 985 | 964 | 851 |
| Watercraft Tax | | 365 | 266 |
| In Lieu Of | 34 | | |
| Services | 8,998 | | |
| Transfer In | | 59,032 | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 405,967 | 408,289 | 31,470 |
| Resources Available: | 526,202 | 430,231 | 31,470 |
| Expenditures: | | | |
| Salaries | 186,568 | 193,000 | 185,168 |
| Contractual | 8,970 | 172,476 | 250,000 |
| Juvenile Housing | 221,340 | | |
| Capital Outlay | | | |
| Transfer to Employee Benefits | 54,802 | 64,755 | 70,646 |
| LATCF Personnel | 23,790 | | |
| LATCF Benefits | 8,790 | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 504,260 | 430,231 | 505,814 |
| Unencumbered Cash Balance Dec 31 | 21,942 | 0 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 516,802 | 430,231 | 505,814 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 505,814 |
| Tax Required | | | 474,344 |
| Delinquent Comp Rate: 0.0% | | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 474,344 |

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| 0 | | | |
| Unencumbered Cash Balance Jan 1 | | 0 | 0 |
| Receipts: | | | |
| Ad Valorem Tax | | 0 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | | | |
| Motor Vehicle Tax | | | |
| Recreational Vehicle Tax | | | |
| 16/20 M Vehicle Tax | | | |
| Commercial Vehicle Tax | | | |
| Watercraft Tax | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 0 | 0 | 0 |
| Expenditures: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 0 | 0 | 0 |
| Unencumbered Cash Balance Dec 31 | 0 | 0 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 0 | 0 | 0 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 0 |
| Tax Required | | | 0 |
| Delinquent Comp Rate: 0.0% | | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 0 |

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| CPA Summary |
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Leavenworth County

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| Solid Waste | | | |
| Unencumbered Cash Balance Jan 1 | 351,522 | 135,919 | 37,714 |
| Receipts: | | | |
| Ad Valorem Tax | | 0 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | | | |
| Motor Vehicle Tax | | | |
| Recreational Vehicle Tax | | | |
| 16/20 M Vehicle Tax | | | |
| Commercial Vehicle Tax | | | |
| Watercraft Tax | | | |
| Program Income | 2,141,210 | 2,300,000 | 2,450,000 |
| Recycle Materials | 17,019 | 15,000 | 15,000 |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Receipts | | | |
| Total Receipts | 2,158,229 | 2,315,000 | 2,465,000 |
| Resources Available: | 2,509,751 | 2,450,919 | 2,502,714 |
| Expenditures: | | | |
| Salaries | 556,195 | 529,653 | 542,721 |
| Contractual | 1,274,578 | 1,316,775 | 1,374,499 |
| Commodities | 29,601 | 46,000 | 46,000 |
| Capital Outlay | 10,986 | 34,500 | 34,500 |
| Transfer to Employee Benefits | 192,472 | 226,277 | 232,586 |
| Transfer to Capital Improvement | 200,000 | 160,000 | 150,000 |
| Transfer to Equipment Reserve | 110,000 | 100,000 | 100,000 |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Expenditures | | | |
| Total Expenditures | 2,373,832 | 2,413,205 | 2,480,306 |
| Unencumbered Cash Balance Dec 31 | 135,919 | 37,714 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 2,429,472 | 2,413,205 | 2,480,306 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 2,480,306 |
| Tax Required | | | 0 |
| Delinquent Comp Rate: 0.0% | | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 0 |

| Adopted Budget | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| 0 | | | |
| Unencumbered Cash Balance Jan 1 | | 0 | 0 |
| Receipts: | | | |
| Ad Valorem Tax | | 0 | xxxxxxxxxxxxxxxx |
| Delinquent Tax | | | |
| Motor Vehicle Tax | | | |
| Recreational Vehicle Tax | | | |
| 16/20 M Vehicle Tax | | | |
| Commercial Vehicle Tax | | | |
| Watercraft Tax | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Receipts | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 0 | 0 | 0 |
| Expenditures: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Expenditures | | | |
| Total Expenditures | 0 | 0 | 0 |
| Unencumbered Cash Balance Dec 31 | 0 | 0 | xxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 0 | 0 | 0 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 0 |
| Tax Required | | | 0 |
| Delinquent Comp Rate: 0.0% | | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 0 |

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| CPA Summary |
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Leavenworth County

