

We encourage everyone to view the meeting live via YouTube.

Leavenworth County
Board of County Commissioners
Amended Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
September 3, 2025
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be not expectation of interaction by the Commission during this time. Everyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comment will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
 - a) Suicide Prevention Month Proclamation
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of the meeting of August 27, 2025
- b) Approval of the schedule for the week of September 8, 2025
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Board Order 2025-11, transferring funds from the Register of Deeds tech fund to the BOCC equipment fund in the amount of \$92,000.00.
- b) **Case DEV-25-074, a rezoning request from RR-5 to RR-2.5**
 - Consider a motion that the rezoning request complies with the Golden Factors and move to adopt Resolution 2025-30 and approve the rezoning as outlined in Case DEV-25-074 based on the recommendation of the Planning Commission and the findings as set forth in the staff report.
 - Consider a motion that the rezoning request does not comply with the Golden Factors (list factors) and move to deny Resolution 2025-30 and deny the rezoning as outlined in Case DEV-25-074.
 - Consider a motion that the rezoning request complies with the Golden Factors based on the findings as set forth in the staff report and as adopted by the amended Planning Commission recommendation and adopt Resolution 2025-30 and approve the rezoning as outlined in Case DEV-25-074 with the following revisions (list revisions).
 - Consider a motion to remand Case DEV-25-074 back to the Planning Commission for additional review due to (state the reason(s) the BOCC cannot approve or disapprove the matter).
- c) **Fairlane Town Homes Phase II RHID project**
 - Consider a motion that the proposed reinvestment housing incentive district has an adverse effect on Leavenworth County and move to adopt Resolution 2025-31 to nullify the creation of the RHID.

- Consider a motion that the proposed reinvestment housing incentive district does not have an adverse effect on Leavenworth County and move to allow the creation of the Fairlane Townhomes Phase II as proposed.
- The Board may also take no action which will allow the creation of the RHID.

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

- a) Wolf Creek Battery Project presentation
- b) Executive session if needed

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, September 1, 2025 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF LABOR DAY

Tuesday, September 2, 2025

Wednesday, September 3, 2025

- 9:00 a.m. Leavenworth County Commission meeting
 • Commission Meeting Room, 300 Walnut, Leavenworth KS
- 5:00 p.m. Combined Arms Center Community Social
 • Frontier Conference Center, 350 Biddle Blvd., Ft. Leavenworth, KS

Thursday, September 4, 2025

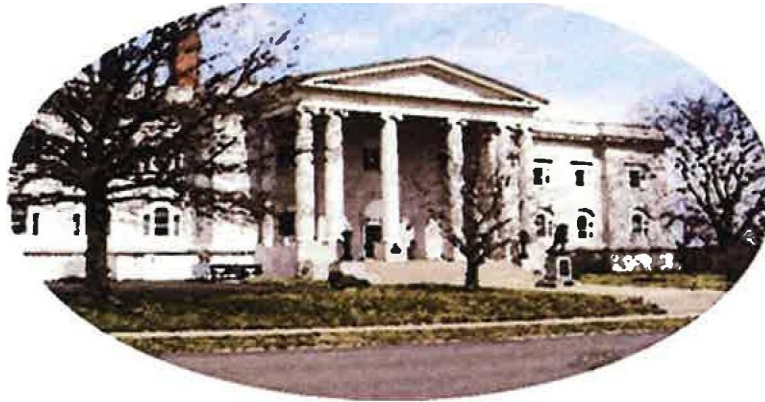
Friday, September 5, 2025

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

County of Leavenworth, Kansas



Proclamation

WHEREAS, September was first declared as National Suicide Prevention Awareness Month in 2008. In the years since then, September has been a time to acknowledge those affected by suicide, raise awareness, and connect individuals with suicide ideation to treatment and support services as needed and

WHEREAS, according to the CDC, each year more than 41,000 individuals die by suicide leaving behind family, friends, colleagues and community members to navigate the traumatic impacts of their loss and

WHEREAS, researchers found that between 2008 and 2018, the suicide rate among young adults nationwide more than doubled. Youth suicide is a preventable public health concern and requires a public behavioral health approach to prevention efforts.

WHEREAS, suicide is the second leading cause of death among people age 15-24 in the U.S. Nearly 20% of high school students report serious thoughts of suicide and 9% have made an attempt to take their lives, according to the National Alliance on Mental Illness.

WHEREAS, mental illness often goes untreated in rural parts of the country and suicide rates among agriculture producers tend to be higher. Senator Roger Marshall supported the passage of the Farm and Ranch Stress Assistance Network in the 2018 Farm Bill to continue to discuss what can be done to improve connections to mental health resources in the ag communities declaring the week of September 18-22 to focus on the mental health needs of Kansas farmers and ranchers.

WHEREAS, according to the National Veterans Suicide Prevention Annual report in 2020, suicide was the 13th leading cause of death among Veterans overall, and it was the second leading cause of death amount veterans under the age of 45.

WHEREAS, the County of Leavenworth supports suicide prevention awareness as an important social movement to help people with mental health disabilities understand that they are not alone in their experience. Raising suicide prevention awareness can help create understanding, create access to resources, promote awareness, and it is essential to intervening and potentially saving lives.

NOW, THEREFORE, I Mike Smith, Chairperson for the Leavenworth County Commission, hereby proclaim and recognize the month of September as:

National Suicide Prevention Awareness Month

And encourage all people to join us in increasing our knowledge and providing support to those in need to save lives not just in September, but every day.

IN WITNESS WHEREOF, I set my hand and have affixed the seal of Leavenworth County, Kansas this 3rd day of September, 2025.

Mike Smith, Chairperson

*****August 27, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, August 27, 2025. Commissioner Culbertson; Commissioner Reid, Commissioner Smith, Commissioner Dove and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor;

PUBLIC COMMENT:

Joe Herring commented.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben suggested the county form a government efficiency committee.

Commissioner Smith reminded the Board the County Administrator's evaluation is due Friday.

It was the consensus of the Board to add the government efficiency committee to a future agenda.

Commissioner Reid requested an executive session to discuss the evaluation tool used for the County Administrator.

Commissioner Reid indicated she was fine with adding it to a future agenda.

Commissioner Stieben expressed appreciation to the County Administrator for putting together a revenue neutral budget on short notice.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to accept the consent agenda for Wednesday, August 27, 2025 as presented.

Motion passed, 5-0.

Misty Brown presented the right-of-way vacation policy.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to adopt a policy with amended language in subsection E under three.

Motion passed, 5-0.

Lisa Haack presented a quarterly report for LCDC and LCPA.

The Board reviewed proclamations for September.

A motion was made by Commissioner Stieben and seconded by Commissioner Smith to support the September proclamations.

Motion passed, 5-0.

A motion was made by Commissioner Reid and seconded by Commissioner Dove that the Board recess for a closed executive meeting to consult with our attorneys and discuss confidential matters related to contract negotiations and the legal interest of the County which would be deemed privileged in the attorney-client relationship as permitted under the Kansas

Open Meetings Act and that Board resume open meeting at 10:47 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Mike Smith, Jeff Culbertson, Vanessa Reid, Willie Dove, Mike Stieben, County Administrator Mark Loughry, County Counselor Misty Brown and Deputy County Counselor, Jon Khalil.

Motion passed, 5-0.

The Board has returned to regular session at 10:47 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to direct staff to extend the contract with Fort Leavenworth for 30 days and then pay one million dollars a year for the continuation of ambulance services as a prerequisite for continuing with the contract.

Motion passed, 4-1 Commissioner Reid voting nay.

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

Motion passed, 5-0.

The Board adjourned at 10:48 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, September 8, 2025

Tuesday, September 9, 2025

Wednesday, September 10, 2025

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

Thursday, September 11, 2025

12:00 p.m. LCDC meeting

Friday, September 12, 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: 08/22/2025 END DATE: 08/28/2025

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
586		08/22/2025	276	WEX BANK			
			134643	5-001-5-11-253	CO ATTY	64.48	
			134640	5-001-5-14-331	EMS	7,551.99	
			134642	5-001-5-14-332	SHERIFF AND EOC	5,513.57	
			134642	5-001-5-14-332	SHERIFF AND EOC	77.21	
			134641	5-001-5-14-334	APPRAISERS	410.78	
			134646	5-001-5-21-200	HEALTH	15.62	
			134646	5-108-5-00-304	HEALTH	21.58	
			134770	5-125-5-00-211	JULY COMM CORR	103.99	
			134647	5-133-5-00-304	RD AND BRIDGE	49.67	
			134647	5-133-5-00-304	RD AND BRIDGE	3.22-	
			134647	5-133-5-00-304	RD AND BRIDGE	50.63	
			134647	5-133-5-00-304	RD AND BRIDGE	3.43-	
			134645	5-145-5-00-304	COA	4,377.04	
			134644	5-160-5-00-304	SW	62.34	
			134644	5-160-5-00-304	SW	5.16-	
				WARRANT TOTAL			18,287.09
587		08/22/2025	8103	CHARTER COMMUNICATIONS			
			134695	5-001-5-07-219	INTERNET FOR MENTAL HEALTH ACC	182.00	
				WARRANT TOTAL			182.00
588		08/28/2025	648	COMMERCE BANK-COMMERCIAL CARDS			
			134831	5-001-5-01-212	BOCC FLOWERS, TIMER	105.91	
			134826	5-001-5-01-213	BOCC LODGING	910.65	
			134831	5-001-5-01-301	BOCC FLOWERS, TIMER	48.59	
			134834	5-001-5-02-301	CLK OFFICE SUPPLIES	233.98	
			134853	5-001-5-03-301	TREAS SUPPLIES	1,041.39	
			134825	5-001-5-05-205	EMS MILEAGE,SUBSCRIPTIONS,ETC	1.58	
			134825	5-001-5-05-209	EMS MILEAGE,SUBSCRIPTIONS,ETC	281.80	
			134825	5-001-5-05-210	EMS MILEAGE,SUBSCRIPTIONS,ETC	506.00	
			134825	5-001-5-05-212	EMS MILEAGE,SUBSCRIPTIONS,ETC	52.95	
			134825	5-001-5-05-215	EMS MILEAGE,SUBSCRIPTIONS,ETC	239.10	
			134825	5-001-5-05-216	EMS MILEAGE,SUBSCRIPTIONS,ETC	490.40	
			134825	5-001-5-05-282	EMS MILEAGE,SUBSCRIPTIONS,ETC	381.48	
			134825	5-001-5-05-301	EMS MILEAGE,SUBSCRIPTIONS,ETC	312.97	
			134859	5-001-5-05-306	9951 EMS	177.60	
			134823	5-001-5-05-381	EMS TRAINING,BLD SUPPLIES,RADI	207.98	
			134824	5-001-5-05-381	EMS FIELD SUPPLIES	26.97	
			134825	5-001-5-05-381	EMS MILEAGE,SUBSCRIPTIONS,ETC	3,291.85	
			134823	5-001-5-05-383	EMS TRAINING,BLD SUPPLIES,RADI	84.93	
			134825	5-001-5-05-383	EMS MILEAGE,SUBSCRIPTIONS,ETC	268.18	
			134859	5-001-5-05-383	9951 EMS	19.25	
			134822	5-001-5-05-4	EMS RADIO EQUIP	29.00	
			134823	5-001-5-05-4	EMS TRAINING,BLD SUPPLIES,RADI	51.98	
			134825	5-001-5-05-4	EMS MILEAGE,SUBSCRIPTIONS,ETC	14.14	
			134790	5-001-5-06-202	P&Z OFFICE SUPPLIES,EDUCATION	46.48	
			134790	5-001-5-06-219	P&Z OFFICE SUPPLIES,EDUCATION	586.50	
			134790	5-001-5-06-301	P&Z OFFICE SUPPLIES,EDUCATION	97.69	
			134784	5-001-5-07-202	SO TRAINING,TRAVEL,JANITORIAL	674.99	
			134787	5-001-5-07-202	SO TRAINING,UNIFORMS,OUTREACH	253.00	
			134787	5-001-5-07-203	SO TRAINING,UNIFORMS,OUTREACH	80.00	

START DATE: 08/22/2025 END DATE: 08/28/2025

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
			134786	5-001-5-07-208	SO CONTRACFTS,MAINT,JAIL EXP	18.00	
			134784	5-001-5-07-211	SO TRAINING,TRAVEL,JANITORIAL	1,321.86	
			134788	5-001-5-07-211	SO TRAVEL, MAINT,EQUIP,OUTREAC	509.24	
			134789	5-001-5-07-211	SO KTAG	.92	
			134788	5-001-5-07-213	SO TRAVEL, MAINT,EQUIP,OUTREAC	20.98	
			134784	5-001-5-07-301	SO TRAINING,TRAVEL,JANITORIAL	380.82	
			134784	5-001-5-07-305	SO TRAINING,TRAVEL,JANITORIAL	325.97	
			134787	5-001-5-07-350	SO TRAINING,UNIFORMS,OUTREACH	88.90	
			134787	5-001-5-07-353	SO TRAINING,UNIFORMS,OUTREACH	192.45	
			134788	5-001-5-07-353	SO TRAVEL, MAINT,EQUIP,OUTREAC	22.96-	
			134787	5-001-5-07-354	SO TRAINING,UNIFORMS,OUTREACH	72.73	
			134788	5-001-5-07-354	SO TRAVEL, MAINT,EQUIP,OUTREAC	48.00	
			134784	5-001-5-07-355	SO TRAINING,TRAVEL,JANITORIAL	18.87	
			134786	5-001-5-07-356	SO CONTRACFTS,MAINT,JAIL EXP	474.72	
			134786	5-001-5-07-357	SO CONTRACFTS,MAINT,JAIL EXP	15.16	
			134784	5-001-5-07-359	SO TRAINING,TRAVEL,JANITORIAL	282.91	
			134784	5-001-5-07-362	SO TRAINING,TRAVEL,JANITORIAL	17.81	
			134786	5-001-5-07-362	SO CONTRACFTS,MAINT,JAIL EXP	36.68	
			134832	5-001-5-11-301	CAO CREDIT	69.41-	
			134833	5-001-5-11-301	CAO OFFICE SUPPLIES	1,910.13	
			134833	5-001-5-11-301	CAO OFFICE SUPPLIES	129.98-	
			134829	5-001-5-14-229	B&G TRASH PICKUP	559.47	
			134803	5-001-5-14-312	CT KTAG	3.16	
			134788	5-001-5-14-332	SO TRAVEL, MAINT,EQUIP,OUTREAC	37.02	
			134835	5-001-5-18-213	IS LOGMEIN 25 USERS	954.99	
			134847	5-001-5-19-217	DC PUBLICATIONS	260.54	
			134845	5-001-5-19-301	DC SUPPLIES	206.65	
			134846	5-001-5-19-301	DC SUPPLIES	1,295.82	
			134821	5-001-5-28-215	HR TAX SUBSCRIPTION, OFFICE SU	221.64	
			134827	5-001-5-31-209	B&G JANITORIAL,MOWING EQUIP,MI	376.73	
			134848	5-001-5-31-209	B&G CUMMINGS	7.16	
			134827	5-001-5-31-289	B&G JANITORIAL,MOWING EQUIP,MI	400.00	
			134827	5-001-5-31-290	B&G JANITORIAL,MOWING EQUIP,MI	2,121.28	
			134827	5-001-5-31-293	B&G JANITORIAL,MOWING EQUIP,MI	79.98	
			134827	5-001-5-31-297	B&G JANITORIAL,MOWING EQUIP,MI	295.68	
			134827	5-001-5-31-298	B&G JANITORIAL,MOWING EQUIP,MI	1,033.18	
			134827	5-001-5-31-301	B&G JANITORIAL,MOWING EQUIP,MI	172.38	
			134827	5-001-5-31-312	B&G JANITORIAL,MOWING EQUIP,MI	683.07	
			134844	5-001-5-31-312	B&G HERKEN	85.11	
			134848	5-001-5-31-312	B&G CUMMINGS	209.88	
			134850	5-001-5-31-312	B&G TOMLIN	97.41	
			134827	5-001-5-31-313	B&G JANITORIAL,MOWING EQUIP,MI	289.23	
			134844	5-001-5-31-317	B&G HERKEN	105.00	
			134848	5-001-5-31-317	B&G CUMMINGS	105.26	
			134827	5-001-5-31-384	B&G JANITORIAL,MOWING EQUIP,MI	198.68	
			134827	5-001-5-31-390	B&G JANITORIAL,MOWING EQUIP,MI	720.20	
			134827	5-001-5-31-391	B&G JANITORIAL,MOWING EQUIP,MI	198.68	
			134827	5-001-5-32-209	B&G JANITORIAL,MOWING EQUIP,MI	3,777.01	
			134827	5-001-5-32-296	B&G JANITORIAL,MOWING EQUIP,MI	2,272.45	
			134827	5-001-5-32-297	B&G JANITORIAL,MOWING EQUIP,MI	767.46	

