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Leavenworth County
Board of County Commissioners

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
August 13, 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:
- 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 August 6, 2025

- b) Approval of the schedule for the week of August 18, 2025
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the contract with Pfefferkorn Engineering and Environmental, LLC for construction engineering for the 235th St. project in the amount of \$910,134.17 with a 7.5% contingency.
- b) Consider a motion to adopt a policy establishing a process for future County right-of-way vacation requests.
- c) Consider a motion to approve Resolution 2025-27, finding that the proposed reinvestment housing incentive district will have an adverse effect on Leavenworth County.

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

- a) Fairlane RHID presentation
- b) Budget discussion if needed
- c) Executive session if needed

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, August 11, 2025

Tuesday, August 12, 2025

Wednesday, August 13, 2025

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

Thursday, August 14, 2025

12:00 p.m. LCDC meeting

Friday, August 15, 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

*****August 6, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, August 6, 2025. Commissioner Culbertson; Commissioner Reid, Commissioner Dove and Commissioner Stieben are present; Commissioner Smith is absent; Also present: Mark Loughry, County Administrator; Jamie VanHouten, Community Corrections Director; Bill Noll, Infrastructure and Construction Services;

Commissioner Culbertson nominated Mike Stieben as temporary chairman for today's meeting.

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to nominate Mike Stieben as temporary chairman for today's meeting.

Motion passed, 3-0, Commissioner Stieben abstained.

Commissioner Dove suggested the Board contact the Department of Agriculture about a disease that is affecting horses in the area on how to help prevent this disease from spreading.

The Board briefly discussed the costs and the impact of a RHID.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to accept the consent agenda for Wednesday, August 6, 2025 as presented.

Motion passed, 4-0.

Bill Noll requested approval of a supplemental agreement for engineering services on bridges SH-54 and SH-61.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the supplemental agreement with Finney and Turnipseed for construction engineering for bridges SH-54 and SH-61.

Motion passed, 4-0.

Todd Thompson addressed the Board regarding the County Attorney's budget.

A motion was made by Commissioner Stieben and seconded by Commissioner Dove to restore the \$130,000.

Motion passed, 4-0.

Jamie VanHouten requested approval of the adult and juvenile comprehensive plan amendments.

A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to approve the FY25 Adult Comprehensive Plan Budget Amendment.

Motion passed, 4-0.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the FY25 Juvenile Comprehensive Plan Budget Amendment.

Motion passed, 4-0.

Dates for Budget hearings were presented for approval.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing set for August 20, 2025 at 9:00 a.m.

Motion passed, 3-1 Commissioner Reid voting nay.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing for Special Other Funds set for August 20, 2025 at 9:00 a.m.

Motion failed, 2-2 Commissioner Reid and Culbertson voting nay.

A motion was made by Commissioner Stieben and seconded by Commissioner Dove Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing for Special Other Funds set for August 20, 2025 at 9:00 a.m.

The Board directed staff to present a revenue neutral budget for next week.

Motion passed, 3-1 Commissioner Reid voting nay.

The Board discussed the 2026 legislative session topics.

It was the consensus of the Board to include reform revenue neutral statute.

It was the consensus of the Board to include no more State unfunded mandates.

It was the consensus of the Board to include to let each County vote on a tax system that works for them in lieu of relying solely on property taxes.

It was the consensus of the Board to include to place a State wide cap on property taxes.

It was the consensus of the Board to include competitive bids for water district projects.

It was the consensus of the Board to include changing the 30-day time frame in the RHID law.

It was the consensus of the Board to include verified parental consent for abortions.

It was the consensus of the Board to include an amendment to allow the dissolution of Fire Districts.

A motion was made by Commissioner Stieben and seconded by Commissioner Dove to adjourn.

Motion passed, 4-0.

The Board adjourned at 11:08 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, August 18, 2025

Tuesday, August 19, 2025

12:00 p.m. LCPA meeting

Wednesday, August 20, 2025

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

Thursday, August 21, 2025

Friday, August 22, 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: 07/31/2025 END DATE: 08/07/2025

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
574		08/01/2025	8103 134210	CHARTER COMMUNICATIONS 5-001-5-07-219	SHERIFF MENTAL HEALTH	182.00	
					WARRANT TOTAL		182.00
575		08/05/2025	829 134215	THOMSON REUTERS - WEST 5-001-5-09-209	ONLINE SUBSCRIPTION SOFTWARE	223.00	
					WARRANT TOTAL		223.00
576		08/05/2025	8416 134255 134255 134230 134255 134255 134255 134219 134255 134255 134255 134255	IRON MOUNTAIN INC 5-001-5-02-212 5-001-5-02-212 5-001-5-11-208 5-001-5-14-247 5-001-5-14-247 5-001-5-14-247 5-001-5-19-220 5-001-5-28-301 5-001-5-28-301 5-146-5-00-218 5-146-5-00-218	CLERK. TREAS, AND HR CLERK. TREAS, AND HR CO ATTY SHREDDING CLERK. TREAS, AND HR CLERK. TREAS, AND HR CLERK. TREAS, AND HR JULY 2025 IRON MOUNTAIN CLERK. TREAS, AND HR CLERK. TREAS, AND HR CLERK. TREAS, AND HR CLERK. TREAS, AND HR	32.31 7.04 26.00 29.96 6.52 19.77 338.54 14.98 3.27 96.93 22.35	
					WARRANT TOTAL		597.67
115120	AP	07/31/2025	2059 134187	MIDWEST OFFICE TECHNOLOGY INC 5-001-5-11-303	OPL305_K COPIER OVERAGE	61.30	
					WARRANT TOTAL		61.30
115121	AP	08/01/2025	6049 134211	AT&T 5-001-5-07-210	SHERIFF MONTHLY SERVICE	309.19	
					WARRANT TOTAL		309.19
115122	AP	08/01/2025	18253 134207 134207 134207 134207 134207 134207 134207 134207 134207	AT&T MOBILITY 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210 5-133-5-00-210	ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE ROAD AND BRIDGE MONTHLY CHARGE	55.73 55.73 23.24 23.24 73.24 43.23 43.23 43.23 43.23 43.23	
					WARRANT TOTAL		360.87
115123	AP	08/01/2025	8686 134206 134208 134208 134208 134209 134209 134209	EVERGY KANSAS CENTRAL INC 5-133-5-00-251 5-160-5-00-210 5-160-5-00-210 5-160-5-00-210 5-174-5-00-210 5-174-5-00-210 5-174-5-00-210	ROAD AND BRIDGE 33567 SANTA FE SW SERVICE SW SERVICE SW SERVICE 911 TOWERS 911 TOWERS 911 TOWERS	32.63 26.55 172.11 516.91 585.41 425.87 273.47	
					WARRANT TOTAL		2,032.95
115124	AP	08/05/2025	20588 134228 134234 134234	ADVANTAGE PRINTING 5-001-5-04-301 5-001-5-07-303 5-001-5-07-303	NAME PLATE FOR DONATED CLOCK LETTERHEAD AND POST FLYER LETTERHEAD AND POST FLYER	22.00 1,131.00 55.00	
					WARRANT TOTAL		1,208.00
115125	AP	08/05/2025	13088	APPRAISER'S EDUCATION FUND			

FMWARREGR2		LEAVENWORTH COUNTY				8/07/25	12:09:06
JSCHERMBEC		WARRANT REGISTER					Page 2
START DATE: 07/31/2025 END DATE: 08/07/2025							
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
			134232	5-001-5-41-202	LAND VALUE ANALYSIS	220.00	
			134232	5-001-5-41-202	LAND VALUE ANALYSIS	220.00	
			134232	5-001-5-41-202	LAND VALUE ANALYSIS	270.00	
			134232	5-001-5-41-202	LAND VALUE ANALYSIS	270.00	
			134232	5-001-5-41-202	LAND VALUE ANALYSIS	110.00	
				WARRANT TOTAL			1,090.00
115126	AP	08/05/2025	1061	B & W FIRE LLC			
			134245	5-001-5-07-208	JAIL ANNUAL FIRE EXTINGUISHER	210.00	
				WARRANT TOTAL			210.00
115127	AP	08/05/2025	2489	HONORABLE ROBERT BEDNAR			
			134217	5-001-5-19-252	HON ROBERT BEDNAR	3,750.00	
				WARRANT TOTAL			3,750.00
115128	AP	08/05/2025	198	COLLINS AUTOMOTIVE LLC			
			134246	5-001-5-07-213	UNIT 114	155.10	
				WARRANT TOTAL			155.10
115129	AP	08/05/2025	2621	TERRY BOOKER			
			134256	5-145-5-00-256	MEALS 7/14-7/31	15,301.00	
			134256	5-145-5-00-256	MEALS 7/14-7/31	15,080.00	
			134256	5-145-5-00-256	MEALS 7/14-7/31	13,390.00	
				WARRANT TOTAL			43,771.00
115130	AP	08/05/2025	24545	CDW GOVERNMENT INC			
			134233	5-001-5-04-301	HEADPHONES	23.92	
			134264	5-115-5-00-409	CISCO CATALST	963.94	
			134265	5-133-5-00-301	CISCO PHONE BRAD WISS	463.81	
			134247	5-174-5-00-210	COMPUTER MONITOR FOR 911 DISPA	1,897.16	
				WARRANT TOTAL			3,348.83
115131	AP	08/05/2025	28831	CE WATER MANAGEMENT INC			
			134223	5-001-5-33-268	CUSHING C70488	195.00	
				WARRANT TOTAL			195.00
115132	AP	08/05/2025	810	CITY ELECTRIC SUPPLY COMPANY			
			134236	5-001-5-07-357	JAIL MAINTENANCE	14.36	
			134236	5-001-5-07-357	JAIL MAINTENANCE	101.81	
			134236	5-001-5-07-357	JAIL MAINTENANCE	61.25	
				WARRANT TOTAL			177.42
115133	AP	08/05/2025	385	CNH INDUSTRIAL CAPITAL AMERICA			
			134242	5-155-5-00-4	4 LEASE PAYMENT OF 5	11,311.10	
				WARRANT TOTAL			11,311.10
115134	AP	08/05/2025	22543	COMPLETE FAMILY CARE			
			134244	5-108-5-00-280	MEDICAL DIRECTOR AND WELL CHIL	1,200.00	
			134244	5-108-5-00-280	MEDICAL DIRECTOR AND WELL CHIL	300.00	
				WARRANT TOTAL			1,500.00
115135	AP	08/05/2025	1104	DIGITAL DOLPHIN SUPPLIES			
			134253	5-133-5-00-301	TONERS	673.00	
				WARRANT TOTAL			673.00
115136	AP	08/05/2025	2611	DIRECTOR OF VEHICLES			
			134238	5-001-5-07-213	COVERT LICENSE PLATES AND SHIP	80.00	
			134238	5-001-5-07-213	COVERT LICENSE PLATES AND SHIP	19.80	
				WARRANT TOTAL			99.80
115137	AP	08/05/2025	8686	EVERGY KANSAS CENTRAL INC			
			134248	5-001-5-07-223	EVERGY ELECTRIC FOR SERVICE SI	1,301.82	

FMWARREGR2		LEAVENWORTH COUNTY				8/07/25	12:09:06
JSCHERMBEC		WARRANT REGISTER				Page	3
START DATE: 07/31/2025 END DATE: 08/07/2025							
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
			134213	5-001-5-14-220	300 WALNUT ST 7570295641	13,595.37	
			134214	5-001-5-32-392	498 2ND ST	33.37	
			134222	5-001-5-33-392	711 MARSHALL ST 8012784902	10,728.04	
					WARRANT TOTAL		25,658.60
115138	AP	08/05/2025	4465	GRONIS HARDWARE INC			
			134237	5-001-5-07-357	JAIL MAINTENANCE AND EXPENSES	35.78	
			134237	5-001-5-07-357	JAIL MAINTENANCE AND EXPENSES	34.20	
			134237	5-001-5-07-359	JAIL MAINTENANCE AND EXPENSES	6.56	
			134237	5-001-5-07-359	JAIL MAINTENANCE AND EXPENSES	5.24	
					WARRANT TOTAL		81.78
115139	AP	08/05/2025	16080	GT DISTRIBUTORS			
			134249	5-001-5-07-356	AMMUNITION	1,272.00	
					WARRANT TOTAL		1,272.00
115140	AP	08/05/2025	782	JCI INDUSTRIES INC			
			134216	5-212-5-00-2	FLYGT 3102 8909412 042425	9,778.00	
					WARRANT TOTAL		9,778.00
115141	AP	08/05/2025	1851	KANSAS ONE-CALL SYSTEM INC			
			134263	5-001-5-18-213	LOCATE SERVICES	5.32	
			134227	5-001-5-31-290	TICKETS 25360636	1.33	
			134226	5-210-5-00-2	TICKETS 25341355,25379949	2.66	
			134225	5-212-5-00-2	TICKETS 25372986,25363884,2536	3.99	
					WARRANT TOTAL		13.30
115142	AP	08/05/2025	1978	KRYGER GLASS CO			
			134250	5-001-5-07-213	REPLACED WINDSHIELD UNIT 136	362.95	
					WARRANT TOTAL		362.95
115143	AP	08/05/2025	4755	LEAVENWORTH PAPER AND OFFICE S			
			134239	5-001-5-07-301	OFFICE SUPPLIES AND JAIL EXPE	39.21	
			134239	5-001-5-07-359	OFFICE SUPPLIES AND JAIL EXPE	28.75	
			134257	5-145-5-00-345	ROLL TOWELS	47.92	
			134257	5-145-5-05-301	ROLL TOWELS	17.55	
			134257	5-145-5-07-302	ROLL TOWELS	2.03	
					WARRANT TOTAL		135.46
115144	AP	08/05/2025	10869	MAIN STREET AUTO BODY			
			134251	5-001-5-07-213	UNIT 114 COUNTY SHOP TO BUTLER	125.00	
			134251	5-001-5-07-213	UNIT 114 COUNTY SHOP TO BUTLER	125.00	
					WARRANT TOTAL		250.00
115145	AP	08/05/2025	2419	MCKESSON MEDICAL SURGICAL			
			134240	5-001-5-07-219	MEDICAL SUPPLIES	460.45	
					WARRANT TOTAL		460.45
115146	AP	08/05/2025	105	MIDWEST MOBILE RADIO SERVICE			
			134261	5-001-5-18-220	FIELD SUPPORT	303.00	
			134266	5-133-5-00-207	RADIO MAINTENANCE	10.00	
			134266	5-133-5-00-207	RADIO MAINTENANCE	10.00	
			134266	5-133-5-00-207	RADIO MAINTENANCE	108.00	
			134266	5-133-5-00-209	RADIO MAINTENANCE	375.00	
			134241	5-160-5-00-213	MODEL 2 PORTABLE RADIO	590.00	
					WARRANT TOTAL		1,396.00
115147	AP	08/05/2025	2059	MIDWEST OFFICE TECHNOLOGY INC			
			134221	5-001-5-04-201	CANON COPIES	113.87	
			134221	5-001-5-04-201	CANON COPIES	133.58	