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget ROD Tech | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 289,070 | 317,298 | 288,087 |
| Receipts: | | | |
| Program Income | 160,688 | 140,000 | 145,000 |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total F | | | |
| Total Receipts | 160,688 | 140,000 | 145,000 |
| Resources Available: | 449,758 | 457,298 | 433,087 |
| Expenditures: | | | |
| Personnel | 39,900 | 43,702 | 37,186 |
| Contractuals | 45,674 | 71,436 | 76,146 |
| Commodities | 637 | 15,500 | 3,598 |
| Capital Outlay | 17,805 | 7,000 | 18,504 |
| Transfer to Equipment Reserve | 20,000 | 22,000 | 58,000 |
| Transfer to Employee Benefits | 8,444 | 9,573 | 4,486 |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total F | | | |
| Total Expenditures | 132,460 | 169,211 | 197,920 |
| Unencumbered Cash Balance Dec 31 | 317,298 | 288,087 | 235,167 |
| 2024/2025/2026 Budget Authority Amount | 136,436 | 169,211 | 197,920 |

Adopted Budget

| Clerk Tech | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 30,855 | 29,655 | 18,655 |
| Receipts: | | | |
| Program Income | 25,519 | 20,000 | 20,000 |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 25,519 | 20,000 | 20,000 |
| Resources Available: | 56,374 | 49,655 | 38,655 |
| Expenditures: | | | |
| Contractual | 1,804 | 31,000 | 25,000 |
| Commodities | 24,915 | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 26,719 | 31,000 | 25,000 |
| Unencumbered Cash Balance Dec 31 | 29,655 | 18,655 | 13,655 |
| 2024/2025/2026 Budget Authority Amount | 33,000 | 31,000 | 25,000 |

CPA Summary

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| | | | |
|--|-----------------|-------------------|-----------------|
| Adopted Budget | Prior Year | Current Year | Proposed Budget |
| Treasurer Tech | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 12,093 | 36,151 | 36,151 |
| Receipts: | | | |
| Program Income | 25,518 | 20,000 | 20,000 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 25,518 | 20,000 | 20,000 |
| Resources Available: | 37,611 | 56,151 | 56,151 |
| Expenditures: | | | |
| Contractual | 1,460 | 20,000 | 20,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 1,460 | 20,000 | 20,000 |
| Unencumbered Cash Balance Dec 31 | 36,151 | 36,151 | 36,151 |
| 2024/2025/2026 Budget Authority Amount | 30,000 | 20,000 | 20,000 |

Adopted Budget

| | | | |
|--|-----------------|-------------------|-----------------|
| | Prior Year | Current Year | Proposed Budget |
| Special Alcohol | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 85,575 | 79,077 | 63,077 |
| Receipts: | | | |
| Liquor Tax | 39,002 | 34,000 | 35,000 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 39,002 | 34,000 | 35,000 |
| Resources Available: | 124,577 | 113,077 | 98,077 |
| Expenditures: | | | |
| Contractual | 45,500 | 50,000 | 60,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 45,500 | 50,000 | 60,000 |
| Unencumbered Cash Balance Dec 31 | 79,077 | 63,077 | 38,077 |
| 2024/2025/2026 Budget Authority Amount | 50,000 | 50,000 | 60,000 |

CPA Summary

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|-----------------|-------------------|-----------------|
| Special Parks & Rec | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 61,530 | 81,917 | 54,917 |
| Receipts: | | | |
| Liquor Tax | 20,387 | 18,000 | 18,000 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total F | | | |
| Total Receipts | 20,387 | 18,000 | 18,000 |
| Resources Available: | 81,917 | 99,917 | 72,917 |
| Expenditures: | | | |
| Contractual | 0 | 45,000 | 50,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total F | | | |
| Total Expenditures | 0 | 45,000 | 50,000 |
| Unencumbered Cash Balance Dec 31 | 81,917 | 54,917 | 22,917 |
| 2024/2025/2026 Budget Authority Amount | 30,000 | 45,000 | 50,000 |

Adopted Budget

| | Prior Year | Current Year | Proposed Budget |
|--|-----------------|-------------------|------------------|
| 911 Taxes | Actual for 2024 | Estimate for 2025 | Year for 2026 |
| Unencumbered Cash Balance Jan 1 | 95,602 | 298,163 | 392,818 |
| Receipts: | | | |
| 911 Taxes LV County | 513,416 | 288,883 | 297,370 |
| 911 Tax LV City | | 203,372 | 217,327 |
| Transfer In | 325,000 | 350,000 | 400,000 |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 838,416 | 842,255 | 914,697 |
| Resources Available: | 934,018 | 1,140,418 | 1,307,515 |
| Expenditures: | | | |
| Contractual | 635,855 | 745,600 | 775,444 |
| Commodities | | 2,000 | 3,000 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total E | | | |
| Total Expenditures | 635,855 | 747,600 | 778,444 |
| Unencumbered Cash Balance Dec 31 | 298,163 | 392,818 | 529,071 |
| 2024/2025/2026 Budget Authority Amount | 699,000 | 747,600 | 778,444 |