START DATE: 08/22/2025 END DATE: 08/28/2025

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
			134827	5-001-5-32-391	B&G JANITORIAL,MOWING EQUIP,MI	498.97	
			134844	5-001-5-32-391	B&G HERKEN	1,651.23	
			134848	5-001-5-32-391	B&G CUMMINGS	194.52	
			134827	5-001-5-33-209	B&G JANITORIAL,MOWING EQUIP,MI	3,940.00	
			134827	5-001-5-33-297	B&G JANITORIAL,MOWING EQUIP,MI	539.74	
			134827	5-001-5-33-391	B&G JANITORIAL,MOWING EQUIP,MI	278.22	
			134836	5-001-5-41-201	APPR GUIDES,SUPPLIES,KTA	60.51	
			134836	5-001-5-41-211	APPR GUIDES,SUPPLIES,KTA	32.88	
			134836	5-001-5-41-301	APPR GUIDES,SUPPLIES,KTA	363.03	
			134837	5-001-5-41-303	APPR ASSESSMENT SUPPLIES	779.94	
			134836	5-001-5-41-370	APPR GUIDES,SUPPLIES,KTA	393.95	
			134836	5-001-5-41-371	APPR GUIDES,SUPPLIES,KTA	447.91	
			134843	5-001-5-42-301	PW SAN,PW	3,370.10	
			134842	5-001-5-53-207	PW PHILLIPS,PW	129.09	
			134842	5-001-5-53-301	PW PHILLIPS,PW	1,166.68	
			134842	5-001-5-53-307	PW PHILLIPS,PW	1,004.84	
			134842	5-001-5-53-308	PW PHILLIPS,PW	447.29	
			134814	5-106-5-00-300	COM CORR CONFERENCE	3,557.84	
			134838	5-108-5-00-203	HD LICENSE FEES,REPAIR,WIC	60.00	
			134838	5-108-5-00-204	HD LICENSE FEES,REPAIR,WIC	502.23	
			134838	5-108-5-00-211	HD LICENSE FEES,REPAIR,WIC	5.48	
			134838	5-108-5-00-213	HD LICENSE FEES,REPAIR,WIC	60.00	
			134838	5-108-5-00-219	HD LICENSE FEES,REPAIR,WIC	526.44	
			134838	5-108-5-00-280	HD LICENSE FEES,REPAIR,WIC	2,642.95	
			134838	5-108-5-00-301	HD LICENSE FEES,REPAIR,WIC	252.68	
			134838	5-108-5-00-302	HD LICENSE FEES,REPAIR,WIC	32.43	
			134838	5-108-5-00-380	HD LICENSE FEES,REPAIR,WIC	1,238.25	
			134838	5-108-5-00-384	HD LICENSE FEES,REPAIR,WIC	143.81	
			134838	5-108-5-00-601	HD LICENSE FEES,REPAIR,WIC	121.09	
			134838	5-108-5-00-606	HD LICENSE FEES,REPAIR,WIC	335.01	
			134853	5-118-5-00-301	TREAS SUPPLIES	40.99	
			134807	5-125-5-00-301	COMM CORR GED PREP	106.49	
			134811	5-126-5-00-221	COM COR KTA TOLLS	5.48	
			134804	5-126-5-00-226	COM CORR CLIENT TICKETS	69.36	
			134817	5-126-5-00-226	COM CORR WALMART SUPPLIES	100.00	
			134818	5-126-5-00-226	COMM CORR CLIENT TICKETS	135.49	
			134808	5-127-5-00-3	COM CORR RIDE LV	130.94	
			134815	5-127-5-00-3	COM CORR PPPS WEEK	1,594.46	
			134805	5-127-5-00-3	COMM COR STAFF FOOD	51.97	
			134856	5-127-5-00-3	4791 COMM CORR	129.39	
			134839	5-133-5-00-201	PW OFFICE SUPPLIES,LICENSES,TR	400.52	
			134839	5-133-5-00-203	PW OFFICE SUPPLIES,LICENSES,TR	36.75	
			134839	5-133-5-00-214	PW OFFICE SUPPLIES,LICENSES,TR	428.83	
			134839	5-133-5-00-301	PW OFFICE SUPPLIES,LICENSES,TR	714.97	
			134840	5-133-5-00-301	PW AREVELO,WLLIOTT,SNEAD	918.56	
			134841	5-133-5-00-301	PW GRIER,PETERSON,WILLIAMS.HEI	261.32	
			134839	5-133-5-00-310	PW OFFICE SUPPLIES,LICENSES,TR	350.36	
			134840	5-133-5-00-310	PW AREVELO,WLLIOTT,SNEAD	188.27	
			134840	5-133-5-00-311	PW AREVELO,WLLIOTT,SNEAD	280.65	
			134840	5-133-5-00-312	PW AREVELO,WLLIOTT,SNEAD	202.87	

START DATE: 08/22/2025 END DATE: 08/28/2025

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
			134841	5-133-5-00-312	PW GRIER,PETERSON,WILLIAMS.HEI	901.35	
			134839	5-133-5-00-360	PW OFFICE SUPPLIES,LICENSES,TR	1,270.51	
			134840	5-133-5-00-360	PW AREVELO,WLLIOTT,SNEAD	4,767.74	
			134841	5-133-5-00-360	PW GRIER,PETERSON,WILLIAMS.HEI	1,187.10	
			134839	5-133-5-00-364	PW OFFICE SUPPLIES,LICENSES,TR	202.94	
			134840	5-133-5-00-365	PW AREVELO,WLLIOTT,SNEAD	1,468.40	
			134841	5-133-5-00-365	PW GRIER,PETERSON,WILLIAMS.HEI	1,674.95	
			134841	5-133-5-00-440	PW GRIER,PETERSON,WILLIAMS.HEI	116.15	
			134809	5-135-5-00-200	COMM COR CLIENT INCENTIVES	75.00	
			134812	5-135-5-00-200	COM CORR MEDS	90.40	
			134819	5-135-5-00-200	COMM CORR MEDS	157.86	
			134806	5-136-5-00-241	COMM CORR FUEL	53.44	
			134820	5-136-5-00-341	COMM CORR FOOD	27.23	
			134810	5-138-5-00-227	COMM CORR TRAINING,COIMMODITIE	377.98	
			134810	5-138-5-00-227	COMM CORR TRAINING,COIMMODITIE	679.27	
			134813	5-138-5-00-227	COMM CORR AMAZON	188.59	
			134816	5-139-5-00-201	COM CORR PPPS WEEK	742.00	
			134791	5-144-5-00-2	COA PALS	901.95	
			134795	5-144-5-00-2	COA PALS	103.50	
			134791	5-144-5-00-3	COA PALS	82.29	
			134795	5-144-5-00-3	COA PALS	38.72	
			134796	5-145-5-00-210	COA PHYSICALS	85.63	
			134792	5-145-5-00-211	COA MOW, EVENTS	309.88	
			134799	5-145-5-00-211	COA EVENTS,MOW,LEIS & LEARN	44.36	
			134800	5-145-5-00-252	COA LEIS & LEARN	28.84	
			134798	5-145-5-00-260	COA CHORE & MAINT	52.21	
			134799	5-145-5-00-305	COA EVENTS,MOW,LEIS & LEARN	210.00	
			134801	5-145-5-00-306	COA VEHICLE EQUIP	110.48	
			134802	5-145-5-00-345	COA CONSUMABLES	30.54	
			134792	5-145-5-00-746	COA MOW, EVENTS	58.44	
			134799	5-145-5-00-746	COA EVENTS,MOW,LEIS & LEARN	33.71	
			134794	5-145-5-00-750	COA LEISURE & LEARN	77.84	
			134797	5-145-5-00-750	COA LEIDURE & LEARN	6.36	
			134799	5-145-5-00-750	COA EVENTS,MOW,LEIS & LEARN	339.60	
			134800	5-145-5-00-750	COA LEIS & LEARN	267.93	
			134802	5-145-5-05-301	COA CONSUMABLES	11.18	
			134802	5-145-5-07-302	COA CONSUMABLES	1.29	
			134852	5-146-5-00-301	TREAS SUPPLIES	575.58	
			134851	5-146-5-00-302	TREAS GORDON	31.40	
			134857	5-147-5-00-3	2575 COA `	472.00	
			134858	5-147-5-00-3	4380 COA	1,609.94	
			134855	5-160-5-00-202	SW SALDIVAR	750.00	
			134854	5-160-5-00-213	SW ANDERSON	216.21	
			134855	5-160-5-00-213	SW SALDIVAR	78.58	
			134854	5-160-5-00-301	SW ANDERSON	447.92	
			134854	5-160-5-00-303	SW ANDERSON	463.47	
			134854	5-160-5-00-304	SW ANDERSON	119.34	
			134785	5-194-5-00-3	SO VIOLENT OFFENDERS/COMM	40.97	
			134781	5-198-5-18-201	EOC VIDEO CONFERENCE RENEWAL	149.90	
			134830	5-198-5-18-201	SO KEMA CONFERENCE	405.00	

START DATE: 08/22/2025 END DATE: 08/28/2025

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
			134849	5-210-5-00-3	B&G FARR	11.67	
			134828	5-215-5-03-214	B&G JC LED PROJECT	4,860.00	
					WARRANT TOTAL		91,498.68
115376	AP	08/22/2025	4120	AAA LAUNDRY & LINEN	SUPPLY CO		
			134698	5-001-5-53-215	UNIFORM RENTALS 8-11 THRU 8-18	103.97	
			134698	5-001-5-53-215	UNIFORM RENTALS 8-11 THRU 8-18	103.97	
			134674	5-133-5-00-215	UNIFORM RENTALS	304.22	
			134674	5-133-5-00-215	UNIFORM RENTALS	366.32	
			134674	5-133-5-00-312	UNIFORM RENTALS	249.11	
			134674	5-133-5-00-312	UNIFORM RENTALS	251.25	
			134691	5-137-5-00-203	UNIFORMS WEEK 8-11 8-18	116.66	
			134691	5-137-5-00-203	UNIFORMS WEEK 8-11 8-18	116.66	
					WARRANT TOTAL		1,612.16
115377	AP	08/22/2025	20588	ADVANTAGE PRINTING			
			134687	5-001-5-28-250	BENEFIT BOOKLETS	1,931.88	
					WARRANT TOTAL		1,931.88
115378	AP	08/22/2025	5380	AMERICAN CORRECTIONAL	ASSN		
			134684	5-123-5-00-210	SUBSTANCE ABUSE TREATMENT	120.00	
					WARRANT TOTAL		120.00
115379	AP	08/22/2025	968	ARCHDIOSES OF KANSAS	CITY, KS		
			134705	5-001-5-49-204	SPECIAL EVENT COVERAGE FOR SAC	95.00	
					WARRANT TOTAL		95.00
115380	AP	08/22/2025	18253	AT&T MOBILITY			
			134714	5-001-5-07-210	WIRELESS ACCOUNT 826875018 023	92.46	
			134671	5-126-5-00-210	WIRELESS SERVICE	436.46	
			134672	5-133-5-00-206	EQUIPMENT AND WIRELESS COMMUNI	218.23	
			134672	5-136-5-00-206	EQUIPMENT AND WIRELESS COMMUNI	218.23	
			134673	5-138-5-00-226	EQUIPMENT WIRELESS	436.46	
					WARRANT TOTAL		1,401.84
115381	AP	08/22/2025	4136	BRANDT FABRICATING			
			134700	5-133-5-00-360	REPAIR OF TAILGATE AND ALUMINU	510.00	
			134700	5-133-5-00-360	REPAIR OF TAILGATE AND ALUMINU	121.40	
					WARRANT TOTAL		631.40
115382	AP	08/22/2025	340	BROOKS-JEFFREY MARKETING	INC		
			134696	5-194-5-00-2	ANNUAL WEB HOSTING PACKAGE	2,995.00	
					WARRANT TOTAL		2,995.00
115383	AP	08/22/2025	11911	BRYAN-OHLMEIER CONSTRUCTION	CO		
			134713	5-220-5-12-400	BRIDGE ST 26	271,844.50	
					WARRANT TOTAL		271,844.50
115384	AP	08/22/2025	198	COLLINS AUTOMOTIVE LLC			
			134715	5-001-5-07-213	UNIT 108 VIN 8664	974.34	
					WARRANT TOTAL		974.34
115385	AP	08/22/2025	661	CDJ AUTOMOTIVE LLC			
			134763	5-001-5-07-213	UNIT 137 ABS	341.43	
					WARRANT TOTAL		341.43
115386	AP	08/22/2025	24545	CDW GOVERNMENT INC			
			134717	5-115-5-00-408	GOV MS MPSA OFFICE STND P/DVC	35,851.89	
			134722	5-115-5-00-409	SCARLETT 18120-4G	680.92	
			134723	5-115-5-00-409	SCARLETT 18120-4G	2,042.76	
					WARRANT TOTAL		38,575.57

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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
115387	AP	08/22/2025	810	CITY ELECTRIC SUPPLY COMPANY			
			134765	5-194-5-00-3	WIRES FOR IFFENDERS REGISTRATI	116.07	
					WARRANT TOTAL		116.07
115388	AP	08/22/2025	17551	DIGGER JIM'S			
			134716	5-001-5-07-208	CLEANED GREASE PIT IN KITCHEN	250.00	
					WARRANT TOTAL		250.00
115389	AP	08/22/2025	1104	DIGITAL DOLPHIN SUPPLIES			
			134697	5-001-5-07-301	4 TONERS	335.96	
					WARRANT TOTAL		335.96
115390	AP	08/22/2025	1011	FEDEX			
			134743	5-001-5-19-302	TRANSPORTATION CHARGES	4.37	
					WARRANT TOTAL		4.37
115391	AP	08/22/2025	243	GEOTAB USA INC			
			134688	5-155-5-00-4	GO RUGGED FOR GRADERS	140.00	
					WARRANT TOTAL		140.00
115392	AP	08/22/2025	28526	THE GUIDANCE CENTER (TRAINING			
			134680	5-125-5-00-2	JULY 2025 SALARY AND FRINGE	11,656.90	
			134683	5-135-5-00-200	JULY 23.75 HOURS THERAPY/CRISI	3,562.50	
			134682	5-135-5-00-201	JULY 2025 SALARY AND FRINGE MO	2,192.20	
			134685	5-135-5-00-201	ROBINSON JULY 2025 SALARY	11,344.74	
					WARRANT TOTAL		28,756.34
115393	AP	08/22/2025	434	HAMM QUARRIES			
			134701	5-133-5-00-303	ROAD SEAL	3,893.92	
			134701	5-133-5-00-303	ROAD SEAL	259.73	
			134701	5-133-5-00-303	ROAD SEAL	825.50	
			134701	5-133-5-00-303	ROAD SEAL	246.40	
			134701	5-133-5-00-303	ROAD SEAL	1,495.42	
			134701	5-133-5-00-303	ROAD SEAL	1,315.81	
			134701	5-133-5-00-303	ROAD SEAL	537.95	
			134701	5-133-5-00-303	ROAD SEAL	276.56	
					WARRANT TOTAL		8,851.29
115394	AP	08/22/2025	369	HOLLIDAY SAND & GRAVEL CO			
			134702	5-133-5-00-303	ROAD SEAL	1,912.88	
			134702	5-133-5-00-303	ROAD SEAL	937.30	
			134702	5-133-5-00-303	ROAD SEAL	2,305.71	
			134702	5-133-5-00-303	ROAD SEAL	539.59	
			134702	5-133-5-00-303	ROAD SEAL	209.81	
			134702	5-133-5-00-303	ROAD SEAL	182.71	
			134702	5-133-5-00-303	ROAD SEAL	1,780.57	
			134702	5-133-5-00-303	ROAD SEAL	1,026.00	
			134702	5-133-5-00-303	ROAD SEAL	3,672.61	
					WARRANT TOTAL		12,567.18
115395	AP	08/22/2025	27486	INSIGHT			
			134720	5-001-5-18-254	RENEWAL NASPO VALUEPOINT SOFTW	1,208.03	
					WARRANT TOTAL		1,208.03
115396	AP	08/22/2025	2505	INTRINSIC INTERVENTIONS			
			134679	5-127-5-00-3	LAB COST	25.00	
					WARRANT TOTAL		25.00
115397	AP	08/22/2025	7655	J F DENNEY PLUMBING & HEATING			
			134703	5-133-5-00-207	SERVICE CALL AND LABOR FOR SHO	597.18	