START DATE: 07/31/2025 END DATE: 08/07/2025

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
			134221	5-001-5-04-201	CANON COPIES	1.67	
			134231	5-001-5-11-303	COPIER COST	64.86	
			134218	5-001-5-19-204	CSO COPIER	185.02	
					WARRANT TOTAL		499.00
115148	AP	08/05/2025	345	OLIVER PACKING & EQUIPMENT CO			
			134258	5-145-5-00-345	FILM	281.84	
			134258	5-145-5-00-345	FILM	611.77	
			134258	5-145-5-05-301	FILM	103.21	
			134258	5-145-5-06-301	FILM	107.33	
			134258	5-145-5-06-321	FILM	300.52	
			134258	5-145-5-07-302	FILM	11.91	
			134258	5-145-5-07-321	FILM	53.66	
					WARRANT TOTAL		1,470.24
115149	AP	08/05/2025	196	OLSSON, INC			
			134229	5-001-5-06-206	PROFESSIONAL SERVICES PZ PORTI	1,764.75	
			134254	5-133-5-00-213	PROFESSIONAL SERVICES RENDERED	362.00	
					WARRANT TOTAL		2,126.75
115150	AP	08/05/2025	770	BASEHOR UNITED METHODIST CHURC			
			134259	5-145-5-00-246	BASEHOR SITE AUGUST COA	142.00	
			134259	5-145-5-05-202	BASEHOR SITE AUGUST COA	52.00	
			134259	5-145-5-07-202	BASEHOR SITE AUGUST COA	6.00	
					WARRANT TOTAL		200.00
115151	AP	08/05/2025	865	WEST HAVEN BAPTIST CHURCH			
			134260	5-145-5-00-246	2025 TONGANOXIE AUGUST	142.00	
			134260	5-145-5-05-202	2025 TONGANOXIE AUGUST	52.00	
			134260	5-145-5-07-202	2025 TONGANOXIE AUGUST	6.00	
					WARRANT TOTAL		200.00
115152	AP	08/05/2025	482	HANK PRICE			
			134224	5-001-5-31-290	ENTRY WAY CLEANING	100.00	
					WARRANT TOTAL		100.00
115153	AP	08/05/2025	13413	ALLIED SERVICES			
			134235	5-001-5-07-208	1 WAST CONTAINER	350.00	
					WARRANT TOTAL		350.00
115154	AP	08/05/2025	433	TONGANOXIE CITY			
			134212	5-001-5-14-220	725 LAMING RD	68.54	
					WARRANT TOTAL		68.54
115155	AP	08/05/2025	651	USIC HOLDING INC			
			134262	5-001-5-18-213	LOCATE SERVICES	158.96	
					WARRANT TOTAL		158.96
115156	AP	08/05/2025	1241	VANCE BROS LLC			
			134243	5-133-5-00-362	CRS 1HP	14,508.54	
			134243	5-133-5-00-362	CRS 1HP	14,744.37	
					WARRANT TOTAL		29,252.91
115157	AP	08/07/2025	451	AETNA LIFE INSURANCE COMPANY			
				5-510-2-00-939	HEALTH AND VISION	381,463.11	
				5-510-2-00-944	HEALTH AND VISION	2,431.93	
				5-510-2-00-939	HEALTH AND VISION	61.79-	
				5-510-2-00-944	HEALTH AND VISION	255.06	
				5-510-2-00-939	HEALTH AND VISION	.00	
				5-510-2-00-944	HEALTH AND VISION	9.56	

START DATE: 07/31/2025 END DATE: 08/07/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

<u>WARRANT NUMBER</u>	<u>CHK TYPE</u>	<u>WARRANT DATE</u>	<u>VEND #/ PCH DOC #</u>	<u>VENDOR NAME/ ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
					WARRANT TOTAL		384,097.87
115158	AP	08/07/2025	1737	AT&T 5-174-5-00-210	KDOT SITE BASEHOR	446.20	
					WARRANT TOTAL		446.20
115159	AP	08/07/2025	840	BATEMAN LAW GROUP LLC 5-176-5-00-206	VTC DEFENSE FUND	1,700.00	
					WARRANT TOTAL		1,700.00
115160	AP	08/07/2025	23537	BOUND TREE MEDICAL LLC 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381 5-001-5-05-381	FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES	560.36 49.29 1,105.83 77.30 262.06 262.06 262.06 1,033.81	
					WARRANT TOTAL		3,612.77
115161	AP	08/07/2025	24545	CDW GOVERNMENT INC 5-174-5-00-210	6 COMPUTER LIGHTED KEY BOARD F	217.74	
					WARRANT TOTAL		217.74
115162	AP	08/07/2025	22543	COMPLETE FAMILY CARE 5-001-5-05-201	MEDICAL DIRECTOR FEES AUGUST	1,250.00	
					WARRANT TOTAL		1,250.00
115163	AP	08/07/2025	1504	DELTA DENTAL OF KANSAS 5-510-2-00-942 5-510-2-00-942 5-510-2-00-942	DENTAL PREMIUMS DENTAL PREMIUMS DENTAL PREMIUMS	18,745.28 27.20 2,716.28	
					WARRANT TOTAL		21,488.76
115164	AP	08/07/2025	8686	EVERGY KANSAS CENTRAL INC 5-001-5-05-215	STATION 3 4360949608	588.12	
					WARRANT TOTAL		588.12
115165	AP	08/07/2025	1011	FEDEX 5-001-5-19-302 5-001-5-19-302	POSTAGE POSTAGE	3.27 44.15	
					WARRANT TOTAL		47.42
115166	AP	08/07/2025	203	DANNY SLUSSER AND TERRI RICKET 5-176-5-00-212	SCRAM MONITORING MS	429.00	
					WARRANT TOTAL		429.00
115167	AP	08/07/2025	758	THE GUARDIAN LIFE INSURANCE CO 5-510-2-00-961	SHORT TERM DISABILITY	8,484.23	
					WARRANT TOTAL		8,484.23
115168	AP	08/07/2025	236	INTERPRETERS INC 5-001-5-19-221	INTERPRETER	372.56	
					WARRANT TOTAL		372.56
115169	AP	08/07/2025	66366	KANSAS GAS SERVICE 5-001-5-05-215 5-174-5-00-210	STATION 3 512142220 2006970 09 LEAVENWORTH TOWER 510614745200	109.62 65.27	
					WARRANT TOTAL		174.89
115170	AP	08/07/2025	13089	KANSAS CITY KS COMMUNITY COLLE 5-001-5-05-202	SPONSOR NIRK AND JOHNSON	664.10	

START DATE: 07/31/2025 END DATE: 08/07/2025

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
				5-001-5-05-202	SPONSOR NIRK AND JOHNSON	614.10	
					WARRANT TOTAL		1,278.20
115171	AP	08/07/2025	1629	KANSAS UNIVERSITY PHYSICIANS I			
				5-108-5-00-280	MCH GRANT AND FP CONTRACTED SE	1,800.00	
				5-108-5-00-280	MCH GRANT AND FP CONTRACTED SE	1,800.00	
					WARRANT TOTAL		3,600.00
115172	AP	08/07/2025	19903	LANGUAGE LINE SERVICES INC			
				5-001-5-19-221	INTERPRETER	3.00	
					WARRANT TOTAL		3.00
115173	AP	08/07/2025	962	SMK VENTURES LLC DBA LAVEN ELE			
				5-160-5-00-501	2 GENERATORS FOR INBOUND AND O	18,950.00	
					WARRANT TOTAL		18,950.00
115174	AP	08/07/2025	4755	LEAVENWORTH PAPER AND OFFICE S			
				5-001-5-19-301	OFFICE SUPPLIES	1,306.17	
					WARRANT TOTAL		1,306.17
115175	AP	08/07/2025	105	MIDWEST MOBILE RADIO SERVICE			
				5-001-5-05-280	RADIO MAINTENANCE	234.00	
				5-001-5-05-280	RADIO MAINTENANCE	200.00	
				5-108-5-00-601	RADIO MAINTENANCE	75.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-05-4	EMS RADIO REPAIR	555.00	
				5-001-5-07-208	RADIOS	20.00	
				5-001-5-07-208	RADIOS	175.00	
				5-001-5-07-208	RADIOS	230.00	
				5-001-5-07-208	RADIOS	535.00	
				5-001-5-07-208	RADIOS	146.00	
					WARRANT TOTAL		4,945.00
115176	AP	08/07/2025	12204	PROPIO LANGUAGE SERVICES LLC			
				5-108-5-00-280	M&I, PMI,WIC	245.97	
				5-108-5-00-606	M&I, PMI,WIC	29.70	
					WARRANT TOTAL		275.67
115177	AP	08/07/2025	1485	RELIANCE STANDARD			
				5-510-2-00-962	GL 144512 AND VG182892	1,555.42	
				5-510-2-00-965	GL 144512 AND VG182892	2,946.10	
					WARRANT TOTAL		4,501.52
115178	AP	08/07/2025	458	LEAV CO PUBLIC WORKS			
				5-001-5-07-213	GASOLINE	5,322.94	
				5-001-5-07-218	GASOLINE	82.03	
				5-001-5-07-213	GASOLINE	132.93	
				5-001-5-14-332	GASOLINE	468.75	
				5-001-5-14-332	GASOLINE	6,458.90	
					WARRANT TOTAL		12,465.55
115179	AP	08/07/2025	25081	STERICYCLE, INC			
				5-001-5-07-208	SHRED IT REGULAR SERVICE	194.99	
					WARRANT TOTAL		194.99
115180	AP	08/07/2025	113	SUMNERONE INC			

START DATE: 07/31/2025 END DATE: 08/07/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

<u>WARRANT</u> <u>NUMBER</u>	<u>CHK</u> <u>TYPE</u>	<u>WARRANT</u> <u>DATE</u>	<u>VEND #/</u> <u>PCH DOC #</u>	<u>VENDOR NAME/</u> <u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
				5-001-5-19-204	CLERKS FRONT COPIER	48.99	
					WARRANT TOTAL		48.99
115181	AP	08/07/2025	207	KATHRYN KAY LUNA			
				5-176-5-00-205	VTC MENTOR COORDINATOR JULY 20	1,300.00	
					WARRANT TOTAL		1,300.00
					GRAND TOTAL		616,869.82

START DATE: 07/31/2025 END DATE: 08/07/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

001	GENERAL	65,715.15
108	COUNTY HEALTH	5,450.67
115	EQUIPMENT RESERVE	963.94
133	ROAD & BRIDGE	31,648.22
145	COUNCIL ON AGING	45,708.74
146	COUNTY TREASURER SPECIAL	119.28
155	LSR CAPITAL EQUIP RESERVE	11,311.10
160	SOLID WASTE MANAGEMENT	20,255.57
174	911	3,911.12
176	VETERANS TREATMENT COURT (16.753)	3,429.00
210	SEWER DISTRICT 1: HIGH CREST	2.66
212	SEWER DISTRICT 2: TIMBERLAKES	9,781.99
510	PAYROLL CLEARING	418,572.38
	TOTAL ALL FUNDS	616,869.82

Leavenworth County Request for Board Action

Date: August 13th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the contract with Pfefferkorn Engineering & Environmental, LLC for Construction Engineering for the 235th Street Project.

Analysis: This project is a phase two of a four phase project to connect K-16 and K-92 Highways. The county has received \$2.95M in grant funding from Senator Moran's Congressionally Directed Spending and the Kansas Cost Share Program. The County has entered into a contract with Ebert Construction to perform the construction of the project as the lowest and qualified bidder. Pfefferkorn Engineering & Environmental was selected by the Committee from a group of three soliciting Consultant Firms to perform the KDOT Inspection and Material Testing required for the project. As required by KDOT, the Consultant submitted their required professional hours and expenses to complete the construction engineering. KDOT approved the number of hours and expenses proposed. The Consultant's proposed engineering fee is \$846,636.14.

This project's design has a long history dating back to 2017-2018.

The Construction Contract was approved on July 23, 2025 and the anticipated Notice to Proceed is scheduled for October 7, 2025. The project completion is anticipated to be October 16, 2026.

Alternatives: Deny

Budgetary Impact: \$910,134.17 (Engineer's Cost Estimate plus 7.5% contingency)

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

Additional Attachments: Contract

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of _____, 20____, between the County of Leavenworth, Kansas (hereinafter called the "County "), and Pfefferkorn Engineering & Environmental, LLC (hereinafter called the "Consultant").

RECITALS

WHEREAS, the Consultant represents that it is duly qualified and licensed civil engineering consultant firm, experienced in KDOT Certified Inspection and Material Testing and related services; and

WHEREAS, in the judgement of the County of Leavenworth, it is necessary and desirable to employ the services of a Consultant for said services.

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the County desires the Consultant to perform, the professional services herein described; and

WHEREAS, the County has determined that, of those who responded to the County's solicitation, the Consultant is the best qualified to provide the professional services described herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the foregoing recitals and the mutual covenants contained herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the County as set forth below.

ARTICLE I

Scope of Project Work & Construction Engineering Services

The Consultant shall provide for the Construction Engineering Professional services listed in attached Exhibit A: Scope of Work & Services.

ARTICLE II

Compensation

The County shall pay the Consultant for services performed, as outlined in Article I, on an hourly rate. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum compensation listed in attached Exhibit B-1: KDOT Work Order Cost Estimate for Specific Rates of Compensation and Other Actual Direct Costs which includes total compensation limit and applicable hourly rate and reimbursable expense schedule. Such hourly rates include salary, benefits, overhead and profit due the Consultant. Consultant agrees to provide County with hour logs for assigned staff on a monthly basis to accompany invoices.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including items listed in the Exhibit B-1. Unless otherwise agreed to all other expenses not listed including local and long-distance telephone, fax, cell phones, printing, reproductions, computer use, photographs, video, software use, postage, delivery, contract

accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the County a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The County shall pay the Consultant for all undisputed work performed by the Consultant within thirty days after receipt of such invoice. Should the County take exception to or dispute any portion of the certified invoice, the County shall communicate the details and nature of the dispute to the Consultant in writing within thirty days after receipt of the invoice.

ARTICLE III

Time

The terms of this agreement shall remain in force until December 31, 2026 unless a time extension is granted or unless terminated earlier in accordance with the provisions of Article VI below.

Solely at the discretion of the County, an extension in time may be granted to the Consultant for delays recognized by the County as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in writing and submitted to the County for review.

ARTICLE IV

County's Responsibilities

County shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the project, including construction engineering objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the project.
3. Furnish contract documents, plans, and specifications for the project.
4. Review any Consultant's draft submittals.
5. Provide permits required by all applicable regulatory agencies.
6. Attend project progress meetings, preconstruction conferences, and construction meetings.
7. Provide temporary construction, drainage and right-of-way easements necessary to complete the project.
8. Complete the additional responsibilities, if any, listed in Exhibit A: Scope of Work and Services.
9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Exhibit A: Scope of Work & Services" the consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant provides Construction Engineering services. Consultant shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FWHA and all Federal agencies.
2. Provide only KDOT CIT certified staff to perform all aspects of project material testing and construction inspection to meet KDOT project requirements for federally funded improvements.
3. Indemnify and hold harmless the County, its officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is and only to the extent caused by a negligent act, error or omission of the Consultant, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
4. Maintain throughout the duration of this contract insurance in the following amounts that will protect the Consultant and the County from claims set forth below which may arise of out of or result from the Consultant's execution of the Project by Consultant or by any subcontractors or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable. The County shall be identified as an "additional named insured" and Consultant will, upon request of the County, furnish copy of certificate of insurance thereof:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident

Property Damage

\$1,000,000 each occurrence

The Consultant shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide County with certification thereof upon request.

6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the County shall so direct, the Consultant shall remove from the project any engineer, architect, surveyor, technician, inspector, project manager, geologist, appraiser or other person employed by the Consultant in connection with the work.
7. Consultant will exercise reasonable skill, care, and diligence in the performance of Consultant's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from County, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Project.
8. All Consultant personnel shall be required at a minimum to wear protective clothing to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel.