CPA Summary

Leavenworth County

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget 20 Year Sales Tax (171) | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 5,445,291 | 8,487,586 | 5,254,595 |
| Receipts: | | | |
| Sales Tax Collections | 5,557,662 | 5,200,000 | 5,400,000 |
| Local Assistance & Matching Funds | 296,447 | | |
| Transportation Study | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 5,854,109 | 5,200,000 | 5,400,000 |
| Resources Available: | 11,299,400 | 13,687,586 | 10,654,595 |
| Expenditures: | | | |
| Contractual | 563,864 | 6,431,551 | 6,000,000 |
| Commodities | 105,483 | | |
| Capital Outlay | | | |
| Total Transferred for Principal Payment | 1,582,268 | | |
| Total Transferred for Interest Payment | 560,199 | | |
| Transfer to Bond & Interest, 2016 A | | 652,900 | 659,850 |
| Transfer to Bond & Interest, 2016 B | | 0 | |
| Transfer to Bond & Interest, 2020 A | | 845,765 | 830,290 |
| Transfer to Bond & Interest, 2022 A | | 502,775 | 511,525 |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total B | | | |
| Total Expenditures | 2,811,814 | 8,432,991 | 8,001,665 |
| Unencumbered Cash Balance Dec 31 | 8,487,586 | 5,254,595 | 2,652,930 |
| 2024/2025/2026 Budget Authority Amount | 7,312,300 | 8,432,991 | 8,001,665 |

Adopted Budget

| Opioid Settlement | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 212,010 | 369,199 | 471,045 |
| Receipts: | | | |
| Settlement | 233,198 | 250,000 | 250,000 |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 233,198 | 250,000 | 250,000 |
| Resources Available: | 445,208 | 619,199 | 721,045 |
| Expenditures: | | | |
| Personnel | 50,726 | 71,398 | 73,183 |
| Contractual | 24,974 | 31,756 | 31,756 |
| Commodities | 309 | 45,000 | 45,000 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total B | | | |
| Total Expenditures | 76,009 | 148,154 | 149,939 |
| Unencumbered Cash Balance Dec 31 | 369,199 | 471,045 | 571,106 |
| 2024/2025/2026 Budget Authority Amount | 0 | 148,154 | 149,939 |

See Tab A

CPA Summary

BUDGET SUMMARY

| Prior Year Actual for 2024 | | Current Year Estimate for 2025 | | Proposed Budget Year for 2026 | | |
|--------------------------------|------------------|--------------------------------|------------------|-----------------------------------|-------------------------------|------------------------------|
| Expenditures | Actual Tax Rate* | Expenditures | Actual Tax Rate* | Budget Authority for Expenditures | Amount of 2025 Ad Valorem Tax | Proposed Estimated Tax Rate* |
| 34,724,207 | 21.488 | 37,752,277 | 21.945 | 38,690,869 | 25,517,818 | 21.808 |
| 1,987,758 | | 2,001,440 | | 2,001,665 | | |
| 13,147,773 | 9.820 | 14,588,001 | 10.811 | 15,506,465 | 12,649,898 | 10.811 |
| 1,511,611 | 0.491 | 1,568,918 | 0.444 | 1,552,949 | 507,484 | 0.434 |
| 10,501,897 | 0.555 | 11,566,500 | 1.256 | 12,693,000 | 1,864,273 | 1.591 |
| 330,818 | 0.307 | 85,658 | 0.046 | 85,658 | 71,572 | 0.061 |
| 3,647,032 | 2.780 | 4,082,178 | 2.779 | 4,298,054 | 2,446,541 | 2.091 |
| 504,260 | 0.338 | 430,231 | 0.282 | 505,814 | 474,344 | 0.405 |
| | | | | | | |
| 2,373,832 | | 2,413,205 | | 2,480,306 | | |
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| | | | | | | |
| 132,460 | | 169,211 | | 197,920 | | |
| 26,719 | | 31,000 | | 25,000 | | |
| 1,460 | | 20,000 | | 20,000 | | |
| 45,500 | | 50,000 | | 60,000 | | |
| | | 45,000 | | 50,000 | | |
| 635,855 | | 747,600 | | 778,444 | | |
| 2,811,814 | | 8,432,991 | | 8,001,665 | | |
| 76,009 | | 148,154 | | 149,939 | | |
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| 3,743,597 | | | | | | |
| 6,357,232 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 82,559,834 | 35.779 | 84,132,364 | 37.563 | 87,097,748 | 43,531,930 | 37.203 |
| <i>Revenue Neutral Rate **</i> | | | | | | 35.636 |