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START DATE: 08/22/2025 END DATE: 08/28/2025					
TYPES OF CHECKS SELECTED: * ALL TYPES					
CHECK RANGE SELECTED: * No Check Range Selected					
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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION
					AMOUNT
					TOTAL
WARRANT TOTAL					597.18
115398	AP	08/22/2025	966	ATCHISON AUTO PARTS LLC DBA NA	
			134707	5-133-5-00-312	PARTS AND SUPPLIES
			134707	5-133-5-00-312	PARTS AND SUPPLIES
			134667	5-133-5-00-360	PARTS AND TOOLS
			134667	5-133-5-00-360	PARTS AND TOOLS
			134667	5-133-5-00-360	PARTS AND TOOLS
			134707	5-133-5-00-360	PARTS AND SUPPLIES
			134707	5-133-5-00-360	PARTS AND SUPPLIES
			134707	5-133-5-00-360	PARTS AND SUPPLIES
			134667	5-133-5-00-365	PARTS AND TOOLS
			134667	5-133-5-00-365	PARTS AND TOOLS
			134667	5-133-5-00-365	PARTS AND TOOLS
WARRANT TOTAL					313.23
115399	AP	08/22/2025	99	MICHELLE M BAKER	
			134571	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115400	AP	08/22/2025	99	LAUREN TAYLOR BATTLE	
			134572	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115401	AP	08/22/2025	99	REMLIAH JOY BELL	
			134573	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115402	AP	08/22/2025	99	RUTH LUCILLE BENNION	
			134574	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					37.60
115403	AP	08/22/2025	99	DANA ELAINE BLEW	
			134575	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					58.40
115404	AP	08/22/2025	99	CARLY SHEA BOHANNON	
			134576	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					37.60
115405	AP	08/22/2025	99	THERESE MARIE BOYDSTUN-MELERO	
			134577	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					32.00
115406	AP	08/22/2025	99	THOMAS LEE BRADSHAW II	
			134578	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115407	AP	08/22/2025	99	TIMOTHY ANDREW BRWON	
			134579	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					50.00
115408	AP	08/22/2025	99	KASEY NICOLE CANNON	
			134580	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115409	AP	08/22/2025	99	KAELIE VEOTA CAPEHART	
			134581	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					25.00
115410	AP	08/22/2025	99	SCOTT ARDEN CAREY	
			134582	5-001-5-19-205	FEE AND MILEAGE
WARRANT TOTAL					32.00
WARRANT TOTAL					32.00

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START DATE: 08/22/2025

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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
115411	AP	08/22/2025	99 134583	AGNES CATHERINE CHASTAIN 5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
115412	AP	08/22/2025	99 134584	CHERYL LYNN CLARK 5-001-5-19-205	FEE AND MILEAGE	72.40	
					WARRANT TOTAL		72.40
115413	AP	08/22/2025	99 134585	DALE DOUGLAS CLELAND 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115414	AP	08/22/2025	99 134586	ANN ELIZABETH CRUM 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115415	AP	08/22/2025	99 134587	HEATHER LYNN DEMARANVILLE 5-001-5-19-205	FEE AND MILEAGE	55.80	
					WARRANT TOTAL		55.80
115416	AP	08/22/2025	99 134588	WILLIAM FRANKLIN DENNEY JR 5-001-5-19-205	FEE AND MILEAGE	69.60	
					WARRANT TOTAL		69.60
115417	AP	08/22/2025	99 134589	ANTHONY SHAWN DEROSSETT 5-001-5-19-205	FEE AND MILEAGE	44.60	
					WARRANT TOTAL		44.60
115418	AP	08/22/2025	99 134590	MICHAEL DLUGOPOLSKI 5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
115419	AP	08/22/2025	99 134591	CRYSTAL DAWN DOOLEY 5-001-5-19-205	FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
115420	AP	08/22/2025	99 134592	THERESA GAIL DUBBS 5-001-5-19-205	FEE AND MILEAGE	46.00	
					WARRANT TOTAL		46.00
115421	AP	08/22/2025	99 134593	DAVID LEE DUGAN 5-001-5-19-205	FEE AND MILEAGE	40.40	
					WARRANT TOTAL		40.40
115422	AP	08/22/2025	99 134594	SHELLY LEANN ESSARY 5-001-5-19-205	FEE AND MILEAGE	66.80	
					WARRANT TOTAL		66.80
115423	AP	08/22/2025	99 134595	SCOTT A FAIR 5-001-5-19-205	FEE AND MILEAGE	53.00	
					WARRANT TOTAL		53.00
115424	AP	08/22/2025	99 134596	BENJAMIN ROBERT E FALLEY 5-001-5-19-205	FEE AND MILEAGE	79.40	
					WARRANT TOTAL		79.40
115425	AP	08/22/2025	99 134597	CHRISTOPHER MCCORD FULLERTON 5-001-5-19-205	FEE AND MILEAGE	51.60	
					WARRANT TOTAL		51.60
115426	AP	08/22/2025	99 134598	SHAWN PATRICK GOYER 5-001-5-19-205	FEE AND MILEAGE	68.40	
					WARRANT TOTAL		68.40
115427	AP	08/22/2025	99 134599	JILL SLAY HATFIELD 5-001-5-19-205	FEE AND MILEAGE	47.40	

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START DATE: 08/22/2025 END DATE: 08/28/2025							
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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		47.40
115428	AP	08/22/2025	99	SHELLY J HAZARD			
			134600	5-001-5-19-205	FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
115429	AP	08/22/2025	99	JEFFREY LEE HOING			
			134601	5-001-5-19-205	FEE AND MILEAGE	34.80	
					WARRANT TOTAL		34.80
115430	AP	08/22/2025	99	HALLE BETH HOLMES			
			134602	5-001-5-19-205	FEE AND MILEAGE	58.60	
					WARRANT TOTAL		58.60
115431	AP	08/22/2025	99	JANICE L HORNER			
			134603	5-001-5-19-205	FEE AND MILEAGE	46.00	
					WARRANT TOTAL		46.00
115432	AP	08/22/2025	99	ROBERT MICHAEL HOWARD			
			134604	5-001-5-19-205	FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
115433	AP	08/22/2025	99	ROBERT ARNOLD KANE JR			
			134605	5-001-5-19-205	FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60
115434	AP	08/22/2025	99	THOMAS ALAN KEEFOVER			
			134606	5-001-5-19-205	FEE AND MILEAGE	64.20	
					WARRANT TOTAL		64.20
115435	AP	08/22/2025	99	TAMMY LYNN LAWSON			
			134607	5-001-5-19-205	FEE AND MILEAGE	30.60	
					WARRANT TOTAL		30.60
115436	AP	08/22/2025	99	TAYLOR LEIGH LIGHT			
			134608	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115437	AP	08/22/2025	99	JOANNE TERESA LOCH			
			134609	5-001-5-19-205	FEE AND MILEAGE	34.80	
					WARRANT TOTAL		34.80
115438	AP	08/22/2025	99	MELANIE LEIGH MARCEE			
			134610	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115439	AP	08/22/2025	99	ABRAHAM ANDREW MARTINEZ			
			134611	5-001-5-19-205	FEE AND MILEAGE	36.20	
					WARRANT TOTAL		36.20
115440	AP	08/22/2025	99	KAREN S MILLER			
			134612	5-001-5-19-205	FEE AND MILEAGE	50.20	
					WARRANT TOTAL		50.20
115441	AP	08/22/2025	99	JOHN JAMES MITCHELL JR			
			134613	5-001-5-19-205	FEE AND MILEAGE	50.20	
					WARRANT TOTAL		50.20
115442	AP	08/22/2025	99	MARILYN MONEGRO			
			134614	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115443	AP	08/22/2025	99	KERRY DAWN MUELLER			
			134615	5-001-5-19-205	FEE AND MILEAGE	60.00	
					WARRANT TOTAL		60.00
115444	AP	08/22/2025	99	JO ANN NORMAN			

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START DATE: 08/22/2025 END DATE: 08/28/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			134616	5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
115445	AP	08/22/2025	99	TERRY LEE NORMAN			
			134617	5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
115446	AP	08/22/2025	99	SUSAN MARIE NOWAKOWSKI			
			134618	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115447	AP	08/22/2025	99	MARY LOUISE OLENICK			
			134619	5-001-5-19-205	FEE AND MILEAGE	50.20	
					WARRANT TOTAL		50.20
115448	AP	08/22/2025	99	ERIC ROSS OLSON			
			134620	5-001-5-19-205	FEE AND MILEAGE	34.80	
					WARRANT TOTAL		34.80
115449	AP	08/22/2025	99	TRACY JEAN ONEY			
			134621	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115450	AP	08/22/2025	99	MARCENE ELAINE PRENTICE			
			134622	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115451	AP	08/22/2025	99	KARA JO REPP			
			134623	5-001-5-19-205	FEE AND MILEAGE	57.20	
					WARRANT TOTAL		57.20
115452	AP	08/22/2025	99	PAUL BENJAMIN ROBERTON			
			134624	5-001-5-19-205	FEE AND MILEAGE	72.40	
					WARRANT TOTAL		72.40
115453	AP	08/22/2025	99	MOLLY ELIZABETH ROMANO			
			134625	5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
115454	AP	08/22/2025	99	CADEN ISAAC ROSS			
			134626	5-001-5-19-205	FEE AND MILEAGE	43.20	
					WARRANT TOTAL		43.20
115455	AP	08/22/2025	99	HOWELL PERRY SCOTT			
			134627	5-001-5-19-205	FEE AND MILEAGE	41.80	
					WARRANT TOTAL		41.80
115456	AP	08/22/2025	99	ANDREW JOHN SHIELDS			
			134628	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115457	AP	08/22/2025	99	VICKIE ANN SULLIVAN			
			134629	5-001-5-19-205	FEE AND MILEAGE	86.40	
					WARRANT TOTAL		86.40
115458	AP	08/22/2025	99	DONNA KAY THOMAS			
			134630	5-001-5-19-205	FEE AND MILEAGE	57.20	
					WARRANT TOTAL		57.20
115459	AP	08/22/2025	99	GEORGE ARTHUR THOMAS JR			
			134631	5-001-5-19-205	FEE AND MILEAGE	57.20	
					WARRANT TOTAL		57.20
115460	AP	08/22/2025	99	LONNIE RAE TUPA			
			134632	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00

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CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
115461	AP	08/22/2025	99	MERLE STEVEN VAUGHAN			
			134633	5-001-5-19-205	FEE AND MILEAGE	55.80	
					WARRANT TOTAL		55.80
115462	AP	08/22/2025	99	STEVEN W WATKINS			
			134634	5-001-5-19-205	FEE AND MILEAGE	69.60	
					WARRANT TOTAL		69.60
115463	AP	08/22/2025	99	MEGAN ANN WEBER			
			134635	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115464	AP	08/22/2025	99	JACK L WENZEL-WOODS			
			134636	5-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
115465	AP	08/22/2025	6021	KADCCA			
			134727	5-001-5-19-213	REGISTRATION FEE 2025 FALL CON	810.00	
					WARRANT TOTAL		810.00
115466	AP	08/22/2025	19738	KEHA			
			134762	5-001-5-06-203	KEHA TRAINING ANDERSON	100.00	
			134762	5-001-5-06-219	KEHA TRAINING ANDERSON	150.00	
					WARRANT TOTAL		250.00
115467	AP	08/22/2025	1978	KRYGER GLASS CO			
			134718	5-001-5-07-213	ROCK CHIP READER	49.95	
			134764	5-001-5-07-213	UNIT 136 WINDSHIELD URETHANE,L	418.87	
					WARRANT TOTAL		468.82
115468	AP	08/22/2025	9271	CITY OF LANSING			
			134724	5-160-5-00-210	SERVICE PERIOD 6/30-7/31 00606	73.08	
					WARRANT TOTAL		73.08
115469	AP	08/22/2025	1351	LEAVENWORTH ASPHALT MATERIALS			
			134706	5-133-5-00-362	ASPHALT AND SEAL	25,796.52	
			134706	5-133-5-00-362	ASPHALT AND SEAL	22,587.93	
			134706	5-133-5-00-362	ASPHALT AND SEAL	11,281.41	
			134706	5-133-5-00-362	ASPHALT AND SEAL	14,169.72	
			134706	5-133-5-00-362	ASPHALT AND SEAL	13,809.42	
			134706	5-133-5-00-362	ASPHALT AND SEAL	18,435.86	
			134706	5-133-5-00-362	ASPHALT AND SEAL	18,474.72	
			134706	5-133-5-00-362	ASPHALT AND SEAL	22,267.66	
			134706	5-133-5-00-362	ASPHALT AND SEAL	15,778.21	
			134706	5-133-5-00-362	ASPHALT AND SEAL	18,501.62	
			134706	5-133-5-00-362	ASPHALT AND SEAL	11,051.98	
					WARRANT TOTAL		192,155.05
115470	AP	08/22/2025	537	CHERRYROAD MEDIA INC			
			134742	5-001-5-19-217	LEGAL NOTICE 2025 JC 018	41.14	
					WARRANT TOTAL		41.14
115471	AP	08/22/2025	688	LOGICALIS			
			134721	5-001-5-18-254	VMWARE UPGRADE SERVICES	168.75	
					WARRANT TOTAL		168.75
115472	AP	08/22/2025	61	DISTRICT COURT OF MIAMI COUNTY			
			134726	5-001-5-19-222	COURT FEES MI 2025 CT 106 DA	131.50	
					WARRANT TOTAL		131.50
115473	AP	08/22/2025	2059	MIDWEST OFFICE TECHNOLOGY INC			
			134677	5-001-5-07-219	CANON SERIAL 4JB07726	63.25	

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TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			134677	5-001-5-07-219	CANON SERIAL 4JB07726	.82	
					WARRANT TOTAL		64.07
115474	AP	08/22/2025	56	THE TONGANOXIE MIRROR			
			134692	5-001-5-07-209	MIRROR 1 YEAR SUBSCRIPTION	42.00	
					WARRANT TOTAL		42.00
115475	AP	08/22/2025	2666	SUNFLOWER HEALTH PLAN			
			134767	5-108-5-00-216	OVERPAYMENT ON MEMBER 99618699	7.91	
					WARRANT TOTAL		7.91
115476	AP	08/22/2025	60	NUTRIEN AG SOLUTIONS,INC			
			134699	5-001-5-53-305	OUTRIDER AND ALLIGARE	22,840.00	
			134699	5-001-5-53-305	OUTRIDER AND ALLIGARE	10,717.20	
					WARRANT TOTAL		33,557.20
115477	AP	08/22/2025	196	OLSSON,INC			
			134761	5-001-5-06-206	PZ PORTION PROFESSIONAL SERVIC	10,821.75	
			134670	5-133-5-00-213	PROFESSIONAL SERVICES RENDERED	543.00	
					WARRANT TOTAL		11,364.75
115478	AP	08/22/2025	1280	U S POSTMASTER			
			134772	5-001-5-14-302	CTHSE GEN POSTAGE AND ELECTION	1,000.00	
			134772	5-001-5-49-302	CTHSE GEN POSTAGE AND ELECTION	1,000.00	
					WARRANT TOTAL		2,000.00
115479	AP	08/22/2025	418	PENSKE COMMERCIAL VEHICLES US			
			134708	5-133-5-00-360	PARTS	557.93	
			134708	5-133-5-00-360	PARTS	69.25	
			134708	5-133-5-00-360	PARTS	178.83	
			134708	5-133-5-00-360	PARTS	233.74	
			134708	5-133-5-00-360	PARTS	178.83	
			134708	5-133-5-00-360	PARTS	171.18	
					WARRANT TOTAL		1,032.10
115480	AP	08/22/2025	9759	BALL'S FOOD STORES			
			134728	5-001-5-19-205	JURY SUPPLIES	41.94	
					WARRANT TOTAL		41.94
115481	AP	08/22/2025	7098	QUILL CORP			
			134766	5-001-5-01-301	SUPPLIES	109.18	
			134686	5-001-5-04-301	LABELS FOR ROD	64.61	
					WARRANT TOTAL		173.79
115482	AP	08/22/2025	909	REVIVE RESIDENCE LLC			
			134690	5-127-5-00-3	HOUSING-DYE	480.00	
					WARRANT TOTAL		480.00
115483	AP	08/22/2025	6148	LEAV CO SHERIFF DEPT			
			134676	5-001-5-07-211	MEALS WHILE ATTENDING CONF. ST	66.00	
			134676	5-001-5-07-211	MEALS WHILE ATTENDING CONF. ST	99.96	
					WARRANT TOTAL		165.96
115484	AP	08/22/2025	1793	ST JOHN HOSPITAL			
			134719	5-001-5-07-219	INMATE BILL	178.85	
					WARRANT TOTAL		178.85
115485	AP	08/22/2025	113	SUMNERONE INC			
			134712	5-133-5-00-301	CANON DX C37251	77.37	
					WARRANT TOTAL		77.37
115486	AP	08/22/2025	668	TIREHUB INC			
			134709	5-133-5-00-309	TIRES	587.72	

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TYPES OF CHECKS SELECTED: * ALL TYPES