ARTICLE VI

Miscellaneous

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.
3. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither the Consultant nor the County shall, sell, transfer, assign, or

otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
9. **Independent Consultant Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Consultant.
10. **Anti-Discrimination Clause:** Consultant agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements

for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Consultant agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Consultant who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority to Contract.** By signing this contract, the representative of Consultant thereby represents that such person is duly authorized by Consultant to execute this contract on behalf of Consultant and that Consultant agrees to be bound by the provisions thereof.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Consultant for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any Consultant or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other

substantial breach of this Agreement, the County may notify the Consultant in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the County may withhold from amounts due the Consultant such sums as the County deems to be necessary to protect the County against loss caused by the Consultant because of the default.

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, and both the County and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Consultant is adjudged bankrupt or insolvent;
- If the Consultant makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Consultant or any of his property;
- If the Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the Consultant repeatedly fails to supply sufficient services;
- If the Consultant disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The County shall pay the Consultant the following amounts:

All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Consultant for work not yet accepted by the County but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Consultant in connection with the work pursuant to this Agreement, shall be in the County.
20. **Availability of Records and Audit.** The Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Consultant agrees to make available at the offices of the County at all times during the period set

forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Consultant shall preserve and make available to persons designated by the County his records for a period of five years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", and specifically the requirements in Subpart F, 2 C.F.R. Section 200.500, et seq. require compliance in accordance with these standards. The Secretary of State and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project.

21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification.** Consultant shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Consultant's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

ARTICLE VII

Exhibits & Attachments

The following Exhibits are attached to and made a part of this agreement:

1. Exhibit A. "Scope of Project Work & Construction Engineering Services"
2. Exhibit B-1. "KDOT Work Order & Supplemental Information"
3. Exhibit B-2. "KDOT Approved Labor Rate Factor Computation"
4. Attachment 5. "KDOT Pfefferkorn Certified Inspection Technician Staff Roster"
4. Attachment 7. "KDOT Certificate of Final Direct Costs"
4. Attachment 8. "KDOR Certificate of Tax Clearance"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

CONSULTANT

BY: _____
Mike Smith, Fourth District & Chairman

BY:  _____

ATTEST: _____
Fran Keppler, County Clerk

Approved as to Form:

Misty Brown, County Counselor

EXHIBIT A: Scope of Work & Services

1. SCOPE OF PROJECT WORK

Pfefferkorn Consulting & Environmental, LLC (CONSULTANT) will provide construction engineering services to Leavenworth County (COUNTY) for KDOT Project 52C-5250-01, 235th Street Improvement. The published earliest Construction Notice to Proceed date is July 28, 2025. The latest Construction Notice to Proceed date is October 7, 2025. The contractor has 375 Calendar Days to complete the work from selected Notice to Proceed date. The required completion date for the project based on the late start is October 16, 2026. Construction Engineering services are anticipated to begin as early as July 28, 2025 and continue through Project Substantial Completion (10/7/26) and Final Completion (12/31/2026). The project is funded by Federal and State funds as well as Leavenworth County funds. Contract administration, inspection, material testing, shop drawing review, and material mix design review procedures shall follow FHWA and KDOT requirements and be documented using AASHTOWARE software. Full time Resident Inspection is required for the project. At the completion of the project the Consultant shall submit As-Built plans to Leavenworth County in pdf format.

The Consultant shall perform all field operations in accordance with the accepted safety practices of the Contractor and County. The Consultant shall furnish all equipment required to accomplish the construction engineering services including, but not limited to transportation, supplies, materials, incidentals, laptop computer, and mobile communications. The agreement of services is based on the Contract Documents made available by Leavenworth County, the RFP for Construction Engineering services, and the KDOT 2022 Construction Manual.

2. SCOPE OF CONSTRUCTION ENGINEERING SERVICES

Construction Contract Administration

- a. The Consultant has designated Gabe Pfefferkorn, PE – KDOT CIT No. 2602 to serve as the Project Manager; Bobby Davis – KDOT CIT No. 6147 to serve as the Chief Inspector; and various Pfefferkorn KDOT Certified Inspection Technicians shall serve in secondary inspection and material testing roles for the project. The Project Manager and Chief Inspector will transmit all project documents to the County. The Consultant will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Consultant will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor. However, the Consultant shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the County.
- b. The Consultant shall become familiar with the standard practices of the Specifications, Contract Documents, Plans, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the agreement.
- c. Prior to material incorporation into the construction the Consultant shall perform all necessary shop drawing reviews, material mix reviews, and acceptance tests in accordance with the KDOT Sampling and Testing Frequency Chart for Non-Quality

EXHIBIT A: Scope of Work & Services

Control/Quality Assurance Specifications, latest edition.

- d. Prior to construction commencement the Consultant shall review the plans and construction documents to gain familiarity with scope and schedule of improvements. Consultant shall draft diary and pay documentation booklets for preserving information during the construction phase of the project along with entering documentation in AASHTOWARE software.
- e. The Consultant shall attend a preconstruction conference with the Contractor and County. County staff shall prepare the agenda for the conference, and prepare and distribute minutes to all attendees.
- f. Contractor's Schedules. The Consultant shall review and comment on Contractor's initial progress schedule and any schedule modifications occurring during the construction phase.
- g. Change Orders. The Consultant shall evaluate the quality, cost, and scheduling impacts of pending change orders; draft change order documents utilizing Contractor's submitted information to be considered by the County. Following approval all change order documentation shall be incorporated by the Consultant into the monthly Pay Estimate documentation utilizing AASHTOWARE software and Pay Books.
- h. Quality Control Testing of Construction Materials. The Consultant shall perform or subcontract all testing per KDOT Sampling and Testing Frequency Chart for Non-Quality Control/Quality Assurance Specifications, latest edition. This shall include Hot Mix Asphalt, Aggregates, Portland Cement Concrete including all laboratory and strength testing of samples. The Consultant shall perform a quantity take-off of all required material test quantities for the project based on contract quantities and in compliance with the KDOT Construction Manual, current edition. Material to be submitted to the County for review and approval before construction commencement. This document shall be incorporated into the construction engineering agreement by reference.
- i. Pay Estimates. The Consultant's Chief Inspector shall review and approve monthly or bi-weekly Pay Estimate vouchers submitted by the Contractor for accuracy and current progress condition. Field measurement and computation of pay items shall be jointly completed by the Contractor's Superintendent and the Consultant's Chief Inspector.
- j. Consultant shall provide a Project Manager (Professional Engineer), Chief Inspector, and all required Project Inspectors and Material Testing Technicians to perform the services listed below. CONSULTANT's fee for providing services is included in Exhibit B-1: Work Order Cost Estimate for Specific Rates of Compensation and Other Actual Direct Costs. Fee is based on Contractor performing all work within the published Earliest Notice to Proceed date of July 28, 2025 and the required project Substantial Completion date of October 16, 2026 and Final Completion (Documentation Approval) date of December 31, 2026. If additional Calendar days are required due to the construction schedule, this Agreement may be amended only with full concurrence of the Consultant and the County. Consultant's duties are as follows:
- k. Site Inspection and Material Testing Oversight:

EXHIBIT A: Scope of Work & Services

- i. Consult with and advise the County, and act as the County's on-site representative. Serve as the County's liaison with the Contractor working through the Contractor's superintendent.
- ii. Consult with the County and Contractor, giving opinions and suggestions based on Chief Inspector's site inspections as an experienced and qualified professional.
- iii. Conduct on-site inspections to assist the County in determining if the progress and quality of the executed work of the Contractor is proceeding in accordance with the Contract Documents. Report to the County in a timely manner when any work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made.
- iv. Perform shop drawing review, material mix design reviews, and material preliminary acceptance testing in a timely fashion of the commencement of any work requiring a shop drawing or sample submission.
- v. Monitor changes of apparent integrity of the site. Inspect site conditions when the Contractor maintains that differing site conditions have been encountered, and document actual site conditions. Request the County's Design Consultant visit the site and make recommendations when the Contractor maintains differing site conditions have been encountered.
- vi. Inspect and/or complete all material and laboratory tests of materials, equipment, structures, and all other components incorporated into the project work. Review all the test reports commenting to the County as appropriate.
- vii. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies which do not conform to the Contract Documents with concurrence of the County.
- viii. Review contractor certified weekly payrolls for compliance with Davis-Bacon requirements for the project. Review shall also include required Wage Rate Interviews on a timely basis to remain in compliance with KDOT and Federal requirements.
- ix. Inspect and provide material testers for off-site batch plant inspection at Asphalt and Concrete production plants in accordance with KDOT standard requirements for pay items included in the project.
- x. Issue field orders authorizing minor changes in the work which are consistent with the intent of the Contract Documents, and not involve an adjustment in the contract price or contract time. Field orders shall be documented in writing on forms acceptable to the County.
- xi. Record all project documentation in AASHTOWARE software similar to all current KDOT construction projects.
- xii. Consider and evaluate Contractor's suggestions for modifications to the Contract

EXHIBIT A: Scope of Work & Services

Documents. Consult with the County regarding these matters and issue field modifications as necessary.

- xiii. Perform required SWPPP Inspection and Documentation with the Project Manager serving as the Area Engineer role and the Chief Inspector, or other inspectors serving in the KDOT Inspector role. KDOT Stormwater Certifications for all associated staff shall remain current and active throughout the duration of the project. SWPPP Inspections shall be forwarded to the County Stormwater Compliance Contact. Consultant shall continue SWPPP inspections until the project achieves turf coverage to allow for County to file the KDHE Notice of Termination (NOT).
- xiv. Inspect traffic control devices placed by the Contractor for conformance with the work zone traffic control plan and MUTCD and report any deviations or deficiencies to the Contractor.
- xv. Perform inspection of Contractor in accordance with Davis-Bacon and required Federal Aid duties.
- xvi. Inspect the Contractor's work to determine if construction activities are confined to the approved areas indicated in the approved drawings. Activities of the Contractor deemed to be beyond the limits of the areas indicated on the approved drawings shall be reported to the Contractor and the County for immediate correction.

I. Meetings, Reports, and Maintenance of Documents

- i. Attend progress meetings at the site and other meetings when deemed necessary with the Contractor and/or County to review and discuss construction procedures, progress, scheduling, and other matters concerning the project.
- ii. Document, maintain, record date of receipt, and approve shop drawings, material mixes, and samples.
- iii. Transmit Consultant's clarifications and interpretation of the Contract Documents to the Contractor.
- iv. Author and submit to the County weekly progress reports containing a summary of the Contractor's progress at the site; problems and resolutions or proposed resolutions of problems; observed delays and causes; adverse weather conditions affecting progress and time extensions; data relative to field modifications and change orders; and job site visitors.
- v. Maintain AASHTOWARE software files and orderly paper files for daily correspondence, work record diaries, pay item template computations, shop drawing submissions, change orders, and other project related documents.
- vi. Complete all AASHTOWARE final documentation assignments in accordance with the KDOT requirements in a timely fashion. All final documentation work shall be completed within 30 days of the Substantial Completion date. Consultant shall final out pay items as each becomes complete versus stockpiling finals work until the end of the project. Adequate documentation shall be recorded in AASHTOWARE by the Consultant before pay items are approved in monthly pay vouchers.

EXHIBIT A: Scope of Work & Services

m. Certifications of Substantial and Final Completion

- i. Assist the County in conducting an inspection to determine if the work is substantially complete. Prepare and submit a list to the Contractor of items requiring completion or correction for the project to be considered substantially complete.
- ii. Assist the County in conducting an inspection to determine if the work and all documentation is final complete. Prepare and submit a list to the Contractor of items requiring completion or correction for the project to be considered final complete.
- iii. Confirm to the County that the Contractor has delivered all material certifications, test results, As-built records, and approved construction administration documents for the project.
- iv. Determine if the Contractor has fulfilled all of his contract obligations and recommend, in writing, that final payment can be made to the Contractor.
- v. Deliver to the County the final "As-Built" Plans for the project in pdf format.

n. Limitations of Authority

- i. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor.
- ii. Consultant shall not be responsible for the failure of the Contractor to perform the work in accordance with the Contract Documents. Consultant shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees or any other persons (except for Consultant's own employees and agents) at the site or otherwise performing any of the Contractor's work.
- iii. Consultant shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the County.
- iv. Consultant shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.

Service Not Included in Scope of Work

- o. The services below are specifically excluded from the Scope of Work. If it becomes necessary for the Consultant to provide any of these or other services beyond the scope of services listed above and said services are authorized by the County, they will be performed for an additional fee upon a basis established at such time as the scope of work is defined.
 - i. Construction staking and land surveying services for the project.

Consultant's Expectation of the County

EXHIBIT A: Scope of Work & Services

- p. Make available to the Consultant sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the County to be necessary to enable the Consultant to perform the services under this Agreement for the project.
- q. Designate a primary contact for the County to serve as Project Liaison for the Consultant.

END OF DOCUMENT

*** WORK ORDER**

Cost Estimate for Specific Rates of Compensation and Other Actual Direct Costs

Consultant Firm Name Pfefferkorn Engineering & Environmental KDOT Agreement # _____
 KDOT Project # 52 C-5250-01 Contract # _____
 Work Estimate # 1 County Leavenworth Project Location 235th Street LVCO
 0.74 miles of paving gravel road

*SCOPE OF SERVICES (attach supplemental information):

ESTIMATED COSTS TO COMPLETE SERVICES (Consultant prepares):Labor Rate Factor = 2.544 (See Exhibit B-2)

*Position/Name of Consultant Employee	*Certification Level	*Base Rate of Pay (Hourly)	Loaded Fixed Hourly Rate (Base Rate X Labor Rate Factor (Exh B-2))	X Hours Estimate (20 working/clean-up days, 14 hr per day)	= Labor Subtotal
Gabe Pfefferkorn, PE	Senior Insp.	43	109.39	568	\$62,133.52
Gabe Pfefferkorn, PE -OT	Senior Insp.	64.5	164.09	0	\$0.00
Bobby Davis	Senior Insp.	40	101.76	3182	\$323,800.32
Bobby Davis - OT	Senior Insp.	60	152.64	795	\$121,348.80
Trey Ellis	Tech II	34	86.5	2915	\$252,147.50
Trey Ellis-OT	Tech II	51	129.74	728	\$94,450.72
			0		\$0.00
			0		\$0.00
			0		\$0.00
			0		\$0.00
			0		\$0.00

All Labor Subtotal = \$791,747.34

+ Other Actual Direct Costs Subtotal = \$54,889.10

Total/Upper Limit of Compensation = \$846,636.44

***Actual Direct Costs (Itemized):**

Mileage \$47,389.10
 Proctor Testing \$7,500.00

Subtotal = \$54,889.10

Consultant Representative (furnishing estimate)

By: Gabe Pfefferkorn Date: 6/27/2025
 Name: _____
 (Printed)

KDOT Area Representative

Reviewed & Recommended for Approval

By: _____ Date: _____
 Name: _____

KDOT District Representative

Approving Work Order, Estimate & Upper Limit

By: _____ Date: _____
 Name: _____

CMS # _____

Notes:

*Additional information and supporting documentation to be attached to this Exhibit B-1

+ Consultant shall not begin work until KDOT District Engineer has approved & signed Work Order

+ Consultant to submit current tax clearance certificate (Special Attachment No. 8), to be attached to Work Order

Supplemental Information to Exhibit B-1



Direct Cost Breakdown

Consultant Firm Name: Pfefferkorn Engineering & Environmental, LLC
KDOT Project # 52 C 5250-01 **County:** Leavenworth
Work Estimate # 1

Estimated Mileage

Inspector	Days	Miles	Miles Sub Total		\$ per Mile	Mileage Expense
Gabe Pfefferkorn	54	110	5940	x	0.67	\$3,979.80
Bobby Davis	321	110	35310	x	0.67	\$23,657.70
Trey Ellis	268	110	29480	x	0.67	\$19,751.60
			0	x	0.67	\$0.00
			0	x	0.67	\$0.00
			0	x	0.67	\$0.00
			0	x	0.67	\$0.00
Total:						\$47,389.10

Estimated Lodging

Lodging	Days		\$ Per Day		Lodging Expense
Senior	0	x	110	=	\$0.00
Technician	0	x	110	=	\$0.00
					\$0.00

Equipment and Laboratory Analysis

Tests	Qty		Cost		Total
Laboratory Analysis (Proctor Testing)	10	x	750	=	\$7,500.00
					\$7,500.00

LABOR RATE FACTOR COMPUTATION

(For As-Needed Survey and Construction Inspection)

Annual Period of 1-Jan-23 through 31-Dec-23
Insert the appropriate day, month and year corresponding to firm's fiscal year.