0

Leavenworth County Special - Other Funds

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget Local Service Rd & Br | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 420,187 | 531,214 | 277,046 |
| Receipts: | | | |
| Ad Valorem Tax | 3,838,274 | 4,022,169 | xxxxxxxxxxxxxxxxxx |
| Delinquent Tax | 43,797 | | |
| Motor Vehicle Tax | 395,464 | 362,049 | 384,431 |
| Recreational Vehicle Tax | 9,153 | 8,968 | 8,736 |
| 16/20 M Vehicle Tax | | 7,082 | 7,358 |
| Commercial Vehicle Tax | 13,482 | 13,718 | 14,036 |
| Watercraft Tax | | 6,041 | 0 |
| In Lieu Of | 153 | | |
| City County Highway | 444,970 | 424,859 | 426,508 |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 4,745,293 | 4,844,886 | 841,069 |
| Resources Available: | 5,165,480 | 5,376,100 | 1,118,115 |
| Expenditures: | | | |
| Personnel | 786,827 | 788,667 | 802,400 |
| Contractual | 24,044 | 25,700 | 26,500 |
| Commodities | 1,842,195 | 2,649,000 | 2,649,000 |
| Transfer to Equip. Reserve | 500,000 | 500,000 | 620,000 |
| Transfer to Employee Benefits | 305,200 | 359,687 | 367,800 |
| Transfer to Capital roads | 1,176,000 | 776,000 | 853,000 |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Expenditures | 4,634,266 | 5,099,054 | 5,318,700 |
| Unencumbered Cash Balance Dec 31 | 531,214 | 277,046 | xxxxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 5,099,054 | 5,099,054 | 5,318,700 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 5,318,700 |
| Tax Required | | | 4,200,585 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 4,200,585 |

| Adopted Budget 0 | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | | 0 | 0 |
| Receipts: | | | |
| Ad Valorem Tax | | 0 | xxxxxxxxxxxxxxxxxx |
| Delinquent Tax | | | |
| Motor Vehicle Tax | | | |
| Recreational Vehicle Tax | | | |
| 16/20 M Vehicle Tax | | | |
| Commercial Vehicle Tax | | | |
| Watercraft Tax | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | | | 0 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 0 | 0 | 0 |
| Expenditures: | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total R | | | |
| Total Expenditures | 0 | 0 | 0 |
| Unencumbered Cash Balance Dec 31 | 0 | 0 | xxxxxxxxxxxxxxxxxx |
| 2024/2025/2026 Budget Authority Amount | 0 | 0 | 0 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 0 |
| Tax Required | | | 0 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2025 Ad Valorem Tax | | | 0 |

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| CPA Summary |
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COUNTY OF LEAVENWORTH

County Administrator

300 Walnut, Suite 225

Leavenworth, Kansas 66048-2815

(913) 684-0417

Facsimile (913) 684-0410

email: mloughry@leavenworthcounty.gov

Commissioners, per the attached policy I had Human Resources calculate the wages for any position that was open year to date. Any department that has unused wages in excess of \$50,000.00 is included below. I have informed the departments impacted that this would be on the agenda for review. If the Commission wants to amend the budget to lower the payroll line item in these departments we will bring back a Bord Order next week making those amendments.

| Department | 2025 Jan - Jul |
|------------------|----------------|
| County Appraiser | \$ 98,070 |
| Clerk | \$ 68,613 |
| County Attorney | \$ 207,751 |
| Public Works | \$ 65,985 |
| Sheriff | \$ 453,681 |
| Total | \$ 894,099 |

While these funds are unspent this year, most of them have already been accounted for as cash carryover in next year's budget thus lowering next year's mill levy. Reducing this year's budget would formally recognize that, but it will not increase available funds.

Please let me know if you need additional information or require further discussion.

Leavenworth County

POLICY MANUAL

| SUBJECT | ISSUED BY | EFFECTIVE DATE | REVISION |
|------------------------------------|-------------------------------|----------------|-----------|
| Budgeted unfilled positions | Board of County Commissioners | 10-01-2018 | 8-28-2024 |

POLICY:

No funds budgeted for wages may be used for other expenditures without prior approval by the Board of County Commissioners.

Twice a year, in June and November, the County Administrator will prepare a report that shows budgeted but unused wages due to vacancies for each department. The County Administrator will present the report and a Board Order reducing budgetary authority for any Department with unspent funds in excess of \$50,000.00, due to open positions, to the County Commission. This will not affect the funding of those positions going forward.

This policy will apply to the Salaries line item only.

BOCC Chairmen

8-28-2024
Date of Adoption