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			134709	5-133-5-00-309	TIRES	481.48	
					WARRANT TOTAL		1,069.20
115487	AP	08/22/2025	967	THE TRAVELERS INDEMITY COMPANY			
			134668	5-001-5-11-203	NOTARY PUBLIC BOND FOR MULLINS	30.00	
			134669	5-001-5-11-203	NOTARY PUBLIC FOR GRAHAM AND F	30.00	
			134669	5-001-5-11-203	NOTARY PUBLIC FOR GRAHAM AND F	30.00	
					WARRANT TOTAL		90.00
115488	AP	08/22/2025	11982	UNIFIED GOVERNMENT OF WYANDOTT			
			134681	5-195-5-00-3	JUV HOUSING 90X150	13,500.00	
					WARRANT TOTAL		13,500.00
115489	AP	08/22/2025	2390	UNITED IMAGING			
			134725	5-001-5-07-219	INMATE BILL	7.16	
					WARRANT TOTAL		7.16
115490	AP	08/22/2025	7512	UNITED ROTARY BRUSH CORP			
			134710	5-133-5-00-360	POLY WATER	1,286.60	
					WARRANT TOTAL		1,286.60
115491	AP	08/22/2025	575	US POSTAL SERVICE (QUADIENT-PO			
			134771	5-001-5-01-302	BOCC POSTAGE	15.83	
			134653	5-001-5-02-302	GENERAL FUNDS	19.28	
			134655	5-001-5-03-302	TREASURER	1,065.58	
			134648	5-001-5-04-302	ROD	7.00	
			134663	5-001-5-05-302	EMS	627.90	
			134657	5-001-5-06-302	ZONNING	49.38	
			134649	5-001-5-07-302	SHERIFF	398.48	
			134771	5-001-5-09-232	BOCC POSTAGE	82.24	
			134659	5-001-5-11-302	CO ATTY	923.94	
			134653	5-001-5-14-302	GENERAL FUNDS	58.19	
			134658	5-001-5-19-302	DISTRICT COURT	1,868.15	
			134651	5-001-5-28-302	HR	166.34	
			134662	5-001-5-41-302	APPRIAISERS	139.52	
			134653	5-001-5-49-302	GENERAL FUNDS	3.99	
			134652	5-001-5-53-301	NW	3.79	
			134650	5-108-5-00-302	HEALTH	99.90	
			134650	5-108-5-00-601	HEALTH	112.36	
			134664	5-127-5-00-3	COMM CORR	25.02	
			134660	5-133-5-00-301	ROAD AND BRIDGE	117.19	
			134665	5-136-5-00-301	COMM CORR	9.62	
			134665	5-136-5-00-301	COMM CORR	9.62	
			134661	5-145-5-00-302	COA	327.22	
			134656	5-146-5-00-302	MV	2,440.35	
			134654	5-160-5-00-201	SW	40.41	
					WARRANT TOTAL		8,611.30
115492	AP	08/22/2025	1241	VANCE BROS LLC			
			134711	5-133-5-00-362	ASPHALT AND SEAL	14,873.87	
			134711	5-133-5-00-362	ASPHALT AND SEAL	14,964.95	
			134711	5-133-5-00-362	ASPHALT AND SEAL	15,328.37	
			134711	5-133-5-00-362	ASPHALT AND SEAL	14,204.83	
			134711	5-133-5-00-362	ASPHALT AND SEAL	15,328.37	
			134711	5-133-5-00-362	ASPHALT AND SEAL	15,146.81	
			134711	5-133-5-00-362	ASPHALT AND SEAL	14,937.12	

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NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		104,784.32
115493	AP	08/22/2025	2	WATER DEPT			
			134768	5-001-5-05-215	WATER SERVICE STATION 1 004395	93.14	
			134769	5-001-5-05-215	STATION 3 0043950013474	71.68	
					WARRANT TOTAL		164.82
115494	AP	08/22/2025	100	MATTHEW GRAY WELLS			
			134638	5-001-5-14-221	FEE AND MILEAGE	58.04	
					WARRANT TOTAL		58.04
115495	AP	08/22/2025	100	BRETT MITCHELL BUTLER			
			134637	5-001-5-14-221	FEE AND MILEAGE	63.92	
					WARRANT TOTAL		63.92
115496	AP	08/22/2025	100	NAKIA MICHELLE BROWN			
			134639	5-001-5-14-221	FEE AND MILEAGE	49.78	
					WARRANT TOTAL		49.78
115497	AP	08/22/2025	100	DOLLY RENEE PRENTZLER			
			134729	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115498	AP	08/22/2025	100	DREW MITCHELL WILLIAMS			
			134730	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115499	AP	08/22/2025	100	RACHEL KOCH			
			134731	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115500	AP	08/22/2025	100	BENJAMIN DALE PHILLIPS II			
			134732	5-001-5-14-221	FEE AND MILEAGE	36.20	
					WARRANT TOTAL		36.20
115501	AP	08/22/2025	100	JAIDEN LEIGH ELLIS			
			134733	5-001-5-14-221	FEE AND MILEAGE	106.00	
					WARRANT TOTAL		106.00
115502	AP	08/22/2025	100	JASON MICHAEL ELLIS			
			134734	5-001-5-14-221	FEE AND MILEAGE	106.00	
					WARRANT TOTAL		106.00
115503	AP	08/22/2025	100	PAYTON HERKEN			
			134735	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115504	AP	08/22/2025	100	MAGGIE PETERSON			
			134736	5-001-5-14-221	FEE AND MILEAGE	79.60	
					WARRANT TOTAL		79.60
115505	AP	08/22/2025	100	KELLY CLINE			
			134737	5-001-5-14-221	FEE AND MILEAGE	122.80	
					WARRANT TOTAL		122.80
115506	AP	08/22/2025	100	MIKE BRYANT			
			134738	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115507	AP	08/22/2025	100	KEYLI MARIE THOMPSON			
			134739	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115508	AP	08/22/2025	100	JANNIE LOU WILLIAMS			
			134740	5-001-5-14-221	FEE AND MILEAGE	40.40	
					WARRANT TOTAL		40.40

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TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
<u>NUMBER</u>	<u>TYPE</u>	<u>DATE</u>	<u>PCH DOC #</u>	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
115509	AP	08/22/2025	100	LINDA JEAN MAUDE			
			134741	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115510	AP	08/22/2025	100	CYNTHIA LYNN SIMMONS			
			134744	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115511	AP	08/22/2025	100	BRENDA DARLENE BUSH			
			134745	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115512	AP	08/22/2025	100	KENDRA KRISLYNN JONES			
			134746	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115513	AP	08/22/2025	100	JOANN MARIE BYRD			
			134747	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115514	AP	08/22/2025	100	BRITTANY LEE BROOM			
			134748	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115515	AP	08/22/2025	100	STACY ANN KERNS			
			134749	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115516	AP	08/22/2025	100	ROBERT BRANDON OWENS			
			134750	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115517	AP	08/22/2025	100	CATHRYN ELISABETH HASTINGS			
			134751	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115518	AP	08/22/2025	100	KATHYREEN LOUISE WIGGER			
			134752	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115519	AP	08/22/2025	100	STEVEN RANDALL WIGGER			
			134753	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115520	AP	08/22/2025	100	JASON ALLEN EZEKIEL			
			134754	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115521	AP	08/22/2025	100	JEFFERY EUGENE HASTINGS			
			134755	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115522	AP	08/22/2025	100	AMANDA NICHOLE SHIVERS			
			134757	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115523	AP	08/22/2025	100	LAUREN ASHLEY SHIVERS			
			134758	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115524	AP	08/22/2025	100	DUSTIN ALLEN			
			134759	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
115525	AP	08/22/2025	100	SHELBY ANN MONROE			
			134760	5-001-5-14-221	FEE AND MILEAGE	25.00	

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TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		25.00
115526	AP	08/28/2025	478 134860	QUADIENT LEASING USA 5-001-5-14-234	LEASE PAYMENT QUARTERLY	741.99	
					WARRANT TOTAL		741.99
115527	AP	08/26/2025	24545 134777	CDW GOVERNMENT INC 5-115-5-00-408	GOV MC MPSA OFFICE ATND DVC	35,851.89	
					WARRANT TOTAL		35,851.89
115528	AP	08/26/2025	885 134778 134779	FULL COMPASS SYSTEMS LTD 5-115-5-00-409 5-115-5-00-409	SCARLETT 18120 AG SCARLESS 18120AG	2,042.76 680.92	
					WARRANT TOTAL		2,723.68
115529	AP	08/26/2025	972 134776	ASSOCIATES AT HOPE HARBOR 5-123-5-00-210	SUSTANCE ABUSE TREATMENT	120.00	
					WARRANT TOTAL		120.00
					GRAND TOTAL		899,981.52

START DATE: 08/22/2025 END DATE: 08/28/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

001	GENERAL	127,562.31
106	OPIOID SETTLEMENT	3,557.84
108	COUNTY HEALTH	6,162.12
115	EQUIPMENT RESERVE	77,151.14
118	TREASURER TECH FUND	40.99
123	JUVENILE CRIME PREVENTION	240.00
125	CPJJ	11,867.38
126	COMM CORR ADULT	746.79
127	COMM CORR ADULT NON GRANT	2,436.78
133	ROAD & BRIDGE	340,880.13
135	COMM CORR OPIOID	17,422.70
136	COMM CORR JUVENILE	318.14
137	LOCAL SERVICE ROAD & BRIDGE	233.32
138	JUV INTAKE & ASSESSMENT	1,682.30
139	JDC: FAMILY STRONG	742.00
144	PALS (PETS AND LOVING SENIORS	1,126.46
145	COUNCIL ON AGING	6,372.55
146	COUNTY TREASURER SPECIAL	3,047.33
147	MEMORIALS (COA)	2,081.94
155	LSR CAPITAL EQUIP RESERVE	140.00
160	SOLID WASTE MANAGEMENT	2,246.19
194	VIOLENT OFFENDERS	3,152.04
195	JUVENILE DETENTION	13,500.00
198	SPECIAL GRANTS	554.90
210	SEWER DISTRICT 1: HIGH CREST	11.67
215	CAPITAL IMPROVEMENTS	4,860.00
220	CAP IMPR: RD & BRIDGE	271,844.50
	TOTAL ALL FUNDS	899,981.52

Leavenworth County Request for Board Action

Date: 08/21/2025

From: Register of Deeds

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Transfer funds of \$34,000.00 for Public Works road records / Planning and Zoning parcel files scanning project. Also, \$58,000.00 for Appraiser's aerial photography contract. Transfer out from Register of Deeds, ROD Tech: \$92,000.00 to BOCC Equipment Reserve fund (income)

Recommendation: Approval

Analysis: As Register of Deeds, I am authorized by K.S.A. 28-115a (a-h) to transfer funds to the Leavenworth County Board of County Commissioners Equipment Reserve fund when a balance exceeds \$50,000.00 in the ROD Tech fund.

The Register of Deeds office uses road records, parcel files, and aerial photography in our daily duties. In order to lower the General Fund expenses to three other Leavenworth County departments, this transfer will help all departments with work requirements by shared resources from the Register of Deeds office.

This request is for a onetime transfer of \$92,000.00 by Board Order from Register of Deeds, ROD Tech: Transfer Out fund into BOCC Equipment Reserve fund (income).

Alternatives: Deny, Table

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: (Transfer between funds) \$92,000.00

Additional Attachments:

Contracts for Scanning America and Eagleview



August 4, 2025

John Jacobson
Director Planning and Zoning
Leavenworth County
300 Walnut, Ste. 212
Leavenworth, KS 66048

Re: Parcel & Subdivision File Scanning

Mr. Jacobson,

Thank you for your interest in the services provided by Scanning America, Inc. and for the opportunity to visit the Planning & Zoning Department to review files with your staff. Based upon my review of your files and conversations with you staff, Scanning America is providing you with the following quotation for services.

Parcel Files

Based upon our review, we anticipate that these files will fill approximately 110 boxes, each with approximately 1,500 scanned images. We believe that the approximate total number of scanned images generated from the Parcel Files will be 165,000. Of course, this is strictly an estimated and you will be invoiced for the actual number of scanned images created.

Once scanned, each parcel file will be named with the Parcel ID. It was discussed that we might create a folder/directory structure using elements of the Parcel ID and this can be done at no additional cost, assuming the only required data for creating the folder structure comes directly from the Parcel IDs.

Subdivision Files

In our review of these files, we estimate approximately 120 folders containing roughly 40,000 scanned images, some of which are folded blueprints. We estimate that there are 3-4 blueprints per file. We estimate approximately 26 boxes of Subdivision Files.

Once scanned, we will index the scanned Subdivision Files with the Subdivision Name.

Pick-up & Boxing

On a mutually agreed upon date, Scanning America employees will arrive at the Planning & Zoning Department to pick up the files. Scanning America will supply the file boxes and the labor to fill each box. Each box will be labeled with the range of contents. Scanning America will issue a pick-up receipt indicating the number of boxes filled and taken off-site to Scanning America's secure processing facility located in Lawrence, Kansas.

On-Demand Requests

While your files are in Scanning America's possession, we will allow your staff to request and receive specific files from us on-demand. Your staff will simply email filerequest@scanningamerica.com and indicate which file they need. The requested file will then be prepped, scanned and uploaded to an account we will create for Leavenworth County Planning and Zoning on our SFTP site. Once the requested file has been uploaded, your staff will be notified that it is ready for them to download.

Prep & Scanning

All files will be prepped for scanning by Scanning America staff. This process includes placing a bar-code at the front of each file and removing all pages from folders, staple removal, paperclip removal and repair of torn edges.

Boxes of prepped files will then be routed for interactive scanning. We'll scan the front and back of every piece of paper in black and white, as well as in color. All blank backside images will be deleted and not delivered to you.

Delivery

Scanning America will deliver the scanned files to the Planning & Zoning Department on an encrypted thumb drive.

Deprep

After scanning, all pages will be placed loosely back into their original boxes, in their original order. Pages will not be placed back into file folders but the contents from each file folder will be separated by a light green piece of paper with a large barcode printed on it. All of the original file folders will be placed at the rear of each box.

Storage

Scanning America will store your boxes of scanned files for up to 60 days following the completion of the project at no cost. After 60 days, if the files are still in Scanning America's possession quarterly storage fees will begin to accrue. At any time during the 60-day period or after, Scanning America can schedule to return the boxes to you if that is your desire. We can also arrange secure destruction of the files, but only with direct written instruction from the Leavenworth County Planning & Zoning Department.

Project Fees

UNIT PRICING	
Description	Unit Price
Pick-up & Transportation Fee	\$375.00 one-time fee
Optional Supply Boxes & Labor to Fill Boxes	\$13.00 per box
Prep, Scanning & Image QA – pages up to 11"x17"	\$0.10 per scanned image
Prep, Scanning & Image QA – pages larger 11"x17" (including blueprints)	\$2.85 per scanned image
Indexing Parcel Files with Parcel ID Number (15 digits)	\$0.25 per Parcel File
Indexing Subdivision Files with Subdivision Name	\$0.35 per Subdivision File
Optional OCR to Create Text-Searchable PDF Files	\$0.01 per scanned image
Delivery via Encrypted Thumb Drive	\$95.00 one-time fee
60-Days Post Project Box Storage*	included
Optional Additional Storage, beyond 60 days	\$5.00 per box, per quarter
Optional Secure Destruction of Scanned Files	\$8.75 per box
Optional Return of Boxes of Scanned Files	\$375.00 one-time fee
Up to 5 On-Demand File Request per Week	included
Additional File Request, beyond 5 per Week	\$24.00 per file requested

**After scanning, loose paper from file folders will remain at the front of each box, with the paper from each file separated from the paper from the next file with color coded bar-coded separator sheets - empty file folders will be at the rear of each box.

Estimated Total Project Cost*

WHOLESALE UNIT PRICING			
Description	Unit Price	Estimated Quantity	Sub-Total
Pick-up & Transportation Fee (By SA), no 3rd Party Freight Company)	\$375.00 one-time fee	1	\$4,300.00
Optional Supply Boxes & Labor to Fill Boxes	\$13.00 per box	136	\$1,768.00
Prep, Scanning & Image QA – pages up to 11"x17"	\$0.10 per scanned image	205,000	\$20,500.00
Prep, Scanning & Image QA – pages larger 11"x17" (including blueprints)	\$2.85 per scanned image	480	\$1,368.00
Indexing Parcel Files with Parcel ID Number (15 digits)	\$0.25 per Parcel File	20,000	\$5,000.00
Indexing Subdivision Files with Subdivision Name	\$0.35 per Subdivision File	120	\$42.00
Optional OCR to Create Text-Searchable PDF Files	\$0.01 per scanned image	205,400	\$2,054.00
Delivery via Encrypted Thumb Drive	\$95.00 one-time fee	1	\$95.00
60-Days Post Project Box Storage	included	-	included
Up to 5 On-Demand File Request per Week	included	-	included
Optional Return of Boxes of Scanned Files	\$375.00 one-time fee	1	\$375.00
Estimated Project Total Cost			\$35,502.00

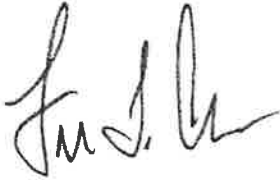
OPTIONAL SERVICES			
Description	Unit Price	Quantity	Sub-Total
Optional Additional Storage beyond 90-days	\$5.00 per box, per quarter	136	\$544.00
Optional Certified Document Destruction	\$8.75 per box	136	\$1,190.00
Optional: Place Paper Loosely Back into File Folders (no re-stapling, no re-attaching to file folder prongs)	\$0.02 per scanned image	205,000	\$4,100.00
Optional On-Demand File Requests, beyond 5 per week	\$22.00 per request in excess of 10 per week	unknown	-

*Quantities are only estimated. Invoices will reflect actual quantities.

Conclusion

We appreciate this opportunity to provide services to the Leavenworth County Planning & Zoning Department. Once you have had an opportunity to review this proposal, please let me know if you have any questions or would like to schedule a call to discuss.

Sincerely,



Lee Embrey
VP of Business Development
Scanning America, Inc.
lee@scanningamerica.com



**SOC 2
TYPE II
CERTIFIED**



CUSTOMER NAME:	Leavenworth County, KS
ATTN:	Soma San
CUSTOMER ADDRESS:	300 Walnut Street, Suite 030 Leavenworth, Kansas 66048
CUSTOMER PHONE:	(913) 758-6780
CUSTOMER E-MAIL:	ssan@leavenworthcounty.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.