(A) OVERHEAD FACTOR= 2.2715 (1+(Overhead %/100))

(B) *PROFIT FACTOR = 1.12 *(1+(%Profit/100))

*Maximum Profit Factor

10.5% if Overhead % > 200

11% if Overhead % > 170 <= 200

11.5% if Overhead % > 140 <= 170

12% if Overhead % > 110 <= 140

13% if Overhead % <= 110

LABOR RATE FACTOR = (A) * (B) = 2.544

Consultant Firm Name: Pfefferkorn Engineering & Environmental, LLC

Signature & Date: Gabriel Pfefferkorn

Printed Name: Gabe Pfefferkorn

Title: Partner

Updated: 26-Jun-25 09:47 PM

The following list of personnel are available to perform the work on Project: 52 C 5250-01 235th St. Improvements when required.

[illegible]

Certificate of Final Indirect Costs*

This is to certify that I have reviewed this proposal to establish the final indirect cost rate and to the best of my knowledge and belief:

1. All costs included in the proposal dated 12/31/2023 to establish final indirect cost rate of 127.15% for the period of 01/01/2023 to 12/31/2023
(insert indirect (overhead) cost rate) (insert start & end date of applicable fiscal year of Firm)
 are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), Part 31; and
2. This proposal does not include any costs which are expressly unallowable under applicable Federal cost principles of the Federal Acquisition Regulations (FAR) title 48, Code of Federal Regulations (CFR), Part 31.

Firm: Pfefferkorn Engineering & Environmental, LLC

**By: Kate Pfefferkorn-Mansker
Signature

Name: Kate Pfefferkorn-Mansker
Printed Name of Certifying Official

Title: Owner

Email: kate.p@p-e2.com

Date: 05/20/2025

***Note:** the term “Indirect Cost Rate” may also be referred to elsewhere as the “overhead rate”, “overhead multiplier” or the “indirect (overhead) cost rate” or similar alternative expressions.

****Federal regulation 23 CFR 172.11(c)(3)(ii) requires that the certifying official to be an individual executive or financial officer of the firm’s organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate submitted to KDOT.**

For KDOT to complete:

Firm Name: _____

Indirect (Overhead) Cost Rate: _____

Time Period (Firm’s Fiscal Year) Covered by the Indirect (Overhead) Cost Rate: _____



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

CERTIFICATE OF TAX CLEARANCE

Pfefferkorn Engineering & Environmental

ISSUE DATE
04/16/2025

TRANSACTION ID
TRC4-BGYP-MDET

CONFIRMATION NUMBER
CN2G-756R-3KNN

TAX CLEARANCE VALID THROUGH 07/15/2025

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

**Leavenworth County
Request for Board Action**

Date: August 7, 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: Adoption of the attached draft policy regarding requests to vacation right of way.

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



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, I have updated the numbers to reflect the impact of the Motor Vehicle Tax. Previously I used only what the developer provided.

As I stated previously 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, the incentive should not have a net negative impact on the County unless there is some offsetting improvement to the community.

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 \$14,007,000 generating roughly \$667,000 in property tax for the County once the RHID expires. The total cost of the development is estimated at \$26,424,000.00. The estimated revenue from lot sales is \$21,700,000.00. 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. I did not apply any kind of increase in cost of services over the 20-year period. 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 with MV Tax	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	\$22,466	\$39,921	\$10,497
2028	106	265	\$90,169	\$39,635	\$38,843	(\$11,691)
2029	146	365	\$124,195	\$55,134	\$43,198	(\$25,863)
2030	211	528	\$179,487	\$80,048	\$65,544	(\$33,894)
2031	276	690	\$234,779	\$104,965	\$75,750	(\$54,065)
2032	341	853	\$290,072	\$129,882	\$85,956	(\$74,234)
2033	406	1,015	\$345,364	\$154,799	\$96,161	(\$94,403)
2034	406	1,015	\$345,364	\$156,903	\$65,061	(\$123,400)
2035	406	1,015	\$345,364	\$159,050	\$66,362	(\$119,951)
2036	406	1,015	\$345,364	\$161,239	\$67,689	(\$116,435)
2037	406	1,015	\$345,364	\$163,473	\$69,043	(\$112,847)
2038	406	1,015	\$345,364	\$165,750	\$70,424	(\$109,190)
2039	406	1,015	\$345,364	\$168,074	\$71,833	(\$105,457)
2040	406	1,015	\$345,364	\$200,436	\$73,269	(\$71,658)
2041	406	1,015	\$345,364	\$234,054	\$74,735	(\$36,575)
2042	406	1,015	\$345,364	\$268,965	\$76,229	(\$169)
2043	406	1,015	\$345,364	\$305,207	\$77,754	\$37,598
2044	406	1,015	\$345,364	\$342,821	\$79,309	\$76,766
			\$5,114,958	\$2,912,907	\$1,270,455	(\$931,596)

I believe these numbers to be very conservative towards the developers' favor. The total property tax collected per capita is actually \$522. Additionally, the above numbers do not include any type of increase in cost of services over the 20-year period.

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 homes 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 on the County would be at least \$931,596.00 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 \$667,000.00. 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.

When the Deputy County Counselor and I met with the Ad Astra representatives on Thursday they provided some alternative scenarios. While I do not agree with their assumptions I am attaching them for your consideration as well.

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

PROVIDED BY RIVERBEND

COUNTY RHID REVENUE PROJECTIONS - Minimally Revised Projections

Riverbend Heights RHID Project

Year	Households	Population	Total County Cost Per Capita	RHID Revenue to the County	Projected Increased County Sales Tax	Projected Increased MV Tax	Net Direct Impact on the County
2027	61	153	\$ 34,410	\$ 17,916	\$ 39,921	\$ 7,584	\$ 31,011
2028	106	265	\$ 59,795	\$ 29,490	\$ 38,843	\$ 13,178	\$ 21,717
2029	146	365	\$ 82,359	\$ 40,016	\$ 43,198	\$ 18,151	\$ 19,007
2030	211	528	\$ 119,025	\$ 56,849	\$ 65,544	\$ 26,233	\$ 29,600
2031	276	690	\$ 155,692	\$ 73,684	\$ 75,750	\$ 34,314	\$ 28,056
2032	341	853	\$ 192,358	\$ 90,520	\$ 85,956	\$ 42,395	\$ 26,513
2033	406	1015	\$ 229,025	\$ 107,356	\$ 96,161	\$ 50,476	\$ 24,968
2034	406	1015	\$ 229,025	\$ 109,460	\$ 65,061	\$ 50,476	\$ (4,028)
2035	406	1015	\$ 229,025	\$ 111,607	\$ 66,362	\$ 50,476	\$ (580)
2036	406	1015	\$ 229,025	\$ 113,796	\$ 67,689	\$ 50,476	\$ 2,936
2037	406	1015	\$ 229,025	\$ 116,030	\$ 69,043	\$ 50,476	\$ 6,524
2038	406	1015	\$ 229,025	\$ 118,307	\$ 70,424	\$ 50,476	\$ 10,182
2039	406	1015	\$ 229,025	\$ 120,631	\$ 71,833	\$ 50,476	\$ 13,915
2040	406	1015	\$ 229,025	\$ 152,993	\$ 73,269	\$ 50,476	\$ 47,713
2041	406	1015	\$ 229,025	\$ 186,611	\$ 74,735	\$ 50,476	\$ 82,797
2042	406	1015	\$ 229,025	\$ 221,522	\$ 76,229	\$ 50,476	\$ 119,202
2043	406	1015	\$ 229,025	\$ 257,764	\$ 77,754	\$ 50,476	\$ 156,969
2044	406	1015	\$ 229,025	\$ 295,378	\$ 79,309	\$ 50,476	\$ 196,138
Total			\$ 3,391,933	\$ 2,219,923	\$ 1,270,455	\$ 747,566	\$ 846,011

Assumptions	
Cost Per Capita	\$ 225.64
EMS	\$ 52.57
Sheriff	\$ 38.89
County Attorney	\$ 16.21
Court	\$ 1.72
Appraiser	\$ 5.15
Roads	\$ 75.73
Health	\$ 6.08
COA	\$ 29.29
Per Capita Motor Vehicle Tax	\$ 49.73
Construction Material Tax Revenue	\$ 33,374.00
Persons Per Household	2.50
Note: Assumptions per County Administrator unless highlighted.	

PROVIDED BY RIVERBEND

COUNTY RHID REVENUE PROJECTIONS - Revised Projections

Riverbend Heights RHID Project

Year	Households	Population	Total County Cost Per Capita	RHID Revenue to the County	Projected Increased County Sales Tax	Projected Increased MV Tax	Net Direct Impact on the County
2027	61	153	\$ 18,238	\$ 17,916	\$ 39,921	\$ 7,584	\$ 47,183
2028	106	265	\$ 31,693	\$ 29,490	\$ 38,843	\$ 13,178	\$ 49,819
2029	146	365	\$ 43,652	\$ 40,016	\$ 43,198	\$ 18,151	\$ 57,713
2030	211	528	\$ 63,086	\$ 56,849	\$ 65,544	\$ 26,233	\$ 85,539
2031	276	690	\$ 82,521	\$ 73,684	\$ 75,750	\$ 34,314	\$ 101,227
2032	341	853	\$ 101,955	\$ 90,520	\$ 85,956	\$ 42,395	\$ 116,916
2033	406	1015	\$ 121,389	\$ 107,356	\$ 96,161	\$ 50,476	\$ 132,604
2034	406	1015	\$ 121,389	\$ 109,460	\$ 65,061	\$ 50,476	\$ 103,608
2035	406	1015	\$ 121,389	\$ 111,607	\$ 66,362	\$ 50,476	\$ 107,056
2036	406	1015	\$ 121,389	\$ 113,796	\$ 67,689	\$ 50,476	\$ 110,572
2037	406	1015	\$ 121,389	\$ 116,030	\$ 69,043	\$ 50,476	\$ 114,160
2038	406	1015	\$ 121,389	\$ 118,307	\$ 70,424	\$ 50,476	\$ 117,818
2039	406	1015	\$ 121,389	\$ 120,631	\$ 71,833	\$ 50,476	\$ 121,551
2040	406	1015	\$ 121,389	\$ 152,993	\$ 73,269	\$ 50,476	\$ 155,349
2041	406	1015	\$ 121,389	\$ 186,611	\$ 74,735	\$ 50,476	\$ 190,433
2042	406	1015	\$ 121,389	\$ 221,522	\$ 76,229	\$ 50,476	\$ 226,838
2043	406	1015	\$ 121,389	\$ 257,764	\$ 77,754	\$ 50,476	\$ 264,605
2044	406	1015	\$ 121,389	\$ 295,378	\$ 79,309	\$ 50,476	\$ 303,774
Total			\$ 1,797,812	\$ 2,219,923	\$ 1,270,455	\$ 747,566	\$ 2,440,132

Assumptions	
Cost Per Capita	\$ 119.60
EMS	\$ 52.57
Sheriff	\$ -
County Attorney	\$ 16.21
Court	\$ 1.72
Appraiser	\$ 5.15
Roads	\$ 37.87
Health	\$ 6.08
COA	\$ -
Per Capita Motor Vehicle Tax	\$ 49.73
Construction Material Tax Revenue	\$ 33,374.00
Persons Per Household	2.50
Note: Assumptions per County Administrator unless highlighted.	

To: Mark Loughry

From: Jon Khalil

RE: Proposed Riverbend Heights RHID

Date: 8/7/2025

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 Riverbend Heights RHID from the City of Lansing includes an 80%-20% split of the tax revenue over a 20-year period with the developer receiving 80% of the tax revenue in the first 15 years, then the revenue the developer receives begins to decline by 5% each year 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 has a maximum amount of reimbursement set at \$21,892,500
- 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 developments 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
<i>Subtotal</i>	\$ 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.

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 13, 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 13th 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

FAIRLANE PRESENTATION

To: Board of County Commissioners

CC: Mark Loughry, Misty Brown

From: Jon Khalil, Deputy County Counselor

RE: Proposed Fairlane Town Homes Phase II RHID Project

Date: 8/7/2025

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

- At this time there is no development agreement in place, but the City’s governing body expects to enter into a 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.
- As of August 1, 2025 Greenamyre Rentals Inc. is paid in full on ad valorem property taxes according to the Leavenworth County Treasurers Office
- The RHID boundaries and development plan are contiguous
- The time period on this proposed RHID is 20 years with an 80%-20% split which is outside the 15-year presumed adverse effect time period provided for in county policy.
- The maximum reimbursement to the developer under this proposed RHID is \$851,570.
- Sufficient data was provided to county staff to adequately review the proposal and was provided in a timely manner

RHID overlaps with other economic incentives, thus creating an inherently incompatible public financing support arrangement

- This project includes funding from a Moderate-Income Housing (“MIH”) grant in the amount of \$450,000
- The developer has no current tax incentives but does have a Neighborhood Revitalization Area (“NRA”) request in process for different property in its portfolio.
- The “NRA” application is dated March 10, 2025 and is for improvements being done at 511 S. 5th Street Leavenworth, KS 66048. The estimated cost of the improvements is \$400,000, according to the application which would result in a 9-year rebate on the value of the improvements added to the property.

Economic Analysis, Evaluation Criteria and Risk Assessment:

That the shortage of housing is expected to persist due to the financial infeasibility of the development or other circumstances that require public funding 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.

- There is however, less development in the City of Lansing when compared to other parts of Leavenworth County.

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

- The proposed RHID does not broaden and diversify
- 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 the 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 is for a lot that is currently zoned for multi-family residential development and there is already multi-family residential development in the area

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

- The proposed development is within the City of Lansing so it is not subject to the Leavenworth County Comprehensive Plan

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

Fairlane Townhomes Phase II	
Item	Budget Amount
Land Acquisition Cost	\$ 27,190
Infrastructure Cost	\$ 765,000
Construction Cost	\$ 2,950,000
Const. Orig. Fee	\$ 20,000
Contingency	\$ 150,000
Engineering Architectural	\$ 125,000
Development Fee	\$ 21,000
Appraisal	\$ 7,500
R.E. Tax During Construction	\$ 7,200
Insurance (Included in Construction Bid)	\$ 21,000
Construction Interest	\$ 170,675
Total Project Cost	\$ 4,264,565
MIH Net Revenue	\$ 450,000
Total Cost Less MIH	\$ 3,814,565
Financed Amount	\$ 3,051,652
Equity	\$ 762,913

Developer Qualifications and Experience:

- The developer has provided the county with a list of building permits that include 14 different building permits and a certificate of occupancy from the City of Lansing and a certificate of occupancy from the City of Leavenworth
- The developer is current on payment of ad valorem taxes and special assessments

Total Cost of the Project:

- \$4,264,565

Total Number of Units Developed

- 21 units consisting primarily of 5 triplex buildings (15 units) and 3 duplexes (6 units) which will include 19 2-bedroom/ 1.5-bathroom units, and 2 1-bedroom/1-bathroom units
- As ultimately determined by the developer consistent with City of Lansing's RHID Policy

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

- According to the Return-on-Investment Analysis submitted by Greenamyre the monthly rent for the 2-bedroom/1.5-bathroom units is projected to be \$1,375.00 and monthly rent for the 1-bedroom/ 1 bathroom unit is \$900.00

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

- The proposed RHID does not redevelop an existing neighborhood but it is a new development on a plot of land that is currently undeveloped within the City of Lansing and is surrounded by developed properties.
- The project does not address existing urban decay, the project is on a plot of undeveloped land within the City of Lansing.
- There is no indication that this proposed development would have an effect on crime rates in the area or that would encourage other 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 Fairland Townhomes Phase 2 RHID on August 7, 2025.

TO: Leavenworth County Board of Commissioners
FROM: Greenamyre Rentals, Inc.
SUBJECT: Fairlane Town Homes Phase II RHID Project
DATE: July 1, 2025

Commissioners:

On behalf of Greenamyre Rentals, Inc. concerning the Fairlane Town Homes Phase II residential project and reinvestment housing incentive district (RHID) request in Lansing, Kansas. On June 17, 2025, the city adopted Resolution No. B-6-2025 calling for a public hearing on the adopting of a RHID development plan and the establishment of an RHID. The public hearing will be held on August 7, 2025.

This letter includes the 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

Fairlane Town Homes Phase II Reinvestment Housing Incentive District is a project consisting of the development of approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units). The project will include nineteen (19) 2-bedroom/1.5-bath units of 1,100 square feet that will be rented for approximately \$1,375 per month, and two (2) 1-bed/1-bath units of 600 square feet that will be rented for approximately \$900 per month (rental rates will be determined as units are completed, the amounts listed are the current lease rates of the existing phase one units).

The project is being developed by Greenamyre Rentals, Inc. Greenamyre is a residential rental developer based in Leavenworth, Kansas. The development of Fairlane Town Homes Phase II (Fairlane) will take approximately 24 months. Greenamyre has a long history of developing and owning rental units in Lansing. Since 2017, Greenamyre has been the only developer of market rate rental units in Lansing.

Despite an urgent need for more housing, the project faces significant barriers and challenges that threaten its viability without public assistance. The primary challenge is the 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 \$825,000, which is about 20% of the total cost of the project. 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, the developer is requesting the formation of a 20-year, 80% RHID. If approved, the RHID will (1) help offset a portion of the infrastructure investment required to deliver the housing supply the city desperately needs and (2) allow the developer to keep prices at attainable levels and within reach of Lansing's working families. Without the RHID, to justify the construction risk and make the project financially feasible, rent prices would have to be increased – making rent too costly for the target market.

The RHID is not just beneficial, but essential to add new rental housing in Lansing. Despite the City's persistent housing need, very little housing has been delivered over the last decade.¹ This is not because of a lack of demand, but rather due to the high costs of land preparation, infrastructure, and financing that makes such projects nearly impossible without public support. Without targeted assistance, this project and residential rental projects like it will continue to fail to be profitable, perpetuating the City's housing shortage and continuing to push its workforce and future growth to neighboring communities.

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.

II. Minimum Data Requirements Under County's RHID Policy

- A. **The legal description and map required by K.S.A. 12-5244(a), and amendments thereto.**

See Exhibit A.

- B. **The existing assessed valuation of the real estate in the proposed district, listing the land and improvement values separately.**

See Exhibit A.

- C. **A list of the names and addresses of the owners of record of all real estate parcels within the proposed district.**

See 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.**

See 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.**

See 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.**

See 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 as Exhibit C, which demonstrates the Project is not economically feasible without the establishment of an RHID.

Rental apartment projects are often economically unfeasible in many parts of Kansas due to a combination of high construction costs, limited rental income potential, and financing challenges. In smaller cities and rural areas, the market rents are typically too low to justify the high upfront investment required for new apartment developments. Developers face steep construction and land acquisition costs, and with current high interest rates, the debt service on loans often exceeds the expected rental income, creating a financing gap

Additionally, apartment projects require significantly more equity than for-sale developments making them less attractive to investors. These economic constraints, coupled with limited access to low-cost financing, make it difficult for rental apartment projects to be financially viable in most Kansas communities.

In Lansing housing incentives like the Reinvestment Housing Incentive District (RHID) are essential to making new residential development economically feasible due to the high costs of infrastructure and construction and relatively modest market returns. Without incentives, these costs would be too burdensome for developers to absorb, especially in a market where rents may not generate sufficient returns to cover such investments.

RHID allows the city to capture the incremental increase in property taxes generated by the new development and use that revenue to reimburse eligible expenses over time. This financial mechanism reduces the upfront risk for developers and makes it possible to build much-needed housing in a community that would otherwise struggle to attract private investment.

Specifically, the analysis demonstrates that:

- The proposed RHID is for 20 years with an 80% split to the developer and a 20% split to the taxing jurisdictions. By statute the state school fund collects 20 Mills of tax revenue. The 80% is calculated after the 20 Mills are captured. After the reduction and including the existing tax amount (\$3,777) which are retained by the taxing jurisdictions, the Developers reimbursement is approximately 64% of the future real estate taxes.

- Without the support of an RHID, the project is projected to operate at a negative cash flow of \$63,926 in its first stabilized year (Year 4), representing an operating margin of -8.38%. While the RHID improves the financial outlook, the project still operates at a negative cash flow of \$23,207 in Year 4, with a margin of -3.04%, indicating that it remains financially unfeasible in the near term. However, the RHID significantly accelerates the path to sustainability: without it, the project does not reach cash flow neutrality until Year 17, whereas with the RHID, neutrality is achieved by approximately Year 8. This demonstrates the critical role of the RHID in narrowing the financial gap and enhancing the long-term viability of the Fairlane Townhome development.
- Although Fairlane is not economically feasible on its own due to high construction costs, modest rental income projections, Greenamyre is moving forward with it because of strategic advantages that offset these challenges. Greenamyre already owns, operates, and manages other rental units nearby, which allows for shared operational resources such as maintenance staff, leasing teams, and management infrastructure. This consolidation reduces per-unit operating costs and improves overall efficiency. Additionally, Greenamyre has strong relationships with its lender Commerce Bank and a solid balance sheet, which enables them to secure favorable financing terms and absorb short-term losses. These factors make the project more palatable despite its standalone financial shortcomings, as it contributes to Greenamyre's long-term portfolio strategy and local presence.
- Limiting the RHID term to 15 years recommended by the County's policy, rather than the 20-years requested, places the developer at a significant disadvantage. Due to the time required for construction and the lag in property valuations—combined with the fact that property taxes are paid in arrears—a 15-year RHID effectively functions as an 11- to 12-year incentive. This shortened timeframe does not align with the project's financial realities, particularly given that it is not expected to generate a return for the first seven or eight years. A 20-year RHID term is both reasonable and equitable: it provides the developer with a realistic opportunity to recover costs while still ensuring long-term tax revenue benefits for the County and other taxing jurisdictions.

Therefore, this request aligns with the intent of the RHID statute—to support housing 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.**

See 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.**

The 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.**

The developer has no current tax incentives but does have a Neighborhood Revitalization Area request in process. See county confirmation letter of no current tax incentives and NRA application in Exhibit E.

- 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.**

See Exhibit F.

III. Benefits to County

See Exhibit D. Approving the RHID not only enables a critically needed housing project to move forward—it also delivers 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 costs, the remaining 20% will continue to flow to the taxing jurisdictions, including the County.

Currently the vacant land where the project will be built pays approximately \$3,777 in real estate taxes per year. The County receives approximately one-third of this amount. With the project, the County will continue to receive the current amount and with the 80/20 split will receive an additional amount of about \$3,500 per year. With a modest growth rate the County should expect around \$70,000 in additional income from the project for the term of the RHID.

New rental housing in Lansing, holds significant intrinsic value for the community, especially in light of the city's housing study, which highlights a substantial unmet demand for quality rental options. For years, very little rental development has occurred, in fact, the rental housing development that has occurred has been developed by Greenamyre. This has left a gap in the housing market that affects workforce retention, economic growth, and community vitality. New rental units would provide much-needed options for young professionals, families, and seniors who may not be ready or able to purchase a home. This type of housing supports local employers by helping attract and retain workers, contributes to a more diverse and resilient housing stock, and enhances the overall livability of the city. By addressing this critical shortage, Lansing can foster a more inclusive and

economically vibrant community.

Of course, none of this occurs without the RHID as the Project is not financially feasible. Without the RHID, the Property will remain undeveloped, the County will forgo the potential future revenue, and a much-needed housing solution for Lansing will not come to fruition. RHID is not just a catalyst—it's a prerequisite for the Fairlane Townhome Project

EXHIBIT A

Resolution No. B-6-2025

(Published in the *Leavenworth Times* on the ____ day of _____, 2025)

Resolution No. B-6-2025

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 (FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) to designate Reinvestment housing incentive districts (“RHID”) 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;

WHEREAS, Resolution No. B-10-2024 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 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 August 12, 2024, 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 Fairlane Town Homes Phase II 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 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 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 Eligible Costs and 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; and

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.

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 establish the District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached herein, and shown on the map depicting the existing parcels of land attached herein 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 improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares 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 **August 7, 2025** at the 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.

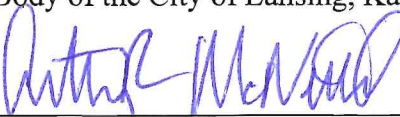
Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

- 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.
- B. This Resolution, specifically including *Exhibits A* thru *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. The Resolution, including *Exhibits A* thru *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.

ADOPTED by the Governing Body of the City of Lansing, Kansas on this 17th day of June 2025.



Anthony R. McNeill, Mayor

ATTEST:



Tish Sims, City Clerk



EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED RHID BOUNDARIES FOR THE
FAIRLANE TOWN HOMES PHASE II RHID**

Legal Description:

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence Southwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

EXHIBIT B
MAP OF PROPOSED
FAIRLANE TOWN HOMES PHASE II REVINVESTMENT HOUSING INCENTIVE
DISTRICT

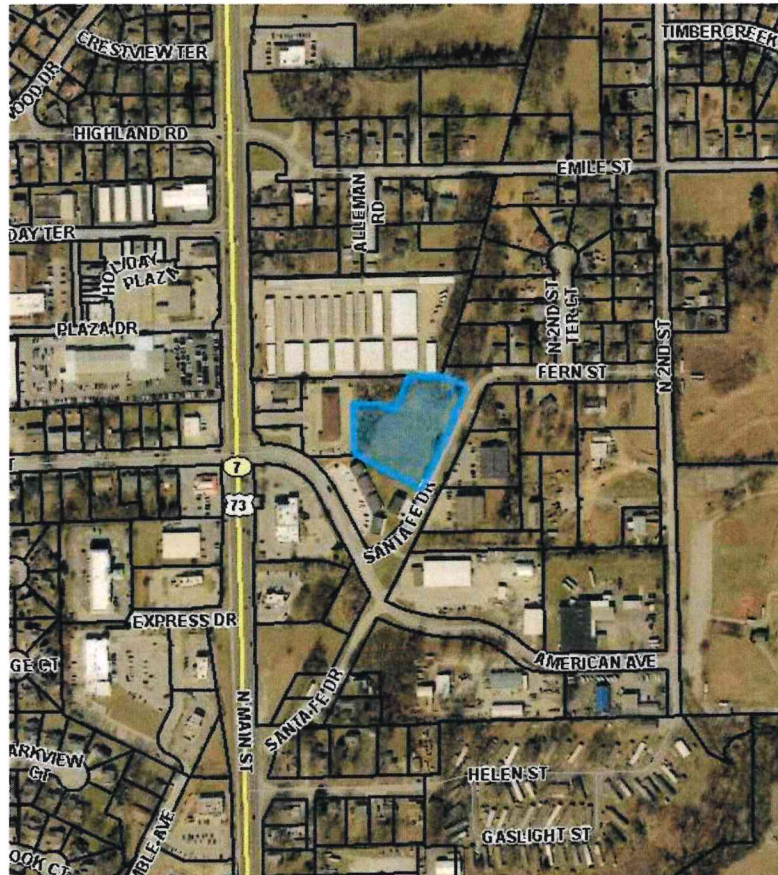
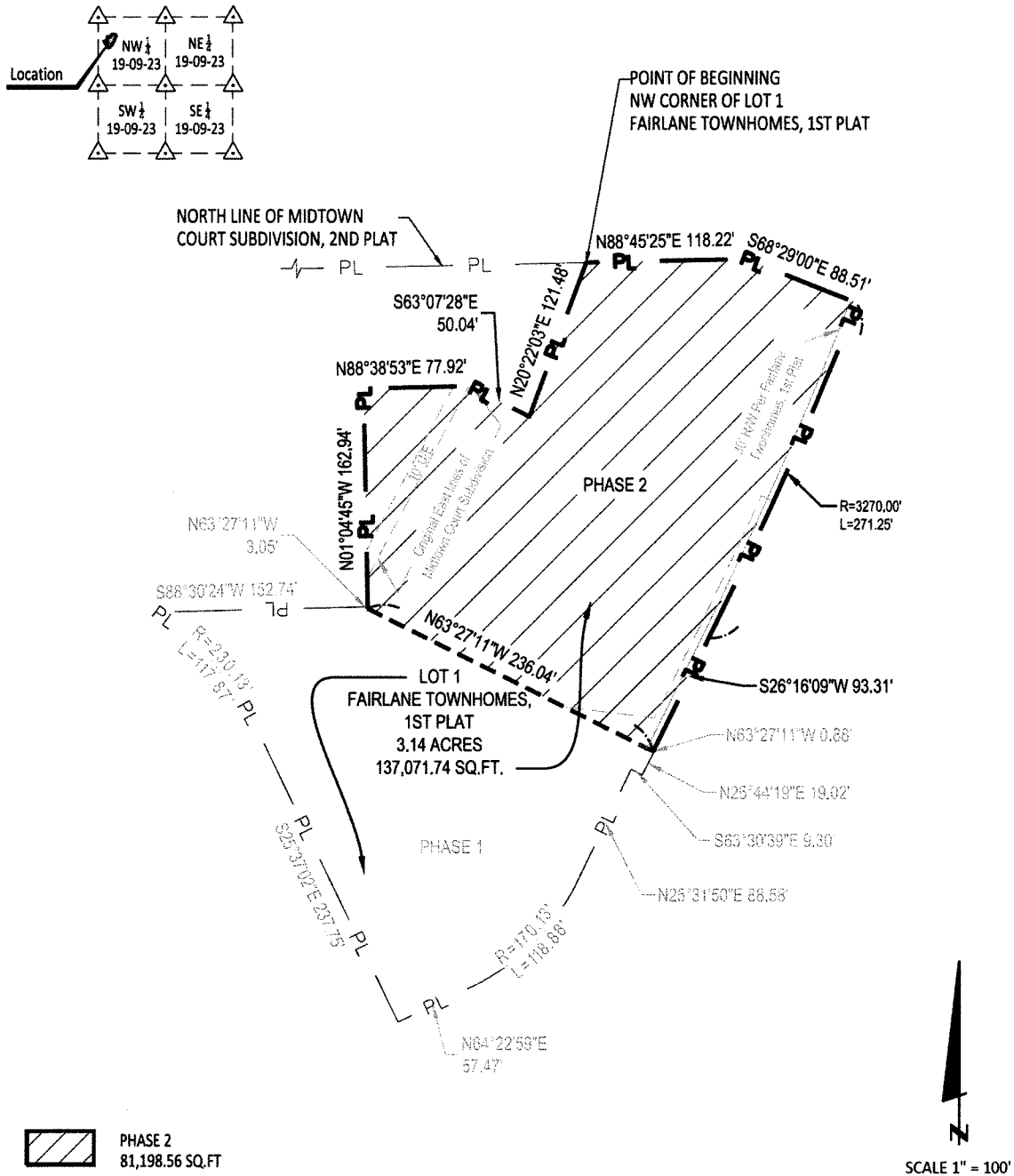


ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

EXHIBIT A FAIRLANE TOWNHOMES, 1ST PLAT - PHASE 2

SHEET NO.
2
of
2

EXHIBIT C

NAME AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED FAIRLANE TOWN HOMES PHASE II 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:	Greenamyre Rentals, Inc. 2500 S. 2 nd Street Leavenworth, KS 66048
Developer:	Greenamyre Rentals, Inc. 2500 S. 2 nd Street Leavenworth, KS 66048
Individuals with specific interest	Greenamyre Rentals, Inc. 2500 S. 2 nd Street Leavenworth, KS 66048
Existing Assessed Valuation of the District	Land: \$27,141.00 Improvements: \$0.00

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RHID

The housing and public facility project will include the construction and extension of certain infrastructure and utility improvements needed to develop a townhome project within the District, which is currently anticipated to include approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units), which will include nineteen (19) 2-bedroom/1.5-bath units and two (2) 1-bed/1-bath units, as ultimately determined by developer consistent with the City of Lansing's RHID Policy.