1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.



2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. **Fees.** Customer will pay undisputed Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. **Pricing Changes.** If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. **Termination; Suspension.** Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or



assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, any request under the Kansas Open Records Act, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure to the extent reasonably possible and legally permitted as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY



SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) business days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.



9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to: Mr. Weber and to ATTENTION COUNTY COUNSELOR and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy



policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]



CUSTOMER	EAGLEVIEW
LEAVENWORTH COUNTY, KS	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include references to or language for all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Anti-Discrimination Clause: EagleView 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 EagleView 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; (f) if it is determined that EagleView 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 Customer.

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

Termination for Convenience. The Customer may, when the interests of the Customer so require, terminate this contract in whole or in part, for the convenience of the Customer and shall be responsible to pay the remainder of fees or costs for any project delivered or performed. The Customer shall give written notice of the termination to EagleView specifying the part of the contract terminated at least 30 days prior to the termination effective date

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

All costs and expenses incurred by EagleView for Products and Services delivered to the Customer and for flights already flown prior to EagleView's receipt of the notice of termination, plus a reasonable profit for said work.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	Leavenworth County, KS
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and Leavenworth County, KS.	

ORDER #
LC-10010271

BILL TO
Leavenworth County, KS
Bob Weber
300 Walnut Street
Leavenworth, Kansas 66048
(913) 684-0440
bweber@leavenworthcounty.org

SHIP TO
Leavenworth County, KS
Soma San
300 Walnut Street, Suite 030
Leavenworth, Kansas 66048
(913) 758-6780
ssan@leavenworthcounty.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1217987	Ryan Poots	Biennial

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
6	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.



1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
500	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho & Oblique Frames - 3in	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.

REFRESH 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
6	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
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1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
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REFRESH 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
6	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.



1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
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FEES

Due at Initial Activation of Services	\$55,998.00
Due at First Anniversary of Initial Activation of Services	\$55,998.00
Due at Second Anniversary of Initial Activation of Services	\$55,998.00
Due at Third Anniversary of Initial Activation of Services	\$55,998.00
Due at Fourth Anniversary of Initial Activation of Services	\$55,998.00
Due at Fifth Anniversary of Initial Activation of Services	\$55,998.00

Non-Appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and



c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

Ownership of Delivered Orthogonal Imagery to Customer: Customer shall own the copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Order Form. EagleView shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView's possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Order Form remain the sole and exclusive property of EagleView.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornadoes rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



Leavenworth County, KS_LC-10010271_2025-01-17
6 of 7



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
LEAVENWORTH COUNTY, KS	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

BOARD ORDER 2025 – 11

**AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF LEAVENWORTH, KANSAS, TRANSFERRING FUNDS FROM THE
REGISTER OF DEEDS ROD TECH FUND TO THE BOARD OF COUNTY
COMMISSIONERS EQUIPMENT RESERVE FUND.**

Now, on this 3rd day of September 2025 the Board of County Commissioners of Leavenworth County, Kansas adopts the following Board Order:

That the Clerk of Leavenworth County, Kansas is hereby directed to cause the transfer of the sum of **Ninety-Two Thousand and no/100 Dollars (\$92,000.00)** from the Register of Deeds ROD Tech fund to the Board of County Commissioners Equipment Reserve fund.

Transfer Out: ROD Tech (D) 5-119-5-00-5
(C) 5-119-1-00-001

Transfer to: Equipment Reserve (C) 5-115-4-00-928
(D) 5-115-1-00-001

Dated this 3rd day of September 2025.

Board of County Commissioners
Of Leavenworth County, Kansas

Mike Smith, Chairman

Jeff Culbertson, Member

Mike Stieben, Member

Vanessa Reid, Member

Willie Dove, Member

ATTEST:

Fran Keppler, Leavenworth County Clerk

**Leavenworth County
Request for Board Action
Resolution 2025-30
Rezoning from RR-5 to RR-2.5**

Date: September 3, 2025
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

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

Action Requested:

Chairman, I find that the rezoning request complies with the Golden Factors and move to adopt Resolution 2025-30 and approve the rezoning as outlined in Case DEV-25-074 based on the recommendation of the Planning Commission and the findings as set forth in the Staff Report.

Analysis: The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5 for both parcels. Surrounding parcels are residential and agricultural in nature but are primarily 5 acres or greater in size. However, there are properties within the 1000-foot buffer zone that have 1-3 acres, which does not match the current zoning. The Comprehensive Plan identifies the future land use of this area as RR-2.5. When taking all factors into account, staff is supportive of the request.

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to recommend approval of Case No. DEV-25-074 (Resolution 2025-30) rezoning request from RR-5 to RR-2.5.

Alternatives:

1. Approve case DEV-25-074 (Resolution 2025-30), Rezoning Request from RR-5 to RR-2.5 with Findings of Fact with a majority vote; or

Motion: Chairman, I find that the rezoning request complies with the Golden Factors and move to adopt Resolution 2025-30 and approve the rezoning as outlined in Case DEV-25-074 based on the recommendation of the Planning Commission and the findings as set forth in the Staff Report.

2. Deny case DEV-25-074 (Resolution 2025-30), Rezoning Request from RR-5 to RR-2.5 with Findings of Fact by overriding the Planning Commission's recommendation with a 2/3 majority vote; or

Motion: Chairman, I find that the rezoning request does not comply with Golden Factors (LIST FACTORS) and move to deny Resolution 2025-30 and deny the rezoning as outlined in Case DEV-25-074.

3. Revise or Modify the Planning Commission Recommendation to Resolution 2025-30, Rezoning Request from RR-5 to RR-2.5 with Findings of Fact with a 2/3 majority vote; or

Motion: Chairman, I find that the rezoning request complies with the Golden Factors based on the findings as set forth in the Staff Report and as adopted by the amended Planning Commission recommendation. I move to adopt Resolution 2025-30 and approve the rezoning as outlined in Case DEV-25-074 with the following revisions (LIST REVISIONS).

4. Remand the case back to the Planning Commission with a majority vote and a statement specifying the basis for the Board failure to approve or disapprove.

Motion: Chairman, I move to remand Case No. DEV-25-074 back to the Planning Commission for additional review due to (STATE THE REASON(S) THE BOCC CANNOT APPROVE OR DISAPPROVE THE MATTER).

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

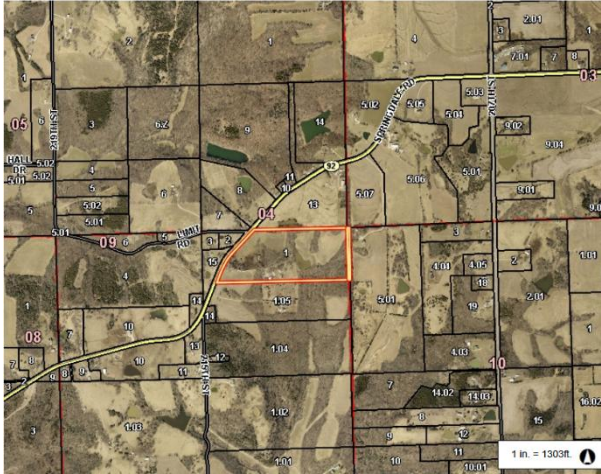
CASE NO: DEV-25-074 Van Zee Rezone

August 13, 2025

REQUEST: *Public Hearing Required*

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

SUBJECT PROPERTY: 21443 Springdale Rd.



STAFF REPRESENTATIVE:

JOSHUA SCHWEITZER
Development Planner

APPLICANT/APPLICANT AGENT:

Joe Herring
Herring Surveying Company

PROPERTY OWNER:

Scott & Michelle Van Zee
21443 Springdale Rd.
Easton, KS 66020

CONCURRENT APPLICATIONS:
N/A

LAND USE

ZONING: RR-5 to RR-2.5

FUTURE LAND USE
DESIGNATION: RR-2.5

SUBDIVISION: N/A

FLOODPLAIN: N/A

LEGAL DESCRIPTION:

Tracts of land in the Northeast quarter of Section 9, Township 9 South, Range 21 East of the 6th PM, in Leavenworth County, Kansas

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-25-074, Rezone for Van Zee, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-074, Rezone for Van Zee, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 45 & .80 ACRES

PARCEL ID NO:
112-09-0-00-00-001 & 112-10-0-00-00-006

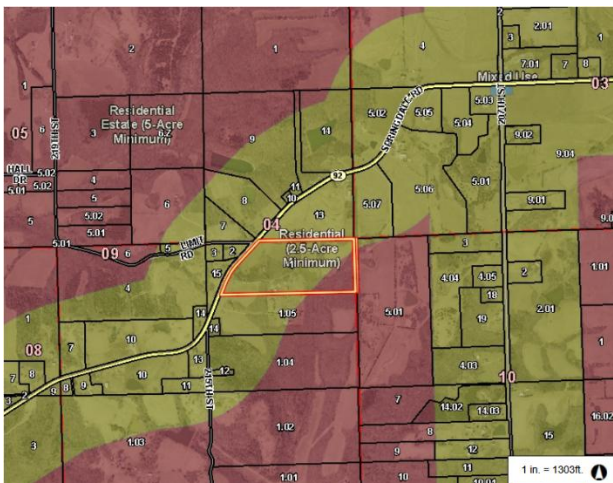
BUILDINGS:
Existing House & Outbuildings

PROJECT SUMMARY:

Request to rezone parcels at 21443 Springdale Road (PID: 112-09-0-00-00-001 & 112-10-0-00-00-006).

ACCESS/STREET:
Springdale Rd, State, Paved, $\pm 28'$;

Location Map: Future Land Use Designation Map



UTILITIES

SEWER: SEPTIC

FIRE: Alexandria

WATER: RWD #5

ELECTRIC: Freestate

NOTICE & REVIEW:

STAFF REVIEW: 8/5/2025

NEWSPAPER NOTIFICATION:
7/17/2025

NOTICE TO SURROUNDING
PROPERTY OWNERS:
7/23/2025

FACTORS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>		
The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Rezone request:	Met	Not Met
1. Character of the Neighborhood: <i>Density: Surrounding parcels range in size from one acre to more than 78 acres. The area is not densely populated.</i> <i>Nearby City Limits: Easton is more than four miles to the northwest.</i> <i>Initial Growth Management Area: This parcel is located within the Rural Growth Area.</i>	X	
2. Zoning and uses of nearby property: <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature.</i> <i>Adjacent Zoning: All adjacent properties are zoned RR-5, but there are properties that are 1-3 acres in size that does match current zoning.</i>	X	
3. Suitability of the Property for the uses to which it has been restricted: <i>The property is suitable for rural residences and agricultural uses.</i>	X	
4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning remains rural residential.</i>	X	
5. Length of time the property has been vacant as zoned: <input type="checkbox"/> Vacant: <input checked="" type="checkbox"/> Not Vacant: <i>The parcel has an existing house and outbuildings</i>	X	
6. Relative gain to economic development, public health, safety and welfare: <i>The rezoning does not impact economic development, public health, safety or welfare. In the event the parcel were to be developed as a rural subdivision, an additional number homes could potentially be constructed which may have a positive impact on economic development.</i>	X	
7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Rural Residential – 2.5 acre</i> <i>Section 4 Land Use and Development Plan Strategies: The proposed use is compatible with the future land use designation.</i>	X	

STAFF COMMENTS:

The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5 for both parcels. Surrounding parcels are residential and agricultural in nature but are primarily 5 acres or greater in size. However, there are properties within the 1000-foot buffer zone that have 1-3 acres, which does not match the current zoning. The Comprehensive Plan identifies the future land use of this area as RR-2.5. When taking all factors into account, staff is supportive of the request.

PROPOSED MOTIONS:

1. Approve case DEV-25-074, a request to rezone the property at 21443 Springdale Rd. (as presented) from RR-5 to RR-2.5 with Findings of Fact with a majority vote; or

Motion: Chairman, I find that the rezoning request complies with the Golden Factors and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-074 based on the recommendation of Planning Staff and the findings as set forth in the Staff Report.

2. Deny case DEV-25-074, a request to rezone the property at 21443 Springdale Rd (as presented) from RR-5 to RR-2.5 without Findings of Fact with a majority vote; or

Motion: Chairman, I find that the rezoning request does not comply with Golden Factors (LIST FACTORS) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-074.

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

Motion: Chairman, I move to table Case No. DEV-25-074 to (Date and Time) requesting additional information for (STATE THE REASON(S)).

ATTACHMENTS:

A: Application & Narrative

B: Zoning Map

C: Memorandums

REZONING APPLICATION

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

Office Use Only

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

APPLICANT/AGENT INFORMATION

NAME Joe Herring
ADDRESS 315 North 5th Street
CITY/ST/ZIP Leavenworth, KS 66048
PHONE 913-651-3858
EMAIL herringsurveying@outlook.com
CONTACT PERSON Joe

OWNER INFORMATION (If different)

NAME VAN ZEE, SCOTT R & MICHELLE J
ADDRESS 21443 SPRINGDALE RD
CITY/ST/ZIP Easton, KS 66020
PHONE N/A
EMAIL N/A
CONTACT PERSON Joe

PROPOSED USE INFORMATION

Proposed Land Use Agriculture and Rural Residential
Current Zoning RR-5 Requested Zoning RR 2.5
Reason for Requesting Rezoning To match future use plan while creating 2 new build site for family and keeping the majority of the property with the current farm.

PROPERTY INFORMATION

Address of Property 21443 SPRINGDALE RD
Parcel Size 45 Acres
Current use of the property Agriculture and Rural Residential
Present Improvements or structures Agriculture Structures and Residence
PID 112-09-0-00-00-001

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

Signature Joe Herring - digitally signed 6-30-25 Date 6/30/25

ATTACHMENT A

Entered in the transfer record in my office this

31 day of March 2017
Janet Klamm
County Clerk
by B. Jones

Kansas Secured Title
360 Santa Fe
Leavenworth, KS 66048

TX0011658

GENERAL WARRANTY DEED
(Statutory)

John L. Robinson and Genise L. Robinson, husband and wife

convey and warrant to

Scott R. Van Zee and Michelle J. Van Zee, husband and wife, as joint tenants with the right of survivorship and not as tenants in common all the following REAL ESTATE in the County of LEAVENWORTH, and the State of Kansas, to-wit:

PARCEL I

The Northeast Quarter of Section 9, Township 9 South, Range 21 East of the Sixth P.M., less one and a half acres, more or less, described as follows: Beginning at a point 78 rods North of the Southwest corner of said Quarter Section; thence East 13 rods; thence South 18 rods; thence West 13 rods to the West boundary line of said Quarter Section; thence North 18 rods on the West line of said Quarter Section to the place of beginning. Also excepting a 10 acre tract, more or less, or that part lying North and West of Kansas State Highway 92, less any part taken or used for road, in Leavenworth County, Kansas.

Also excepting:

A tract of land in the South Half of the Northeast Quarter of Section 9, Township 9 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest corner of said Northeast Quarter; thence North 01° 57' 31" West, an assumed bearing, for a distance of 1,000.00 feet along the West line of said Northeast Quarter to the Southwest corner of cemetery tract recorded in Deed Book 469, Page 785; thence North 87° 45' 57" East for a distance of 2650.46 feet along the South line of said cemetery tract and extending Eastward to the East line of said Northeast Quarter, said point being a 1/2" Bar with Cap No. 1296; thence South 02° 26' 37" East for a distance of 1,000.00 feet along said East line to the Southeast corner of said Northeast Quarter, said point being a survey stone found; thence South 87° 45' 57" West for a distance of 2658.93 feet along the South line of said Northeast Quarter to the point of beginning.

0359

And also excepting:

A tract of land in the Northeast Quarter of Section 9, Township 9 South, Range 21 East of the 6th P.M. Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence North 01° 57' 31" West, an assumed bearing, for a distance of 1,000.00 feet along the West line of said Northeast Quarter to the Southwest corner of the Bethel Cemetery property recorded in Deed Book 469, Page 785; thence North 87° 45' 57" East for a distance of 214.00 feet along the South line of said Bethel Cemetery to the TRUE POINT OF BEGGING; thence North 01° 57' 31" West for a distance of 297.00 feet along the East line of said Bethel Cemetery to a 1/2" Bar with Cap No. 1296; thence South 87° 45' 57" West for a distance of 182.76 feet along the North line of said Bethel Cemetery to the existing center line of said K-92 Highway as established from the center line markings: thence Northeasterly for a distance of 459.78 feet along said existing center line of said Highway as established from the center line markings; thence North 87° 45' 57" East for a distance of 2434.97.10 feet to the East line of said Northeast Quarter, said point being a 1/2" Bar with Cap No. 1296; thence South 02° 26' 37" East for a distance of 720.00 feet along said East line to a 1/2" Bar with Cap No. 1296; thence South 87° 45' 57" West for a distance of 2436.46 feet to the point of beginning. Intent of above legal description to described a tract of land being bounded on the West by the Easterly right-of-way of K-92 Highway, on the South by property owned by Joel Uptain, and bordering the lines of the Bethel Cemetery property deeded in Book 469, Page 785. K-92 is a state highway that has a 66 foot right-of-way. No recorded information was discovered from the Leavenworth County Register of Deeds, KDOT or the Kansas Bureau of Right-of-ways referencing the deed for said right-of-way. The above legal description describes the center line of the existing pavement and center line markings of said K-92 Highway. As per survey dated March 6, 2002 by Herring Surveying #K-01-111.