ELIGIBLE COSTS. Developer is largely not seeking reimbursement of traditional infrastructure expenses as they are already constructed, but is seeking reimbursement for the vertical construction per K.S.A. 12-5249(a)(12), which allows for eligible costs to include:

(12) renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if:

(A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or

(B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto.

Developer and City agree that such construction costs are eligible pursuant to K.S.A. 12-5249(a)(12)(A) as the infrastructure, including streets, sewer, water and utilities, has been existence for at least 10 years.

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 Greenamyre Rentals, Inc., the developer. This agreement, as supplemented and amended, will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Lansing, Kansas.

Feasibility Study

The Developer 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 and other Eligible Costs to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the Development, less existing property taxes and certain unavailable property tax revenues to determine the revenue stream available to support the costs of the public infrastructure and other Eligible Costs. 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 Feasibility Analysis

Fairlane Townhomes Phase II Reinvestment Housing Incentive District Feasibility Study

	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
Existing Land	\$ 27,141	11.5%	0.139158	1	\$ 3,777
Total Current					\$ 3,777

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots	Total Value
Per Unit	\$ 10,000	\$ 180,000	11.5%	0.119158	\$ 2,604	21	\$ 54,676

Grand Total Less Incentive Percent	\$ 54,676
Tax Increment	\$ 50,899
20 Year Reimbursement Model Total, 2% Growth	\$ 1,064,463
Total Tax Less State Mils/Local Schools	\$ 54,676
Total Captured Mill Levy	0.119158

RHID Split after 20 Mill State School Funding	
Developer	80%
City	6.67%
County	6.67%
Local School District	6.67%

Total RE Taxes \$ 63,853

Total Mills 0.139158
Less State School 20 Mills 0.119158

EXHIBIT C

Return on Investment Analysis

Fairlane Townhomes Phase II

Item	Budget Amount
Land Acquisition Cost	\$ 27,190
Infrastructure Cost	\$ 765,000
Construction Cost	\$ 2,950,000
Const. Orig. Fee	\$ 20,000
Contingency	\$ 150,000
Engineering Architectural	\$ 125,000
Development Fee	\$ 21,000
Appraisal	\$ 7,500
R.E. Tax During Construction	\$ 7,200
Insurance (Included in Construction Bid)	\$ 21,000
Construction Interest	\$ 170,675
Total Project Cost	\$ 4,264,565
MIH Net Revenue	\$ 450,000
Total Cost Less MIH	\$ 3,814,565
Financed Amount	\$ 3,051,652
Equity	\$ 762,913

Fairlane Townhomes Phase II Lease Information

	Bed Rooms	Baths	Leasable Sqft	Price/ft	Annual Lease Revenue	Monthly Lease Revenue
1	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
2	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
3	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
4	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
5	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
6	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
7	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
8	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
9	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
10	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
11	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
12	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
13	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
14	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
15	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
16	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
17	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
18	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
19	2	1.5	1110	\$ 1.24	\$ 16,500.00	\$ 1,375.00
20	1	1	600	\$ 1.50	\$ 10,800.00	\$ 900.00
21	1	1	600	\$ 1.50	\$ 10,800.00	\$ 900.00
22,290					\$ 335,100.00	\$ 27,925.00
Monthly Lease Revenue					\$ 27,925.00	
Total Annual Lease Revenue					\$ 335,100.00	
Total Leasable Square Feet					22,290.00	

Return on Investment without RHID

Property Pro-Forma (20 YR)

Farilane Townhomes Phase II

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035
20 Units	Year Start	Year Ending	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035
Income Inflation				2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expense Inflation				2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Revenue			Per Unit									
Base Rental Revenue		\$0	\$ -	\$ -	\$ 335,100	\$ 341,802	\$ 348,638	\$ 355,611	\$ 362,723	\$ 369,977	\$ 377,377	\$ 384,925
General Vacancy	5.00% of Base Rev.	\$0	\$ -	\$ -	\$ (16,755)	\$ (17,090)	\$ (17,432)	\$ (17,781)	\$ (18,136)	\$ (18,499)	\$ (18,869)	\$ (19,246)
Developer RHID Income		\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Effective Gross Revenue		\$0	\$ -	\$ -	\$ 318,345	\$ 324,712	\$ 331,206	\$ 337,830	\$ 344,587	\$ 351,479	\$ 358,508	\$ 365,678
Expenses												
RE Taxes		\$345	\$ 6,896	\$ 6,896	\$ 6,896	\$ 63,853	\$ 65,130	\$ 66,433	\$ 67,761	\$ 69,117	\$ 70,499	\$ 71,909
Operating Expenses		\$0	\$ -	\$ -	\$ 42,221	\$ 43,065	\$ 43,927	\$ 44,805	\$ 45,701	\$ 46,615	\$ 47,548	\$ 48,499
Total Operating Expenses	#DIV/0! of EGR	\$345	\$ 6,896	\$ 6,896	\$ 49,117	\$ 106,918	\$ 109,057	\$ 111,238	\$ 113,463	\$ 115,732	\$ 118,047	\$ 120,408
Net Operating Income	-0.17% Entry Cap	-\$345	\$ (6,896)	\$ (6,896)	\$ 269,228	\$ 217,793	\$ 222,149	\$ 226,592	\$ 231,124	\$ 235,747	\$ 240,462	\$ 245,271
Annual Debt Service			\$ 52,067	\$ 156,202	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719
Cash Flow Before Tax			\$ (58,963)	\$ (163,098)	\$ (12,491)	\$ (63,926)	\$ (59,570)	\$ (55,127)	\$ (50,595)	\$ (45,972)	\$ (41,258)	\$ (36,448)
Return on Equity	\$ 762,913	Equity -7.70% Avg.	-7.73%	-21.38%	-1.64%	-8.38%	-7.81%	-7.23%	-6.63%	-6.03%	-5.41%	-4.78%
Return on Investment	\$ 4,264,565	Investment -1.38% Avg.	-1.38%	-3.82%	-0.29%	-1.50%	-1.40%	-1.29%	-1.19%	-1.08%	-0.97%	-0.85%
Debt Service Coverage Ratio			(0.13)	(0.04)	0.96	0.77	0.79	0.80	0.82	0.84	0.85	0.87

STANDARD LOAN	
Loan Amount	\$ 3,051,652
Interest Rate	6.90%
Loan Term	5 Years
Amortization	20 Years
Interest Only	0 Months
Monthly Payment	\$23,476.60
Annual Payment	\$ 281,719.14
Ending Loan Balance	

Farilane Townhomes Phase II

Farilane Townhomes Phase II

Return on Investment with RHID

Property Pro-Forma (20 YR)

Farilane Townhomes Phase II

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
			1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035	
20 Units	Year Start	Year Ending	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	
Income Inflation				2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Expense Inflation				2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Revenue			Per Unit										
Base Rental Revenue		\$0	\$ -	\$ -	\$ 335,100	\$ 341,802	\$ 348,638	\$ 355,611	\$ 362,723	\$ 369,977	\$ 377,377	\$ 384,925	
General Vacancy		5.00% of Base Rev.	\$0	\$ -	\$ -	\$ (16,755)	\$ (17,090)	\$ (17,432)	\$ (17,781)	\$ (18,136)	\$ (18,499)	\$ (18,869)	\$ (19,246)
Developer RHID Income		\$0	\$ -	\$ -	\$ 27,597	\$ 40,719	\$ 41,594	\$ 42,486	\$ 43,396	\$ 44,325	\$ 45,272	\$ 46,237	
Effective Gross Revenue		\$0	\$ -	\$ -	\$ 345,942	\$ 365,431	\$ 372,800	\$ 380,316	\$ 387,983	\$ 395,804	\$ 403,780	\$ 411,915	
Expenses													
RE Taxes		\$345	\$ 6,896	\$ 6,896	\$ 6,896	\$ 63,853	\$ 65,130	\$ 66,433	\$ 67,761	\$ 69,117	\$ 70,499	\$ 71,909	
Operating Expenses		\$0	\$ -	\$ -	\$ 42,221	\$ 43,065	\$ 43,927	\$ 44,805	\$ 45,701	\$ 46,615	\$ 47,548	\$ 48,499	
Total Operating Expenses		#DIV/0! of EGR	\$345	\$ 6,896	\$ 6,896	\$ 49,117	\$ 106,918	\$ 109,057	\$ 111,238	\$ 113,463	\$ 115,732	\$ 118,047	\$ 120,408
Net Operating Income		-0.17% Entry Cap	-\$345	\$ (6,896)	\$ (6,896)	\$ 296,825	\$ 258,512	\$ 263,743	\$ 269,078	\$ 274,520	\$ 280,072	\$ 285,734	\$ 291,508
Annual Debt Service			\$ 52,067	\$ 156,202	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	
Cash Flow Before Tax			\$ (58,963)	\$ (163,098)	\$ 15,106	\$ (23,207)	\$ (17,976)	\$ (12,641)	\$ (7,199)	\$ (1,647)	\$ 4,014	\$ 9,789	
Return on Equity	\$ 762,913	Equity	-3.35% Avg.	-7.73%	-21.38%	1.98%	-3.04%	-2.36%	-1.66%	-0.94%	-0.22%	0.53%	1.28%
Return on Investment	\$ 4,264,565	Investment	-0.60% Avg.	-1.38%	-3.82%	0.35%	-0.54%	-0.42%	-0.30%	-0.17%	-0.04%	0.09%	0.23%
Debt Service Coverage Ratio			(0.13)	(0.04)	1.05	0.92	0.94	0.96	0.97	0.99	1.01	1.03	

STANDARD LOAN	
Loan Amount	\$ 3,051,652
Interest Rate	6.90%
Loan Term	5 Years
Amortization	20 Years
Interest Only	0 Months
Monthly Payment	\$23,476.60
Annual Payment	\$ 281,719.14
Ending Loan Balance	

Farilane Townhomes Phase II

[illegible]

EXHIBIT D

County Benefits - RHID

Fairlane Townhomes Phase II

YEAR	RHID YEAR	BASE RE TAX	RHID TOTAL REAL ESTATE TAX	REAL ESTATE TAX INCREMENT	DEVELOPER PORTION OF INCREMENT - 80%	CITY PORTION OF INCREMENT	COUNTY PORTION OF INCREMENT	LOCAL USD PORTION OF INCREMENT	TOTAL RHID
1	2025	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2026	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	2027	\$ 3,777	\$ 38,273	\$ 34,496	\$ 27,597	\$ 2,300	\$ 2,300	\$ 2,300	\$ 34,496
4	2028	\$ 3,777	\$ 54,676	\$ 50,899	\$ 40,719	\$ 3,393	\$ 3,393	\$ 3,393	\$ 85,395
5	2029	\$ 3,777	\$ 55,769	\$ 51,992	\$ 41,594	\$ 3,466	\$ 3,466	\$ 3,466	\$ 137,387
6	2030	\$ 3,777	\$ 56,885	\$ 53,108	\$ 42,486	\$ 3,540	\$ 3,540	\$ 3,540	\$ 190,495
7	2031	\$ 3,777	\$ 58,022	\$ 54,245	\$ 43,396	\$ 3,616	\$ 3,616	\$ 3,616	\$ 244,740
8	2032	\$ 3,777	\$ 59,183	\$ 55,406	\$ 44,325	\$ 3,693	\$ 3,693	\$ 3,693	\$ 300,146
9	2033	\$ 3,777	\$ 60,366	\$ 56,590	\$ 45,272	\$ 3,772	\$ 3,772	\$ 3,772	\$ 356,736
10	2034	\$ 3,777	\$ 61,574	\$ 57,797	\$ 46,237	\$ 3,853	\$ 3,853	\$ 3,853	\$ 414,533
11	2035	\$ 3,777	\$ 62,805	\$ 59,028	\$ 47,223	\$ 3,935	\$ 3,935	\$ 3,935	\$ 473,561
12	2036	\$ 3,777	\$ 64,061	\$ 60,284	\$ 48,228	\$ 4,019	\$ 4,019	\$ 4,019	\$ 533,845
13	2037	\$ 3,777	\$ 65,342	\$ 61,566	\$ 49,253	\$ 4,104	\$ 4,104	\$ 4,104	\$ 595,411
14	2038	\$ 3,777	\$ 66,649	\$ 62,872	\$ 50,298	\$ 4,191	\$ 4,191	\$ 4,191	\$ 658,283
15	2039	\$ 3,777	\$ 67,982	\$ 64,205	\$ 51,364	\$ 4,280	\$ 4,280	\$ 4,280	\$ 722,489
16	2040	\$ 3,777	\$ 69,342	\$ 65,565	\$ 52,452	\$ 4,371	\$ 4,371	\$ 4,371	\$ 788,054
17	2041	\$ 3,777	\$ 70,729	\$ 66,952	\$ 53,562	\$ 4,463	\$ 4,463	\$ 4,463	\$ 855,006
18	2042	\$ 3,777	\$ 72,143	\$ 68,367	\$ 54,693	\$ 4,557	\$ 4,557	\$ 4,557	\$ 923,372
19	2043	\$ 3,777	\$ 73,586	\$ 69,809	\$ 55,848	\$ 4,653	\$ 4,653	\$ 4,653	\$ 993,182
20	2044	\$ 3,777	\$ 75,058	\$ 71,281	\$ 57,025	\$ 4,752	\$ 4,752	\$ 4,752	\$ 1,064,463
	TOTALS			\$ 1,064,463	\$ 851,570	\$ 70,957	\$ 70,957	\$ 70,957	
	NET PRESENT VALUE			8.00% \$449,663.82	\$359,731.06	\$29,974.59	\$29,974.59	\$29,974.59	

Bond Proceeds (NPV of Revenue Divided by DSCR)

Notes:

The projected appraised value is assumed to increase at the following percent every year:

2.0%

NET PRESENT VALUE

8.0%

Percentage of Completion Assessed:

2025	0.00%
2026	0.00%
2027	70.00%
2028	100.00%

EXHIBIT E

Current and Future Tax Incentives

Current Tax Incentives

Jeremy Greenamyre

From: Tavano, Tammy <TTavano@leavenworthcounty.gov>
Sent: Thursday, June 26, 2025 9:57 AM
To: Jeremy Greenamyre
Subject: RE: Current abatements?

Fran has looked and doesn't see anything else.

From: Jeremy Greenamyre <jeremy@greenamyre.com>
Sent: Thursday, June 26, 2025 8:27 AM
To: Tavano, Tammy <TTavano@leavenworthcounty.gov>
Subject: RE: Current abatements?

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.

Yes. This is a request being made of my by your BOCC. I just want to make sure I'm not missing anything.

From: Tavano, Tammy <TTavano@leavenworthcounty.gov>
Sent: Thursday, June 26, 2025 8:15 AM
To: Jeremy Greenamyre <jeremy@greenamyre.com>
Subject: RE: Current abatements?

Are you referring to Neighborhood Revitalization?

From: Jeremy Greenamyre <jeremy@greenamyre.com>
Sent: Wednesday, June 25, 2025 3:33 PM
To: treasmal <treasurer@leavenworthcounty.gov>
Subject: Current abatements?

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.

Will you please let me know if Greenamyre Rentals, Inc. has any *current* property tax abatements?



Jeremy Greenamyre, CCIM, CPM | Vice President

2500 S. 2nd St. Leavenworth, KS 66048

Direct: (913) 828-4440

E-mail: jeremy@greenamyre.com

Website: greenamyre.com



Future Tax Incentives



March 12, 2025

Caleb Gordon, County Treasurer
Leavenworth County Courthouse
300 Walnut Street
Leavenworth, Kansas 66048

RE: City of Leavenworth Neighborhood Revitalization Area Program

Enclosed please find an application for the Neighborhood Revitalization Area tax rebate program for the project at 511 S 5th Street, Leavenworth, Kansas.

The application appears to be complete and in order, so please post for processing when the project is complete. If you have any questions, please let me know.

Sincerely,

Penny Holler
Assistant City Manager
Penny.Holler@firstcity.org

cc: Bob Weber, County Appraiser
Fran Keppler, County Clerk

PROPERTY TAX REBATE PROGRAM

INSTRUCTIONS

Application for participation in the property tax rebate program as authorized by the Neighborhood Revitalization Area Plan, City of Leavenworth, Kansas.

Introduction: The City of Leavenworth has designated Northeast Leavenworth as a Neighborhood Revitalization Area for the purpose of encouraging reinvestment in this distressed area through a tax rebate incentive. Persons making improvements on properties, or constructing new buildings are generally eligible for a rebate of the taxes which normally would be added to the property according to the value added by the improvements. IF INTERESTED, PLEASE FILL OUT AND FILE THE ATTACHED APPLICATION FORM WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY HALL, 100 N. FIFTH ST., LEAVENWORTH, KANSAS.

The application has been designed to be as easy to fill out as possible and there are no approvals beyond the initial review which is conducted to assure a completely filled out, eligible application. The only eligibility criteria are: to be inside the neighborhood boundaries, to file a completed application, to attach a building permit and to attach a copy of last year's paid property tax receipt!

The application form:

- 1) Please enter your name, mailing address and day-time phone number on the spaces provided.
- 2) Your Social Security Number, or for businesses, your Federal Employer Identification Number is necessary, but will be held in confidence.
- 3) Please enter the address, legal description and CAMA Number for the specific property involved with the improvements (as listed on your property tax receipt).
- 4) Your improvement plan may involve demolition, rehabilitation, restoration and/or new construction. Your description may be as simple or as detailed as you desire. You may attach additional documents to support your application (site plan, building elevation plan, construction specifications, or additional narrative description beyond the space provided on the application) but such description will NOT be used by staff to evaluate eligibility.
- 5) The estimated cost of improvements will be used to determine if the tax rebate will exceed the \$10 minimum processing fee the county will collect at the time of tax collection and to provide the three participating taxing jurisdictions with a calculation regarding the value of the program. The actual rebate you receive will be based upon the value added to the improvements as calculated by the county appraiser.

- 6) **FOR RENTAL PROPERTIES ONLY:** If improvements are being made to existing rental properties, will the tenant families remain in the unit or will the units be vacated (lawfully) prior to rehabilitation or repair? If the property is owner-occupied, ignore this section.
- 7) You will not be held to your proposed time table, nor will your project be subject to inspection from other than the local building inspection office. As with the estimated cost, this information will be used to determine the impact of the program.
- 8) **PLEASE DO NOT MARK ON PAGE 3.** The city and county staffs will fill-in this page.

HOW THE REBATE WORKS: After you submit the application and the two attachments (building permit and last year's property tax receipt), you may initiate your improvements at any time. When complete, notify the County Appraiser and she will dispatch an appraiser to determine the new value of your property. This will be assigned to the tax rolls on January 2 of the next tax year. Taxes are then levied by the school district, city and county governments and tax statements are sent out in November. **YOU MUST PAY THE ENTIRE PROPERTY TAX.** By law, the county treasurer must issue you a rebate check based on the value of the improvements you have added to your property within 30 days. You will receive this rebate for five to ten years, depending on your investment (see chart below). During this time, your property may be reassessed and tax mill levies are subject to change so the percentage of the value of the increase is being used to help further off-set some of these possible increases. At the end of the rebate period, you will not receive a rebate and you will be responsible for payment of the taxes as before.

<u>Valuation Increase</u>	<u>Rebate Term</u>
\$1.00 to \$99,999.00	Five Years
\$100,000.00 to \$199,999.00	Six Years
\$200,000.00 to \$299,999.00	Seven Years
\$300,000.00 to \$399,999.00	Eight Years
\$400,000.00 to \$499,999.00	Nine Years
\$500,000.00 or more or ANY property listed on the National Register of Historic Places	Ten Years

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE CITY WITHIN 30 DAYS OF OBTAINING A BUILDING PERMIT, AND PRIOR TO BEGINNING WORK

NEIGHBORHOOD REVITALIZATION APPLICATION

1. Name: GREENAMYRE RENTALS, INC.
Address: 2500 S. 2ND ST., LEAVENWORTH, KS 66048
Phone #: (913) 828-4440
2. SSN or EIN: 48-0734504
3. Address of proposed project: 511 S. 5TH ST., LEAVENWORTH, KS 66048

Legal description (attach if metes and bounds):

CLARK & REES ADDITION , BLOCK 23 , Lot 9 - 10

CAMA#: 052-077-36-0-20-12-009.00-0

4. Existing property description:

TWO-STORY, 9300 SQ. FT. OFFICE BUILDING

Demolition Plan (if proposed):

DEMO BASEMENT (4650 SQ. FT.) AND PART OF FIRST FLOOR (3000 SQ. FT.).

Proposed improvement description:

BASEMENT: RETROFIT WITH SEVEN APARTMENTS. FIRST FLOOR: RETROFIT WITH THREE APARTMENTS (2000 SQ FT.) AND ONE COMMERCIAL SPACE (1000 SQ. FT.)

5. Estimated cost of improvements: **\$400,000**

6. Names and status of tenant families or occupants:

N/A. AFFECTED SPACE IS VACANT.

7. Initial estimate of time frame for completion: END OF YEAR 2025

Attachments:

Most recent paid tax statement

Building permit

NOTE: You must notify the County Appraiser upon completion of the improvements and you must pay your taxes in full in order to receive a rebate of taxable value of the improvements.

I have read the instructions and understand that the rebate will be made if and only after I have paid, in full, the property taxes associated with these improvements

Dated this 10th day of March, 2025

Jeremy Greenamyre

Property Owner

NEIGHBORHOOD REVITALIZATION APPLICATION

8. TO BE COMPLETED BY CITY STAFF:

Date application received: 3-10-25

Eligible target area property: Yes NR (10 yr): _____ Other: Estimated 9 years

Determination of estimated cost of improvements and initial calculation of value added to the appraisal value: \$400,000

Other pertinent facts: Building permit included

I certify that the above information is true and correct to the best of my knowledge.

Penny J Holler
~~Taylor Tedder~~ Penny Holler
Assistant City Manager

9. TO BE COMPLETED BY COUNTY STAFF:

Appraised value prior to the start of improvements, as of January 2, 20 ____ \$ _____

Date of completion and reappraisal by County Assessor: _____

Amount of new appraisal: _____

Calculation of % of value added by the improvements: _____ % (to be used annually)

Calculation of actual rebate (95%) based upon taxes generated by improvements:

Date of receipt of proof of tax payment: _____

Date rebate check sent: _____

County Treasurer

County Appraiser

EXHIBIT F

Building Permits and Certificates of Occupancy

Project Name	City	Address	Unit Type	Permit
Ida & Gamble Town Homes	Lansing	206 Carriage Crossing	Single family	Attached
Ida & Gamble Town Homes	Lansing	205 Gamble Ave.	Duplex	Attached
Ida & Gamble Town Homes	Lansing	209 Gamble Ave.	Duplex	Attached
Ida & Gamble Town Homes	Lansing	213 Gamble Ave.	Tri-plex	Attached
Fairlane Town Homes	Lansing	91 Fairlane St.	MF - 14 units	Attached
Fawn Valley South	Lansing	305 Reagan Dr.	Duplex	Attached
Fawn Valley South	Lansing	319 Reagan Dr.	Duplex	No, but CO attached.
Fawn Valley South	Lansing	412 Reagan Dr.	Duplex	Attached
Fawn Valley South	Lansing	416 Reagan Dr.	Duplex	Attached
Fawn Valley South	Lansing	420 Reagan Dr.	Duplex	Attached
Fawn Valley South	Lansing	421 Reagan Dr.	Duplex	Attached
Filliman Dental - New Build	Lansing	670 S. Main St.	Commercial	Attached
5th & Walnut adaptive reuse	Leavenworth	511 S. 5th St.	Mixed - 10 res / 3 com	Attached
Spec home	Leavenworth	2109 Vilas St.	Single family	No, but CO attached.

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Single-Family Building

Issued To: DEVELOPMENT INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 206 CARRIAGE CROSSING

Phone: 913-651-9717

Lansing, KS 66043

Roofing Reg. #:

Parcel #: 106-24-0-10-07-074.10-0

887

Permit Number

- 06/27/2020

Permit Validity Dates

Rebecca Savidge

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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REMOVAL OF PERMIT, EXCEPT BY CITY INSPECTOR, WILL BE PUNISHABLE BY LAW.

FOR INSPECTIONS PLEASE CALL 913-727-2400 (24 HOURS NOTICE REQUIRED)
730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 205 A/B GAMBLE ST

Phone: 913-651-9717

Lansing, KS 66043

Roofing Reg. #:

Parcel #: 106-24-0-10-07-074.11-0

202

Permit Number

- 06/29/2018

Permit Validity Dates

Rebecca Savidge

Building Official

Building Official's Signature

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City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 209 A/B GAMBLE ST

Phone: 913-651-9717

Lansing, KS 66043

Roofing Reg. #:

Parcel #: 106-24-0-10-07-074.12-0

201
Permit Number
- 06/29/2018
Permit Validity Dates

Rebecca Savidge
Building Official
Building Official's Signature

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City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: MCCANN PLUMBING & HEATING, INC

Address: 213 GAMBLE AVE

Phone: 913-727-6225

Lansing, KS 66043

Roofing Reg. #:

Parcel #: 106-24-0-10-07-082.00-0

904

Permit Number

- 06/28/2020

Permit Validity Dates

Rebecca Savidge

Building Official

Building Official's Signature

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City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 00000 FAIRLANE

Phone: 913-651-9717

LANSING, KS 66043

Roofing Reg. #:

Parcel #: 052-094-19-0-20-03-021.00-0

2076

Permit Number

10/14/2022 - 11/01/2022

Permit Validity Dates

Matthew R. Schmitz

Building Official

Building Official's Signature

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730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 305/307 REAGAN DR

Phone: 913-651-9717

Lansing, KS 66043

Roofing Reg. #:

Parcel #: 099-30-0-20-07-079.00-0

1272

Permit Number

01/06/2021 - 06/29/2021

Permit Validity Dates

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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730 1ST TERRACE SUITE 2, LANSING, KS 66043

CERTIFICATE OF OCCUPANCY

CITY OF LANSING, KANSAS DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

This Certificate is issued pursuant to the requirements of Chapter 1, Section R 110.3, of the International Residential Code, by the International Code Council, 2006 Edition, certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction and use, for the following compliance:

PERMIT NUMBER: 1246
MAX. OCCUPANCY LOAD: N/A

BUILDING ADDRESS: 319/321 REAGAN DR

USE CLASSIFICATION: DUPLEX - MULTI-FAMILY ZONING: R-3 MIXED-DENSITY NEIGHBORHOOD DISTRICT

GROUP: R-3 TYPE OF CONSTRUCTION: V-N FIRE DISTRICT: Leavenworth County Fire District #1

LEGAL DESCRIPTION: FAWN VALLEY SOUTH, S30, T09, R23E, BLOCK 2, Lot 5 LOT: 5 SUBDIVISION: FAWN VALLEY SOUTH



BUILDING OFFICIAL

DATE: 12/01/2020

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 412/414 REAGAN DR

Phone: 913-651-9717

LANSING, KS 66043

Roofing Reg. #:

Parcel #: 099-30-0-00-00-037.00-0

1717

Permit Number

11/10/2021 - 05/10/2022

Permit Validity Dates

Matthew R. Schmitz

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 416/418 REAGAN DR

Phone: 913-651-9717

LANSING, KS 66043

Roofing Reg. #:

Parcel #: 099-30-0-00-00-036.00-0

1716

Permit Number

11/10/2021 - 07/10/2022

Permit Validity Dates

Matthew R. Schmitz

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

****NO INDIVIDUAL OWNER, BUYER OR RENTER SHALL OCCUPY THE PREMISES BEING CONSTRUCTED UNTIL A FINAL INSPECTION HAS BEEN PERFORMED AND AN OCCUPANCY PERMIT HAS BEEN ISSUED. FAILURE TO COMPLY WILL RESULT IN THE AGENT OR OWNER BEING IN VIOLATION OF THE ZONING ORDINANCE, AND SUBJECT TO THE PROVISIONS OF THE ORDINANCE, INCLUDING FINES UP TO \$500.00 PER DAY.****

REMOVAL OF PERMIT, EXCEPT BY CITY INSPECTOR, WILL BE PUNISHABLE BY LAW.

FOR INSPECTIONS PLEASE CALL 913-727-2400 (24 HOURS NOTICE REQUIRED)
730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 420/422 REAGAN DR

Phone: 913-651-9717

LANSING, KS 66043

Roofing Reg. #:

Parcel #: 099-30-0-00-00-035.00-0

1715

Permit Number

11/10/2021 - 05/10/2022

Permit Validity Dates

Matthew R. Schmitz

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Multi-Family Building

Issued To: GREENAMYRE RENTALS INC

Contractor: GREENAMYRE RENTALS, INC.