AND

PARCEL II

A strip of land 30 feet wide and the full length North and South off the West side of the Northwest 1/4 of Section 10, Township 9 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

LESS

The South 1720 feet of the West 30 feet of the Northwest 1/4 of Section 10, Township 9 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

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

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

AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner
COUNTY OF LEAVENWORTH
STATE OF KANSAS

We/I Scott Van Zee and Michelle Van Zee

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -
21443 Springdale Rd Easton KS 66020, and that we authorize the
following people or firms to act in our interest with the Leavenworth County Planning
and Zoning Department for a period of one calendar year. Additionally, all statements
herein contained in the information herewith submitted are in all respects true and correct
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring - Herring Surveying Company 315 N. 5th Street, Leavenworth,
KS 66048, 913-651-3858

2)

Signed and entered this 22 day of April, 2025
Michelle Van Zee, 21443 Springdale Rd Easton KS 66020 620-546-7821
Scott Van Zee 21443 Springdale Rd Easton KS 66020 630-546-4131

Print Name, Address, Telephone

Scott Van Zee Michelle Van Zee
Signature

STATE OF KANSAS)

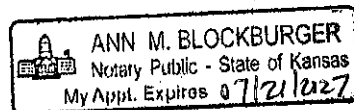
) SS

COUNTY OF LEAVENWORTH)

Be it remembered that on this 22 day of April, 2025, before me, a notary public in and
for said County and State came Scott & Michelle Van Zee to me
personally known to be the same persons who executed the forgoing instrument of writing, and
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand
and affixed my notary seal the day and year above written.

NOTARY PUBLIC

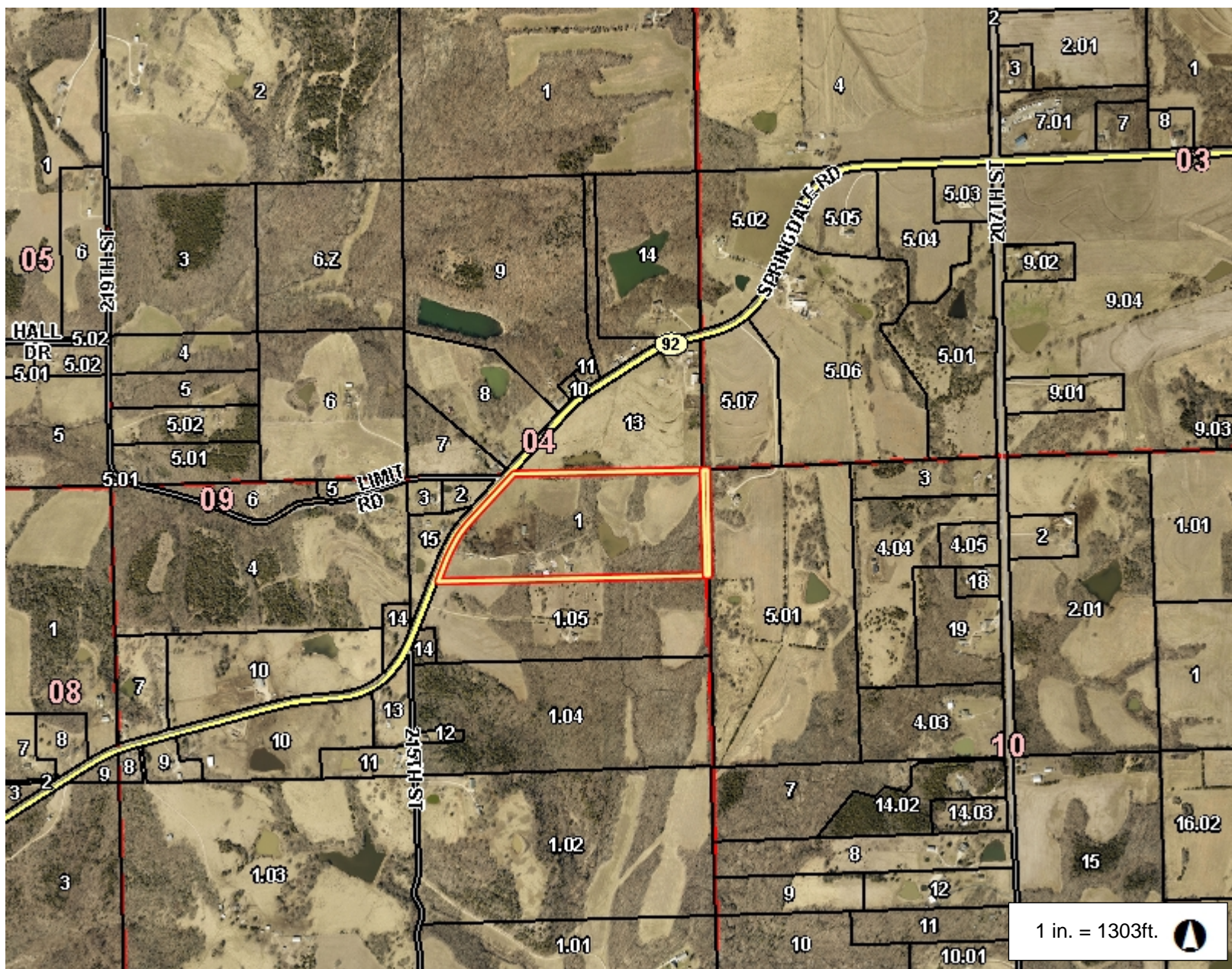
Ann M. Blockburger
















My Commission Expires: 07/21/2027

(seal)

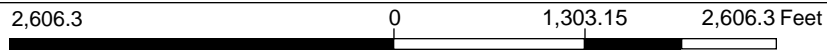
Leavenworth County, KS



Legend

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

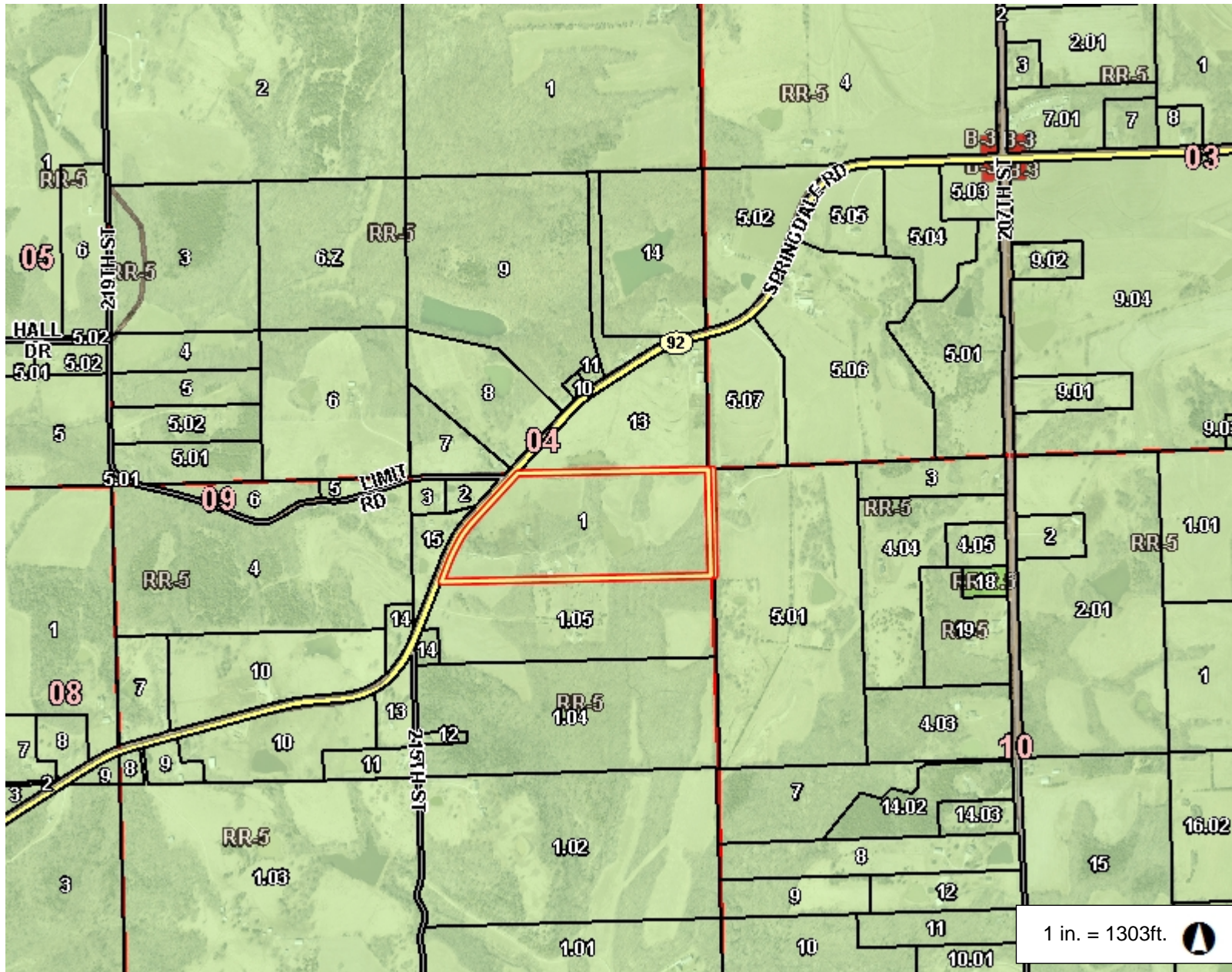
Notes



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Leavenworth County, KS



Legend

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

Notes

2,606.3 0 1,303.15 2,606.3 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Schweitzer, Joshua

From: McAfee, Joe
Sent: Monday, July 7, 2025 2:11 PM
To: Schweitzer, Joshua; Brown, Misty; Khalil, Jon; Noll, Bill
Cc: PZ
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

Josh,
PW Engineering has no comment on the RZ.

From: Schweitzer, Joshua
Sent: Tuesday, July 1, 2025 9:58 AM
To: Magaha, Chuck ; Miller, Jamie ; Dedeke, Andrew ; Brown, Misty ; Khalil, Jon ; Noll, Bill ; McAfee, Joe ; 'Steven Taylor [KDOT]' ; 'bolson642@gmail.com' ; 'tmgoetz@stjoewireless.com' ; 'rwd5leavenworthctyks@gmail.com' ; 'linedepartment@freestate.coop'
Cc: PZ
Subject: DEV-25-074 Rezone for Van Zee (Herring)

Good Morning,

The Department of Planning and Zoning has received an application for a rezoning regarding the property at 21443 Springdale Rd. from RR-5 to RR-2.5.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by July 16, 2025.

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

v / r

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

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Wednesday, July 9, 2025 10:05 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

Follow Up Flag: Follow up
Flag Status: Flagged

We have not received any complaints on this property.

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

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

From: Schweitzer, Joshua
Sent: Tuesday, July 1, 2025 9:58 AM
To: Magaha, Chuck ; Miller, Jamie ; Dedeke, Andrew ; Brown, Misty ; Khalil, Jon ; Noll, Bill ; McAfee, Joe ; 'Steven Taylor [KDOT]' ; 'bolson642@gmail.com' ; 'tmgoetz@stjoewireless.com' ; 'rwd5leavenworthctyks@gmail.com' ; 'linedepartment@freestate.coop'
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v / r

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

Schweitzer, Joshua

From: Dedেকে, Andrew
Sent: Tuesday, July 1, 2025 10:13 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

The sheriff's office has no objection.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Tuesday, July 1, 2025 9:58 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedেকে, Andrew <adedেকে@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Steven Taylor [KDOT]' <Steven.Taylor@ks.gov>; 'bolson642@gmail.com' <bolson642@gmail.com>; 'tmgoetz@stjoewireless.com' <tmgoetz@stjoewireless.com>; 'rwd5leavenworthctyks@gmail.com' <rwd5leavenworthctyks@gmail.com>; 'linedepartment@freestate.coop' <linedepartment@freestate.coop>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-074 Rezone for Van Zee (Herring)

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v / r

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

Schweitzer, Joshua

From: Tim Goetz <tmgoetz@stjoewireless.com>
Sent: Wednesday, July 2, 2025 8:57 AM
To: Schweitzer, Joshua
Cc: RWD5 Leavenworth Cty KS; Joe Herring
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

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.

RWD #5 does have a water main running parallel to Springdale Rd. I didn't see it on the drawing. Ask Joe Herring to show water easement. Thanks. If you have any questions please call me at 913-704-5899

From: "Schweitzer, Joshua"
Sent: 7/1/25 9:58 AM
To: "Magaha, Chuck" , "Miller, Jamie" , "Dedeke, Andrew" , "Brown, Misty" , "Khalil, Jon" , "Noll, Bill" , "McAfee, Joe" , "Steven Taylor [KDOT]" , "bolson642@gmail.com" , "tmgoetz@stjoewireless.com" , "rwd5leavenworthctyks@gmail.com" , "linedepartment@freestate.coop"
Cc: PZ
Subject: DEV-25-074 Rezone for Van Zee (Herring)

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The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by July 16, 2025.

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

v / r

Joshua J. Schweitzer

Development Planner

Leavenworth County Planning & Zoning

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465

Schweitzer, Joshua

From: Steven Taylor [KDOT] <Steven.Taylor@ks.gov>
Sent: Monday, July 14, 2025 11:05 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

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.

No Comments.

Steve Taylor Utility Coordinator
O:913-942-3049

Kansas Department of Transportation
District 1 Area 3
650 north K-7 Highway
Bonner Springs, Ks.
Steven.taylor@ks.gov | www.ksdot.gov
Follow Us: [Facebook](#) | [X \(formerly Twitter\)](#)



CONFIDENTIALITY AND PRIVILEGE NOTICE

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From: Schweitzer, Joshua
Sent: Monday, July 14, 2025 10:37 AM
To: Steven Taylor [KDOT] ; 'bolson642@gmail.com' ; 'linedepartment@freestate.coop'
Cc: Jacobson, John ; Allison, Amy
Subject: FW: DEV-25-074 Rezone for Van Zee (Herring)

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

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

v / r

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

Schweitzer, Joshua

From: Gary Willits <gary.willits@freestate.coop>
Sent: Wednesday, July 16, 2025 6:59 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-074 Rezone for Van Zee (Herring)

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.

FreeState Electric is fine with this property rezone request.
Thank you,
Gary Willits

Gary Willits
Staking Engineer



1-800-794-1989 | www.freestate.coop

From: Line Department
Sent: Tuesday, July 15, 2025 7:09 AM
To: Gary Willits
Subject: FW: DEV-25-074 Rezone for Van Zee (Herring)

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Monday, July 14, 2025 10:37 AM
To: 'Steven Taylor [KDOT]' <Steven.Taylor@ks.gov>; 'bolson642@gmail.com' <bolson642@gmail.com>; Line Department <linedepartment@freestate.coop>
Cc: Jacobson, John <JJacobson@leavenworthcounty.gov>; Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: FW: DEV-25-074 Rezone for Van Zee (Herring)

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

v / r

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

Schweitzer, Joshua

From: Frederick Hersey <fhersey@gmail.com>
Sent: Wednesday, July 23, 2025 2:10 PM
To: Schweitzer, Joshua
Subject: Re: DEV-25-074 Rezone for Van Zee (Herring)

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.

Mr. Schweitzer,

I've served as the fire chief of Alexandria since October. The wildland-urban interface presents a persistent challenge for fire departments. Open fields—such as 45 acres with a single house—are relatively straightforward to defend. Our focus is on protecting the structure and preventing the fire from jumping nearby roads.

However, when more parcels are introduced, that same land demands significantly greater manpower to safeguard each home. Compounding the issue, many property owners allow brush and debris to accumulate between parcels, which increases the available fuel load.

Last year, a fire broke out in the field behind the Walmart in Leavenworth. Under red flag conditions, that fire quickly threatened more than 20 homes. The surrounding houses directly bordered the burning field, placing them squarely in the path of the advancing flames. Leavenworth doesn't have enough fire protection to extinguish 20 homes simultaneously.

I hope that helps.

v/r,

Fred

On Wed, Jul 23, 2025 at 1:56 PM Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov> wrote:

Sir,

Also, I have two follow on questions. Will you be taking over as the fire chief for the Alexandria Township? The next question is could you describe what you mean by “significant exposure to wildland-urban interface?”

v / r

Joshua J. Schweitzer

Development Planner

Leavenworth County Planning & Zoning

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465

From: Frederick Hersey <phersey@gmail.com>
Sent: Wednesday, July 23, 2025 12:52 PM
To: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Subject: Re: DEV-25-074 Rezone for Van Zee (Herring)

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.