Address: 421/423 REAGAN DR

Phone: 913-651-9717

LANSING, KS 66043

Roofing Reg. #:

Parcel #: 099-30-0-00-00-034.00-0

1707

Permit Number

11/10/2021 - 05/10/2022

Permit Validity Dates

Matthew R. Schmitz

Building Official

Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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FOR INSPECTIONS PLEASE CALL 913-727-2400 (24 HOURS NOTICE REQUIRED)
730 1ST TERRACE SUITE 2, LANSING, KS 66043

City of Lansing - Community and Economic Development Department

730 1st Terrace, Suite 2
Lansing, KS 66043

Office Main Line: (913) 727-2400

PERMIT TYPE: New Commercial Building

Issued To: GREENAMYRE RENTALS INC

Contractor: SANDS CONSTRUCTION COMPANY

Address: 670 1ST TER., LANSING, KS 66043

Phone: 913-306-4015

LANSING, KANSAS 66043

Roofing Reg. #: na

Parcel #: 052-099-30-0-20-05-004.02-0

2604

Permit Number

Dan Stade

Building Official

01/20/2023 - 07/11/2023

Permit Validity Dates



Building Official's Signature

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. A VISIBLE ADDRESS MUST BE DISPLAYED ON THE LOT/STRUCTURE FOR EMERGENCY RESPONSE PERSONNEL. NO INSPECTIONS WILL BE PERFORMED AT ANY SITE UNTIL SUCH ADDRESSING IS IN PLACE.

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FOR INSPECTIONS PLEASE CALL 913-727-2400 (24 HOURS NOTICE REQUIRED)
730 1ST TERRACE SUITE 2, LANSING, KS 66043



City of Leavenworth

100 N. 5th St.
Leavenworth, KS 66048
(913)684-0378

Building Permit

Application Number 16372

Date 03/06/2025

Permit Type COMMERCIAL RENOVATION

PARCEL NUMBER

0773602012009000

STREET ADDRESS

511 SOUTH 5TH STREET

ZONE CODE

OBD

JURISDICTION

LEAVENWORTH

OWNER INFORMATION

NAME: GREENAMYRE RENTALS INC
ADDRESS: 2500 S 2ND ST
LEAVENWORTH, KS 66048-4542
PHONE: 913-651 -9717

APPLICANT INFORMATION

NAME: GREENAMYRE RENTALS, INC
ADDRESS: 2500 S 2ND ST
PHONE: 913-651 -9717

CONTRACTOR INFORMATION

NAME: GREENAMYRE RENTALS, INC
ADDRESS: 2500 S 2ND ST
PHONE: 913-651 -9717

LICENSE NUMBER:
LICENSE EXP. DATE:
INSURANCE EXP. DATE:

BUILDING INFORMATION

PROPOSED USE:
CONSTRUCTION TYPE:
NUMBER OF STORIES:
ESTIMATED COST OF CONSTRUCTION: \$400,000.00

HEATED SQ. FT:
UNHEATED SQ. FT:
GARAGE SQ. FT:
NUMBER OF STORIES

PROJECT DESCRIPTION

COMMERCIAL RENOVATION

SCOPE OF WORK

CONVERT BASEMENT TO 7 STUDIO APARTMENTS
CONVERT MAIN FLOOR TO 4 APARTMENTS

PERMIT DETAILS:

ONLINE PAYMENT
AN AUTOMATIC FIRE SPRINKLER SYSTEM REQUIRED THROUGHOUT THE R OCCUPANCY PORTIONS OF THE STRUCTURE
ALL UNITS ALSO REQUIRE CODE COMPLIANT SMOKE DETECTORS

I, the undersigned, hereby agree to comply with all applicable laws regulating the work. I have also received a copy of this document and understand that it is my responsibility to inform this office of any change of contractor by completing and submitting a change of contractor form if necessary. Separate permits are required for electrical, plumbing, heating, ventilating or air conditioning. It is the responsibility of the owner/applicant to identify and abide by all easements, covenants and other regulations related to land use that may be affected by the construction work for which this permit is issued.

ANY PERMIT ISSUED EXPIRES 180 DAYS AFTER ISSUANCE IF NO WORK HAS COMMENCED.

ANY PERMIT ISSUED SHALL EXPIRE 180 DAYS AFTER ISSUANCE IF THE WORK IS DISCONTINUED FOR 180 DAYS.

Signature of Owner/Contractor

Signature of Approving Official

ORIGINAL COPY

Permit Number

18881

Total Fees

\$3,127.00



Certificate of Occupancy

The City of Leavenworth, Kansas

Application Number:

14992

Parcel ID: 1020303002014000

Location: 2109 VILAS STREET
LEAVENWORTH, KS 66048

Owner: GREENAMYRE RENTALS, INC
DALE MORRISON
2500 S 2ND ST
LEAVENWORTH, KS 66048

Construction - Occupancy: V-B - RESIDENTIAL

Zone: R19 - Med Density SFR

Building Use Code: R-3 - RESIDENTIAL-SF/DPLX/OTHER

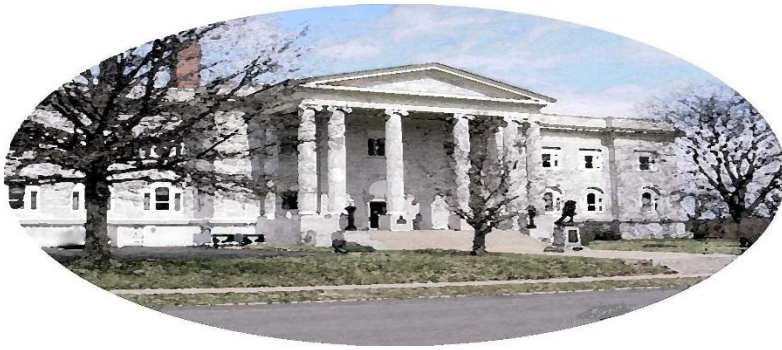
Comments:

This is to certify that the work performed for NEW SINGLE FAMILY DWELLING, under Building permit number 14992 on a structure located at 2109 VILAS STREET has been inspected and complies with all Local Ordinances and Regulations.

City Official

Date

BUDGET DOCUMENTS



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, please find attached an example of what a Revenue Neutral Budget for 2026 might look like. As I mentioned given the short notice, I had to use some rough numbers versus getting into every detail. I was able to work with a few departments on their specific cuts. The following bullet points will detail what I did to get to RNR.

- Road & Bridge cut \$775,865.00
 - This would require a reduction of 17 miles of chip and seal maintenance and one mile of paved dust abatement.
- Health Department cut \$100,000
 - As there is no other place to cut this would require the elimination of a position. The only position they have more than one of would be at the nurse's level. This would result in a reduction in available appointments. We are also still unsure of how the Title X policy may impact funding, which would necessitate the elimination also.
- Employee Benefits no cut
 - The employee benefit fund is 99% mandatory expenditures, the only way to cut these expenses is through increased premiums to the employees which the BOCC has already established the limit.
- Council on Aging requires and \$85,000 cut, cutting \$80,000
 - This would require the elimination of a full-time position.
- Economic Development cut \$3,400
- Board of Commissioners cut \$30,000
 - Removing the litigation contingency would cover the required cuts, but that is variable from year to year
- Clerk's Office no cut
 - There is nothing left to cut that would equal the \$8,000 needed. Eliminating a position would be the only way and that would be way over the amount needed.
- Treasurer's Office cut \$16,000
 - The Treasurer's Office would have to eliminate a position to make the \$16,000 cut. Given the cost of the Driver's License service that isn't County related, I chose that position. This would also assist the Motor Vehicle Fund in making budget.
- Register of Deeds no cut

- The only way for the ROD to cut the required \$8,000 would be the elimination of a position. Given the small number of staff this would not be feasible.
- Emergency Medical Services no cut
 - To make this type of cut it would require the elimination of multiple staff. The only way to accomplish that would be the elimination of one of the ambulances. The impact of eliminating one of the current ambulance areas would be approximately \$800,000. This does not seem reasonable.
- Planning cut \$84,000
 - The cut necessary for PZ would be approximately \$17,000. The only way to make that cut would be through a staff position elimination. The cost of a position would be \$84,000. This would require the removal of nuisance codes enforcement.
- Sheriff cut \$428,000
 - To cut the necessary amount from the Sheriff's office would require the elimination of 6 positions.
- County Counselor no cut
 - The only way to make a \$25,000 cut in the Counselor's office would be the elimination of a position. Given the limited staff already that does not seem feasible.
- County Attorney cut \$126,000
 - Cutting the necessary amount from the County Attorney's budget would require the elimination of a position.
- Courthouse General cut \$100,000
 - This budget covers insurance, fuel for the General Fund, audit, some legal fees, bank fees and some contractual services. Cutting \$100,000 is fully dependent upon fuel usage and property insurance renewals.
- Information Systems no cut
 - To reduce the I.S. budget would require the removal of a position. They are already at minimum staffing levels.
- District Court cut \$9,000
 - This budget is solely for services and supplies and historically comes in under budget. However, this is controlled by Courts so it could experience an uncontrolled increase in the future.
- Human Resources no cut
 - The only way to cut Human Resources would be to eliminate a position. They are already at minimum staffing levels.
- Building Maintenance all Buildings cut \$200,000
 - This cut would impact some scheduled maintenance projects like flooring replacement and painting as well as the amount we are setting aside for the courthouse repairs.
- Appraiser no cut
 - The appraiser's office would have to eliminate a position. We have already cut a position for this year's budget, and I believe they are at the minimum staffing level.
- GIS no cut

- The only way to cut in GIS would be the elimination of a position. They are already at minimum staffing levels.
- Election no cut
 - This budget is primarily wages for election workers. I would not be comfortable making any cuts here.
- Noxious Weed cut 20,000
 - This would require the elimination of their summer help position. This person assists with chemical sales.
- Administration no cut
 - A cut here would require the elimination of a position. We have already eliminated a position for the 2026 budget.
- Emergency Management no cut
 - The only way to cut Emergency Management would be the elimination of a position. We already eliminated a position for 2026 leaving no additional room for cuts.
- Outside agencies cut \$62,000
 - After all other budgets in the General Fund have been reduced, we are still \$65,000 short of RNR. That requires cutting the Outside Agency funds by approximately 15%.
 - Fair Building cut \$7,500
 - Riverside Resources cut \$9,000
 - Extension cut \$39,755
 - Conservation cut \$3,750
 - Alliance Against Family Violence cut \$4,500
 - Sparrow Clinic cut \$750

NOTICE OF BUDGET HEARING

The governing body of Leavenworth County will meet on at at for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
FUND	Expenditures	Actual Tax Rate*	Expenditures Actual Tax Rate* Budget Authority for Expenditures Amount of 2025 Ad Valorem Tax Proposed Estimated Tax Rate*
General	34,724,207	21.488	37,752,277 21.945 37,765,672 24,592,621 21.017
Debt Service	1,987,758		2,001,440 2,001,665
Road & Bridge	13,147,773	9.820	14,588,001 10.811 14,730,600 11,874,033 10.148
Health	1,511,611	0.491	1,568,918 0.444 1,452,949 407,484 0.348
Employee Benefits	10,501,897	0.555	11,566,500 1.256 12,733,000 1,904,273 1.627
Economic Development	330,818	0.307	85,658 0.046 82,258 68,172 0.058
Council on Aging	3,647,032	2.780	4,082,178 2.779 4,225,660 2,374,147 2.029
Juvenile Detention	504,260	0.338	430,231 0.282 505,814 474,344 0.405
Solid Waste	2,373,832		2,413,205 2,480,306
ROD Tech	132,460		169,211 197,920
Clerk Tech	26,719		31,000 25,000
Treasurer Tech	1,460		20,000 20,000
Special Alcohol	45,500		50,000 60,000
Special Parks & Rec			45,000 50,000
911 Taxes	635,855		747,600 778,444
20 Year Sales Tax (171)	2,811,814		8,432,991 8,001,665
Opioid Settlement	76,009		148,154 149,939
Non-Budgeted Funds-A	3,743,597		
Non-Budgeted Funds-B	6,357,232		
Totals	82,559,834	35.779	84,132,364 37.563 85,260,892 41,695,074 35.632
Less: Transfers	18,577,372		18,619,962
Net Expenditure	63,982,462		66,640,930
Total Tax Levied	38,128,159		41,702,084
Assessed Valuation	1,065,588,682		1,170,102,884
			Revenue Neutral Rate ** 35.636

Outstanding Indebtedness,	2023	2024	2025
January 1,			
G.O. Bonds	25,260,000	23,885,000	21,785,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	173,586	0	0
Total	25,433,586	23,885,000	21,785,000

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of

Leavenworth County

will meet on August 20, 2025 at 9:00 AM at Leavenworth County Commission Room, 300 Walnut for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate.

Detailed budget information is available at Leavenworth County Commission Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget Year for 2026		
FUND	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	34,724,207	21.488	37,752,277	21.945	38,843,672	25,670,621	21.939
Debt Service	1,987,758		2,001,440		2,001,665		
Road & Bridge	13,147,773	9.820	14,588,001	10.811	15,506,465	12,649,898	10.811
Health	1,511,611	0.491	1,568,918	0.444	1,552,949	507,484	0.434
Employee Benefits	10,501,897	0.555	11,566,500	1.256	12,733,000	1,904,273	1.627
Economic Development	330,818	0.307	85,658	0.046	85,658	71,572	0.061
Council on Aging	3,647,032	2.780	4,082,178	2.779	4,305,660	2,454,147	2.097
Juvenile Detention	504,260	0.338	430,231	0.282	505,814	474,344	0.405
Solid Waste	2,373,832		2,413,205		2,480,306		
ROD Tech	132,460		169,211		197,920		
Clerk Tech	26,719		31,000		25,000		
Treasurer Tech	1,460		20,000		20,000		
Special Alcohol	45,500		50,000		60,000		
Special Parks & Rec			45,000		50,000		
911 Taxes	635,855		747,600		778,444		
20 Year Sales Tax (171)	2,811,814		8,432,991		8,001,665		
Opioid Settlement	76,009		148,154		149,939		
Non-Budgeted Funds-A	3,743,597						
Non-Budgeted Funds-B	6,357,232						
Totals	82,559,834	35.779	84,132,364	37.563	87,298,157	43,732,339	37.374
<i>Revenue Neutral Rate **</i>							<i>35.636</i>
Less: Transfers	18,577,372		16,155,599		18,619,962		
Net Expenditure	63,982,462		67,976,765		68,678,195		
Total Tax Levied	38,128,159		41,702,084		xxxxxxxxxxxxxxxxxxx		
Assessed Valuation	1,065,588,682		1,110,139,967		1,170,102,884		

Outstanding Indebtedness,

January 1,

G.O. Bonds

Revenue Bonds

Other

Lease Pur. Princ.

Total

2023

2023
25,260,000

0

$$\frac{0}{0}$$

586

25,433,586

2024

2024
23,885,000

0

$$\frac{0}{0}$$

0

23,885,000

2025

2025

21,785,000

0

0

21,785,000

*Tax rates are expressed in mills

****Revenue Neutral Rate as defined by KSA 79-2988**

Leavenworth County

Leavenworth County

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	xxxxxxxxxxxxxxxx
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	xxxxxxxxxxxxxxxx
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	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 R			
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

CPA Summary