I apologize, this is my first time working with zoning. I'm fine with the proposed two plots at 2.5 with the remaining partial being at 5. I'm concerned about converting 45 acres to 2.5. It comes down to density generating either an exposure issue with structure fire or significant exposure to wildland-urban interface. There is also a lack of fire hydrants to offset the additional fire load.

v/r,

Fred

On Wed, Jul 23, 2025 at 12:37 PM Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov> wrote:

Sir,

The concept drawing that was attached is what they were proposing to do with the land. I believe they are splitting property off for family.

v / r

Joshua J. Schweitzer

Development Planner

Leavenworth County Planning & Zoning

RESOLUTION 2025-30

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

PARCEL I

The Northeast Quarter of Section 9, Township 9 South, Range 21 East of the Sixth P.M., less one and a half acres, more or less, described as follows: Beginning at a point 78 rods North of the Southwest corner of said Quarter Section; thence East 13 rods; thence South 18 rods; thence West 13 rods to the West boundary line of said Quarter Section; thence North 18 rods on the West line of said Quarter Section to the place of beginning. Also excepting a 10 acre tract, more or less, or that part lying North and West of Kansas State Highway 92, less any part taken or used for road, in Leavenworth County, Kansas.

Also excepting:

A tract of land in the South Half of the Northeast Quarter of Section 9, Township 9 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest corner of said Northeast Quarter; thence North $01^{\circ} 57' 31''$ West, an assumed bearing, for a distance of 1,000.00 feet along the West line of said Northeast Quarter to the Southwest corner of cemetery tract recorded in Deed Book 469, Page 785; thence North $87^{\circ} 45' 57''$ East for a distance of 2650.46 feet along the South line of said cemetery tract and extending Eastward to the East line of said Northeast Quarter, said point being a 1/2" Bar with Cap No. 1296; thence South $02^{\circ} 26' 37''$ East for a distance of 1,000.00 feet along said East line to the Southeast corner of said Northeast Quarter, said point being a survey stone found; thence South $87^{\circ} 45' 57''$ West for a distance of 2658.93 feet along the South line of said Northeast Quarter to the point of beginning.

And also excepting:

A tract of land in the Northeast Quarter of Section 9, Township 9 South, Range 21 East of the 6th P.M. Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence North $01^{\circ} 57' 31''$ West, an assumed bearing, for a distance of 1,000.00 feet along the West line of said Northeast Quarter to the Southwest corner of the Bethel Cemetery property recorded in Deed Book 469, Page 785; thence North $87^{\circ} 45' 57''$ East for a distance of 214.00 feet along the South line of said Bethel Cemetery to the TRUE POINT OF BEGGING; thence North $01^{\circ} 57' 31''$ West for a distance of 297.00 feet along the East line of said Bethel Cemetery to a 1/2" Bar with Cap No. 1296; thence South $87^{\circ} 45' 57''$ West for a distance

of 182.76 feet along the North line of said Bethel Cemetery to the existing center line of said K-92 Highway as established from the center line markings; thence Northeasterly for a distance of 459.78 feet along said existing center line of said Highway as established from the center line markings; thence North $87^{\circ} 45' 57''$ East for a distance of 2434.97.10 feet to the East line of said Northeast Quarter, said point being a 1/2" Bar with Cap No. 1296; thence South $02^{\circ} 26' 37''$ East for a distance of 720.00 feet along said East line to a 1/2" Bar with Cap No. 1296; thence South $87^{\circ} 45' 57''$ West for a distance of 2436.46 feet to the point of beginning.

Intent of above legal description to described a tract of land being bounded on the West by the Easterly right-of-way of K-92 Highway, on the South by property owned by Joel Uptain, and bordering the lines of the Bethel Cemetery property deeded in Book 469, Page 785. K-92 is a state highway that has a 66 foot right-of-way. No recorded information was discovered from the Leavenworth County Register of Deeds, KDOT or the Kansas Bureau of Right-of-ways referencing

the deed for said right-of-way. The above legal description describes the center line of the existing pavement and center line markings of said K-92 Highway. As per survey dated March 6, 2002 by Herring Surveying #K-01-111.

AND

PARCEL II

A strip of land 30 feet wide and the full length North and South off the West side of the Northwest 1/4 of Section 10, Township 9 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

LESS

The South 1720 feet of the West 30 feet of the Northwest 1/4 of Section 10, Township 9 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

WHEREAS, the request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 30th day of June, 2025, and

WHEREAS, the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing for Case DEV-25-074 upon the granting of such request for a Rezoning on the 13th day of August, 2025; and

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

WHEREAS, the Board of County Commissioners considered, in session on the 3rd day of September, 2025, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission and the findings of fact adopted by the Board of County Commissioners in regular session on the 3rd day of September, 2025, and incorporated herein by reference, it is hereby resolved that request for rezoning as described above, also known as 21443 Springdale Road, Parcel Identification Number 112-09-0-00-00-001 & 112-10-0-00-00-006, is hereby granted.
2. The Planning and Zoning Department of Leavenworth County, Kansas is hereby ordered to and directed to cause such designations to be made on the official District Map of Leavenworth County in its custody and to show property herein described to be now zoned RR-2.5. Said District Map previously incorporated by reference by Section 4 of the Zoning and Subdivision Regulations of the Leavenworth County, Kansas is hereby incorporated as part of the Zoning Resolution as amended.
3. This Resolution shall be in full force and effect from and after its adoption and publication in the Leavenworth Times.

Adopted this 3rd day of September, 2025
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST:

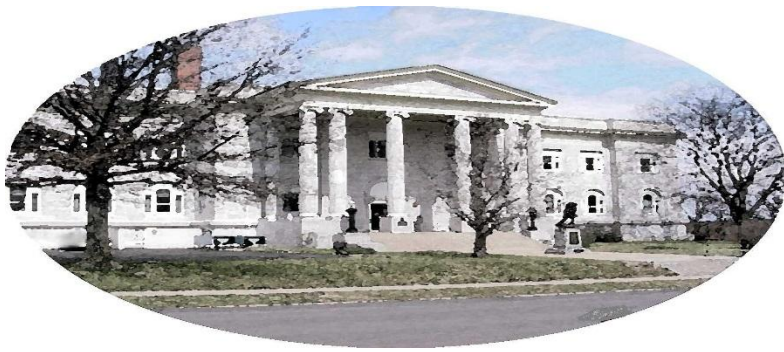
Jeff Culbertson, Member

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member



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 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, for any incentive there should not be a net negative impact on the County unless there is some offsetting improvement for the community. There should be an identifiable reason why the RHID is needed when compared to similar developments. The recipient should demonstrate the development does not financially work without the incentive (But For analysis).

I have reviewed the Fairlane Townhomes RHID and want to pass along some basic information for your consideration. This proposal is for an infill lot in Lansing. There are 21 total proposed units with an expected residency of 32 people when fully rented. The expected investment is estimated to be \$4,264,000.00. This is Phase II of this development with Phase I being completed in 2022.

The lot has several challenges that I believe would qualify the lot as blighted. It neighbors an area that would be considered heavy commercial or light industrial making residential development unlikely. There are drainage issues from existing development that must be mitigated prior to the lot being usable. The lot does neighbor the Phase I development of similar units which make other commercial/light industrial development unlikely.

The current development of Phase II is expected to exceed the cost of developing Phase I by approximately \$1,6423,000.00. Interest rates are more than double what they were at the time of construction of Phase I in 2022. While the costs have increased and the interest is significantly higher, the monthly lease rates for the units will be the same as in Phase I. The proposed RHID does not allow full recoupment of the difference in cost. I believe the financials demonstrate that without the RHID this project would not be financially feasible for the developer.

I have reviewed the benefit and impact calculations provided and find that they are as accurate as possible using their assumptions. Utilizing those assumptions and the County’s impact calculation I find that this development will not have a net negative impact on the County over the life of the RHID. The table below demonstrates that years 4 through 11 will have a slight negative impact but given the positive impact on the sales tax during construction the project never dips below a positive financial impact overall.

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	\$6,643	\$6,643
2026	0	0	\$0	\$0	\$6,643	\$6,643
2027	21	32	\$5,359	\$2,986	\$2,678	\$305
2028	21	32	\$10,718	\$4,817	\$5,355	(\$547)
2029	21	32	\$10,718	\$4,887	\$5,355	(\$477)
2030	21	32	\$10,718	\$4,958	\$5,355	(\$406)
2031	21	32	\$10,718	\$5,030	\$5,355	(\$334)
2032	21	32	\$10,718	\$5,105	\$5,355	(\$259)
2033	21	32	\$10,718	\$5,180	\$5,355	(\$184)
2034	21	32	\$10,718	\$5,257	\$5,355	(\$107)
2035	21	32	\$10,718	\$5,336	\$5,355	(\$28)
2036	21	32	\$10,718	\$5,416	\$5,355	\$52
2037	21	32	\$10,718	\$5,498	\$5,355	\$134
2038	21	32	\$10,718	\$5,581	\$5,355	\$217
2039	21	32	\$10,718	\$5,666	\$5,355	\$302
2040	21	32	\$10,718	\$5,753	\$5,355	\$389
2041	21	32	\$10,718	\$5,842	\$5,355	\$478
2042	21	32	\$10,718	\$5,932	\$5,355	\$568
2043	21	32	\$10,718	\$6,024	\$5,355	\$660
2044	21	32	\$10,718	\$6,118	\$5,355	\$754
			\$187,570	\$95,378	\$106,998	\$14,807

I utilized the same assumptions for cost of services and impact on county revenue as I did with the previous RHID review. 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. I only utilized the portion of expenditures funded with property tax. Once the full incentive ends in 2044 the estimated property tax collections for the county will be approximately \$80,500.00 annually while sales tax impact will be approximately \$5,400.00.

Given the nature of the Townhomes, I do not believe their construction will impact other residential construction in the County. I therefore do not believe there will be any increased pressure on other developments in the County.

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. There are factors other than financial that may create an adverse impact on the County but financially speaking I do not believe there will be an adverse impact.

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

**Leavenworth County
Request for Board Action**

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: 8/27/2025

Recommendation: Take whatever action as the Commission deems necessary.

Actions: 1. Board may adopt a Resolution to nullify the creation of the RHID

Motion: *Chairman, I find that the proposed Reinvestment Housing Incentive District has an adverse effect on Leavenworth County and move to adopt the proposed Resolution to nullify the creation of the RHID.*

2. The Board may make a motion allowing the creation of the RHID

Motion: *Chairman, I find that the proposed RHID has does not have an adverse effect on Leavenworth County and move to allow the creation of the Reinvestment Housing Incentive District Fairland Townhomes Phase II, as proposed.*

3. The Board may also take no action which will allow the creation of the RHID.

Analysis:

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 the County, but that is not an exhaustive list.

- The City of Lansing (“City”) and Greenamyre Rentals (“Developer”) have entered into a development agreement which provides for terms and conditions of the development which include:
 - Requiring that the property be utilized for residential purposes only in conformance with the approved development plan and comply with all applicable building and zoning, health, environmental and safety codes and law, and all other applicable laws, rules and regulations
 - The Developer may sell real estate in the district in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. The Developer is required to

notify the City not less than 30 days prior to the effective date of any sale or transfer.

- The Developer agrees to indemnify and hold the City harmless from actions arising out of the implementation of this project or the negligence or willful misconduct of the Developer.
 - The agreement also sets forth the City's rights and remedies in the event of a Developer Default Event, including the right to terminate the agreement and the right to terminate the Developer's right to reimbursement from RHID Incremental tax revenues.
- 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. 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 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.
 - This project includes funding from a Moderate-Income Housing ("MIH") grant in the amount of \$450,000.
 - The developer has no current tax incentives on this property 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, and there has been an average of 217 single family homes built in Leavenworth County in the last four years. An additional 92 homes are being built in 2025 through the month of June.
- However, there is 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 tax base as the majority of the Leavenworth County tax base is residential
- The proposed RHID does not retain or create quality jobs, but there is the potential for the creation of temporary jobs during the construction of the housing that would cease after the project is complete.
- The proposed RHID does not increase regional cooperation for development, and granting this RHID when the other parts of the county have developed without incentives 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 and 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 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.

RESOLUTION NO. 2025-31

**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. 1135 establishing the Fairlane Town Homes Phase II Reinvestment Housing Incentive District (“Proposed District”), upon the conclusion of the public hearing for said District on August 7, 2025; and

WHEREAS, pursuant to K.S.A. 12-5246(c)(3), the Leavenworth County Board of County Commissioners may render Ordinance No. 1135 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 **September 3, 2025**, which is within thirty (30) days of the closing of the public hearing on the Proposed District; and

WHEREAS, the Board of County Commissioners finds the Proposed District will have an adverse effect on Leavenworth County.

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

Section 1. The Board of County Commissioners hereby finds that the Proposed District will have the following adverse effects on Leavenworth County:

1. The negative fiscal impacts of the Proposed District on Leavenworth County exceed the benefits.
2. The proposed development is economically feasible without incentives and thus the proposed development creates additional cost for the county’s taxpayers unnecessarily.
3. Financial guarantees by the developer are insufficient to mitigate against default risk, thus creating a risk that county taxpayer dollars will be spent on a project with increased risk of default and wasted taxpayer funds.

Section 2. Effective Date. This resolution is effective upon approval by simple majority vote of the Board of County Commissioners of Leavenworth County, Kansas.

ADOPTED the 3rd day of September, 2025.

Adopted this 3rd day of September, 2025
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST:

Jeff Culbertson, Member

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY OF LANSING, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT) WITH A MAXIMUM OF \$851,570.

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

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

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

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

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

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

WHEREAS, Resolution No. B-10-2024 adopted by the Governing Body made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

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

WHEREAS, the Governing Body of the City has adopted Resolution No. B-6-2025, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 7, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on August 7, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing Body hereby finds that notice of the public hearing conducted August 7, 2025, was duly made in accordance with the provisions of the Act.

Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the real property legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*.

The District's boundaries do not contain any property not referenced in Resolution No. B-6-2025, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan and Development Agreement. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the approval of the Development Agreement (Fairlane

Town Homes Phase II Reinvestment Housing Incentive District) between the City and Greenamyre Rentals, Inc. is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Administrator. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Ordinance and the Development Agreement, as may be approved by the City Administrator, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on August 7, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Leavenworth County, Kansas or of Unified School District No. 469, Leavenworth County, Kansas (Lansing).

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.


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PASSED by the Governing Body of the City of Lansing, Kansas, and **SIGNED** by the Mayor on August 7, 2025.

(SEAL)



ATTEST:



Anthony R. McNeill, Mayor



Tish Sims, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT**

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;

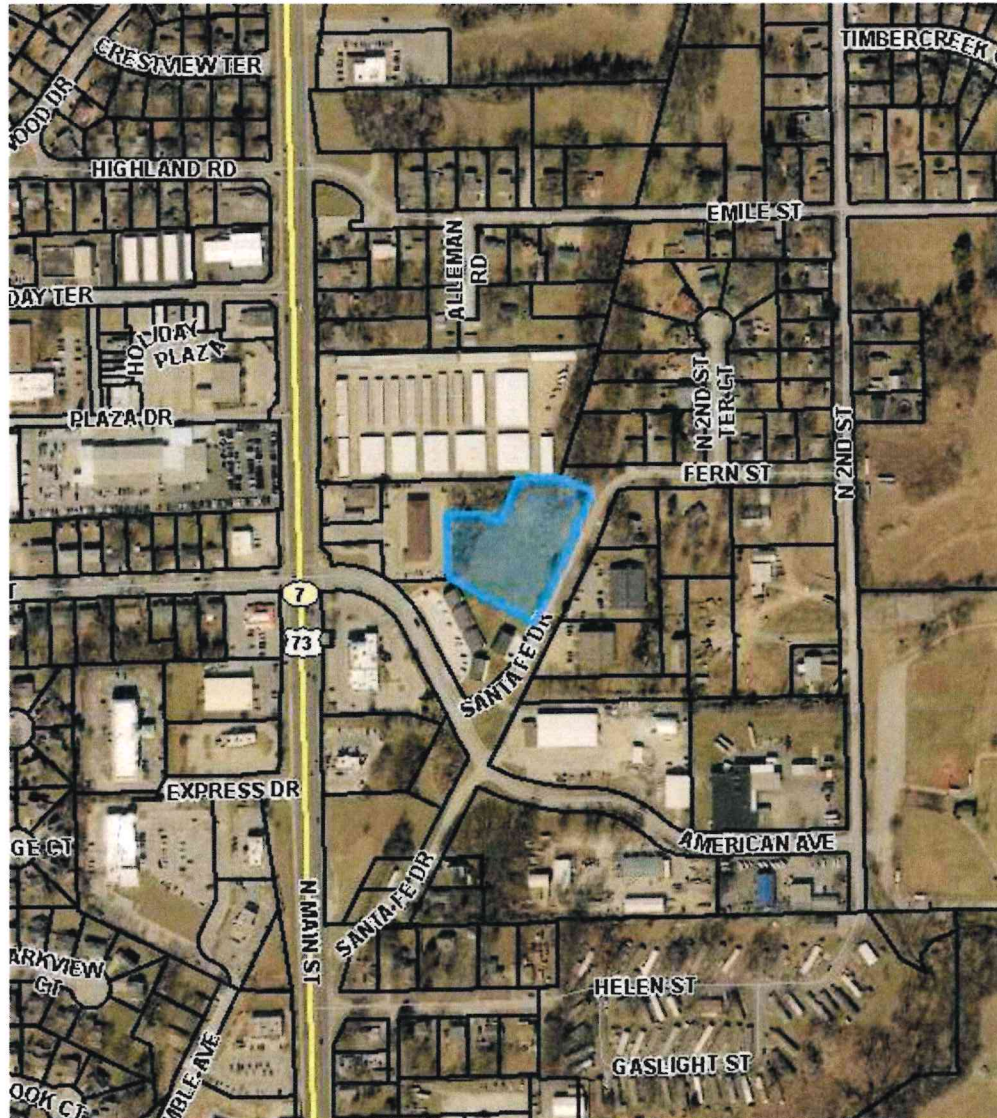
thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

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 REINVESTMENT HOUSING INCENTIVE DISTRICT**



Fairlane Town Homes Phase II - RHID

Jeremy Greenamyre, Vice President



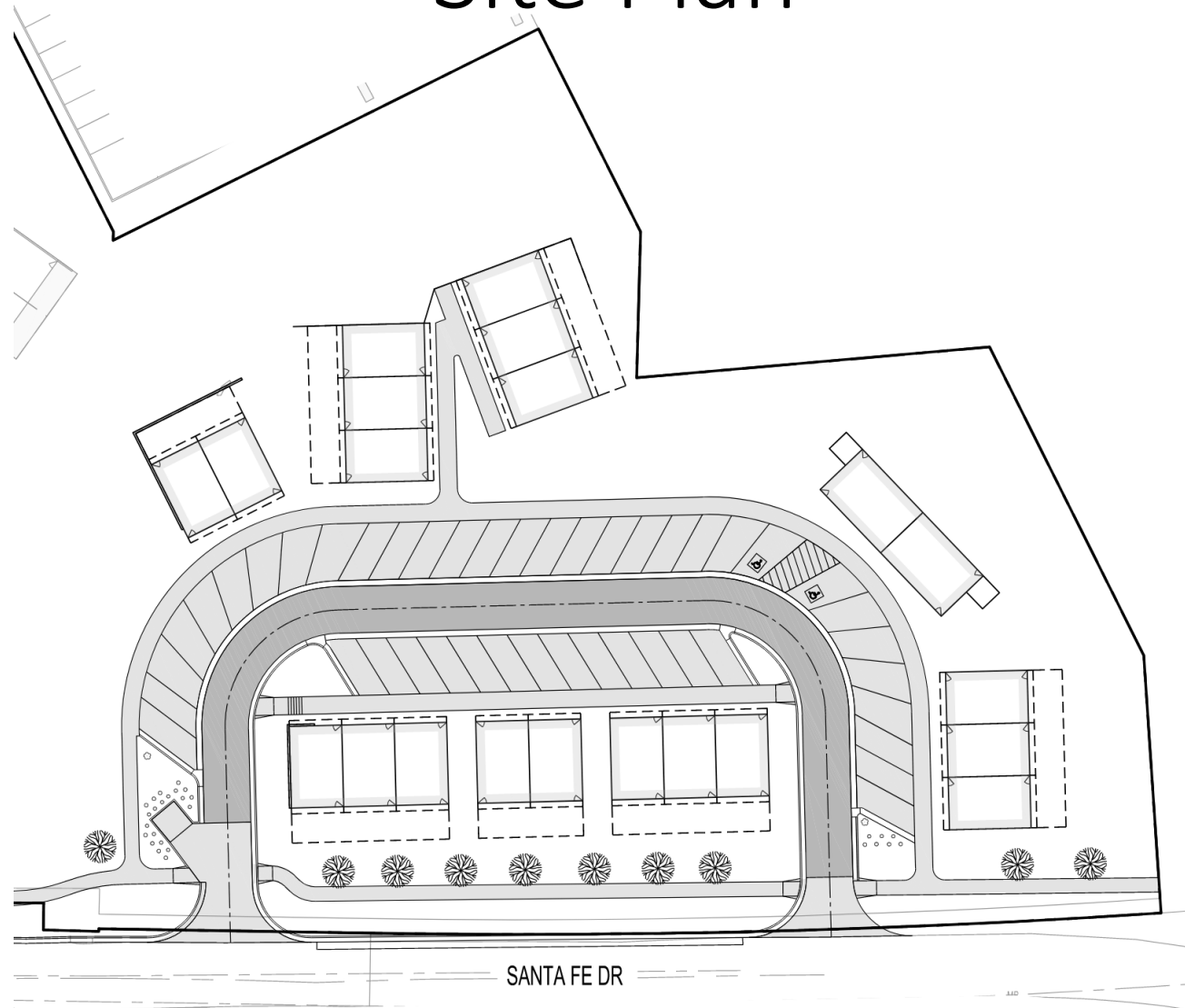
Fairlane Town Homes – Phase II

Project Overview

- 19 units – 2 bed/1.5 bath, about 1000 sq. ft. (same as Phase I)
- 2 units – 1 bed/1 bath, about 600 sq. ft., no steps
- Potential Construction Start: Fall 2025.
- Construction Timeline: 24 months.

Fairlane Town Homes - Phase II

Site Plan



Fairlane Town Homes – Phase I

Exterior Photos



Fairlane Town Homes – Phase I

Interior Photos



Fairlane Town Homes – Phase I

Interior Photos



Fairlane Town Homes – Phase II

Development Hurdles

- Construction Costs
- Rents not keeping up with inflation
- Interest Rates: January 2022 – 3.50% vs. Today – 7.50%
 - Every \$1mm adds \$2257/mo. in financing costs
 - Phase II = \$8,610/mo. additional cost (about \$410/mo. per unit!)
- More difficult site:
 - More site work required: grading, retaining walls.
 - Sewer extension.
 - No existing sidewalks, curb and gutter.
 - Multiple drainage issues: retention pond, \approx 6 acres off-site drainage.
 - Commercial and light industrial adjacent uses.



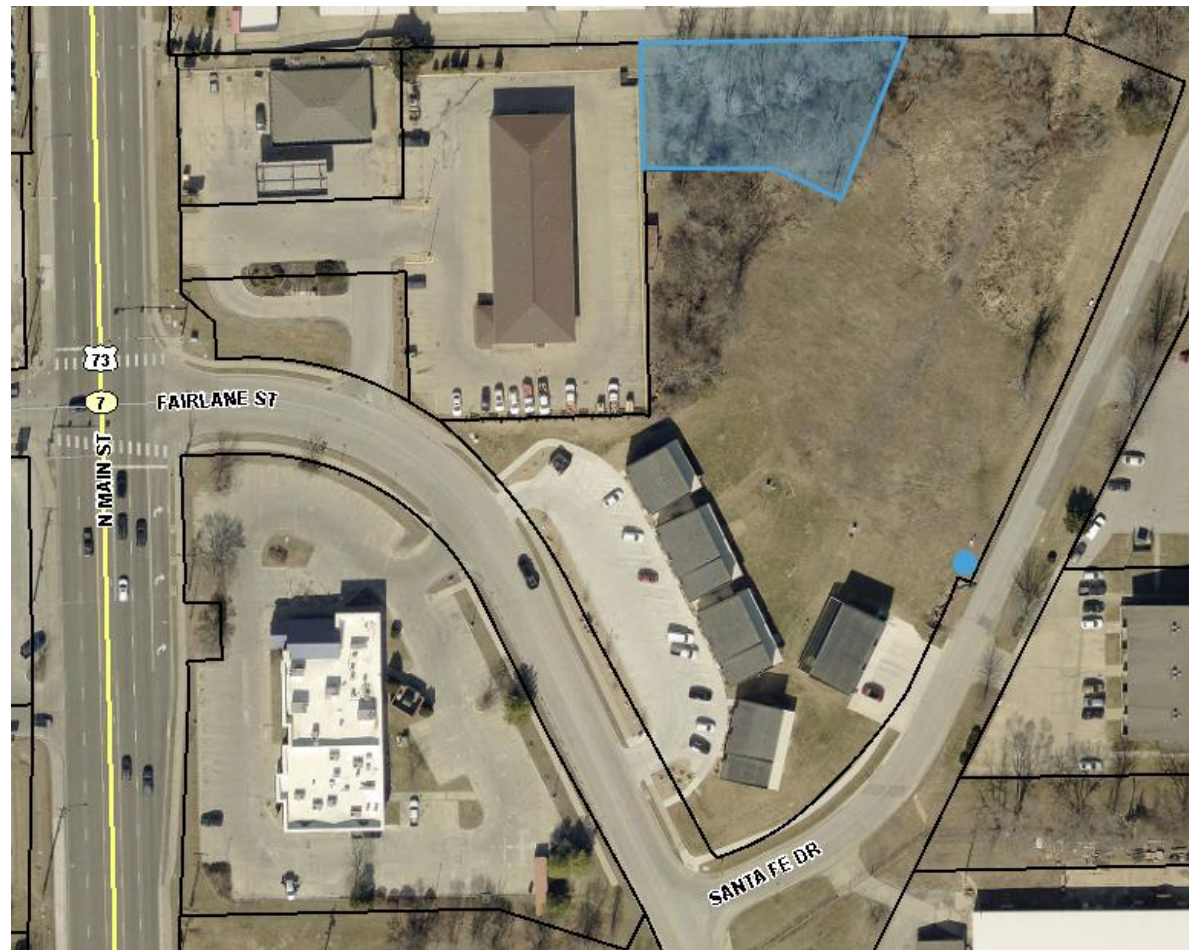
Fairlane Town Homes – Phase II Development Hurdles

Extend sidewalk, curb and gutters.

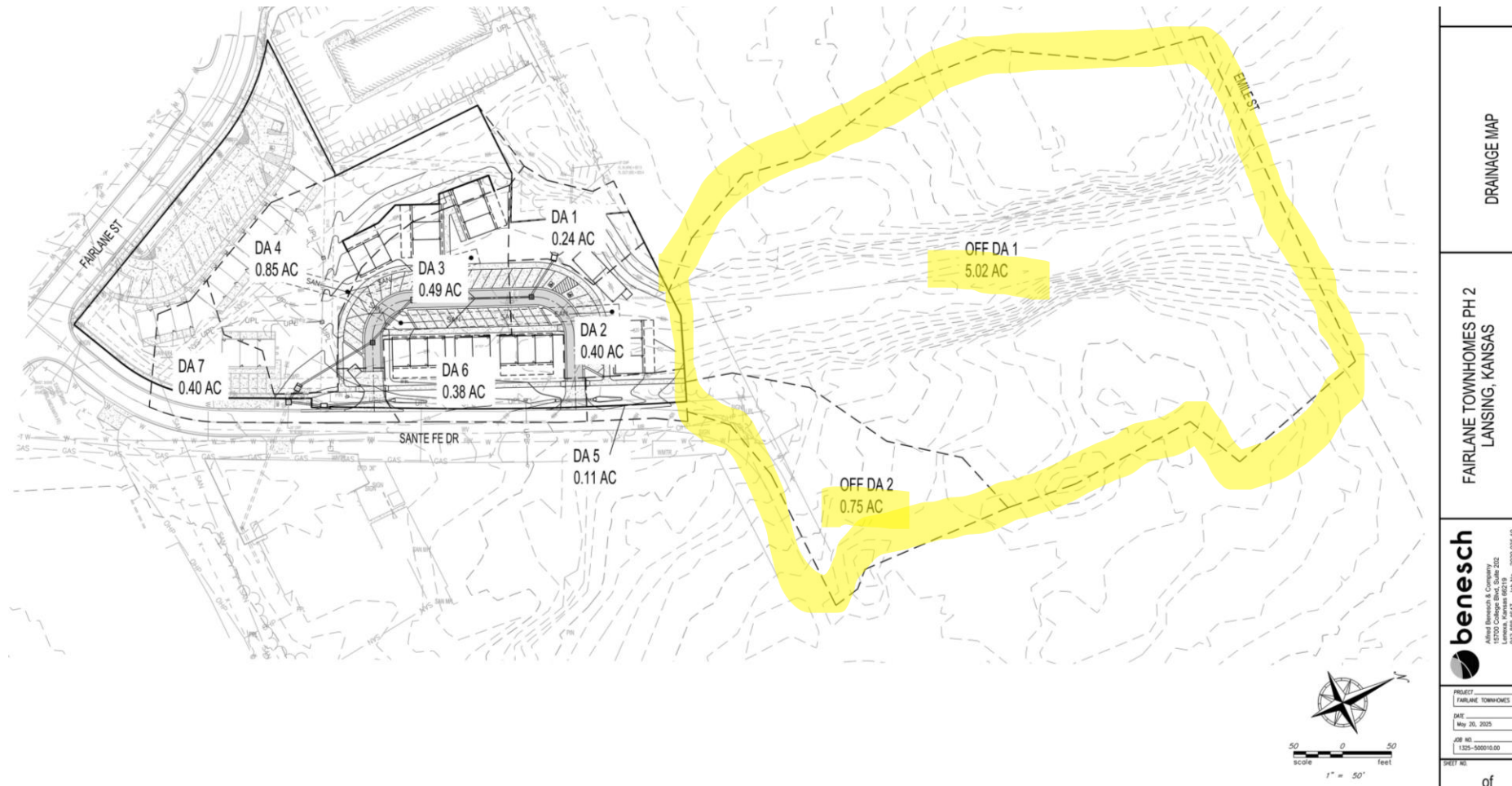


Fairlane Town Homes – Phase II Development Hurdles

- Hotel retention pond
 - Overflow gets hard piped
- \approx 6 acres of off-site drainage
 - Drainage gets hard piped



Fairlane Town Homes – Phase II Development Hurdles



Fairlane Town Homes – Phase II

Development Hurdles

- Engineer's estimates: "The project site requires substantial investment in infrastructure due to its location on low-lying, undeveloped land." Required improvements include:
 - 1,130 LF of Curb & Gutter (**395 LF along Santa Fe Dr.**)
 - 6,300 SF of Sidewalk (**1,785 SF along Santa Fe Dr.**)
 - **640 LF of Storm Sewer**
 - **640 LF of Sanitary Sewer**
 - 20,900 SF of Pavement
 - 700 LF of Water Line
- Engineer's Estimated Total Infrastructure Cost: \$765,000

Fairlane Town Homes – Phase II

Why RHID?

- Incentives are the only way to fill the funding gap.
 - Even with RHID, positive cash flow – ***Year 9.***
 - Even with RHID, breakeven (negative years vs. positive years) – ***Year 18.***

Fairlane Town Homes – Phase II

Potential Residents

- Phase I

- Average Occupancy: 1.55 people per unit
- Median Income: \$63,185 (79.1% AMI)
- Occupations:
 - Dealership support representative
 - Culinary chef
 - Military ministry
 - Account manager at VA
 - CGSC student
 - Teacher
 - Estimator
 - Owner of cleaning company
 - Insurance accounts manager
 - Hotel manager
 - USM student
 - Sales agent auto dealership
 - Military police
 - Electrician

Fairlane Town Homes – Phase II

Positive Local Impact

- Additional income to taxing entities from Year 1.
- Improves infrastructure.
- Market-rate, workforce housing.
- Local contractors.
- Local management and maintenance.



Wolf Creek

ENERGY STORAGE



Accelergen Energy: Who We Are

- ⚡ Developer of utility-scale battery energy storage projects
- ⚡ Founded in 2022. Based in Austin, Texas
- ⚡ Leadership team with 20+ years of industry experience
- ⚡ Collectively developed, financed and constructed more than 4.5 MW of battery and renewables projects
- ⚡ Focus on Southwest Power Pool and Western markets in several states (KS, OK, CO, NM, UT, WA & more)



What Are BESS?

Why Leavenworth County?

- ⚡ **BESS = Battery Energy Storage System**
BESS are large-scale battery systems that store electricity from the grid during times of overproduction and release that electricity later at times when it is needed
- ⚡ No electricity generation. BESS optimize the grid by storing excess electricity that has already been generated and releasing it when it is needed
- ⚡ Our Analytics Team studies hundreds of substations within the Southwest Power Pool market to find areas where BESS can have the largest impact
- ⚡ Area of growing electricity demand near a large metro area
- ⚡ Vehicle for permitting with the County
- ⚡ Fewer anticipated barriers to bring the project online with the utility

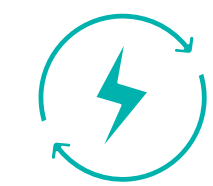


High level Summary



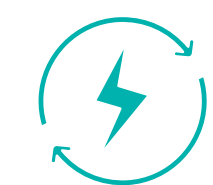
Project Name:

Wolf Creek Energy Storage



Applicant:

Wolf Creek Energy Storage LLC (a subsidiary of Acceleragen Energy)



Project Type:

Utility-scale BESS

- 199 MW, 4-hour system
- Total storage capacity of 796 MWh which is enough to power 27,500 average Kansas homes for 1 day



Property Location:

- Approximately 1 mile northwest of Bonner Springs
- A 30-acre portion to be split out of a larger parcel
- Immediately adjacent to the Evergy “Jaggard” 115kV substation
- Unincorporated Leavenworth County
- Site access via Metro Ave and 146th Street



Zoning: Currently zoned RR-2.5 Residential and Agricultural. Private utilities are allowed within RR-2.5 via a Special Use Permit

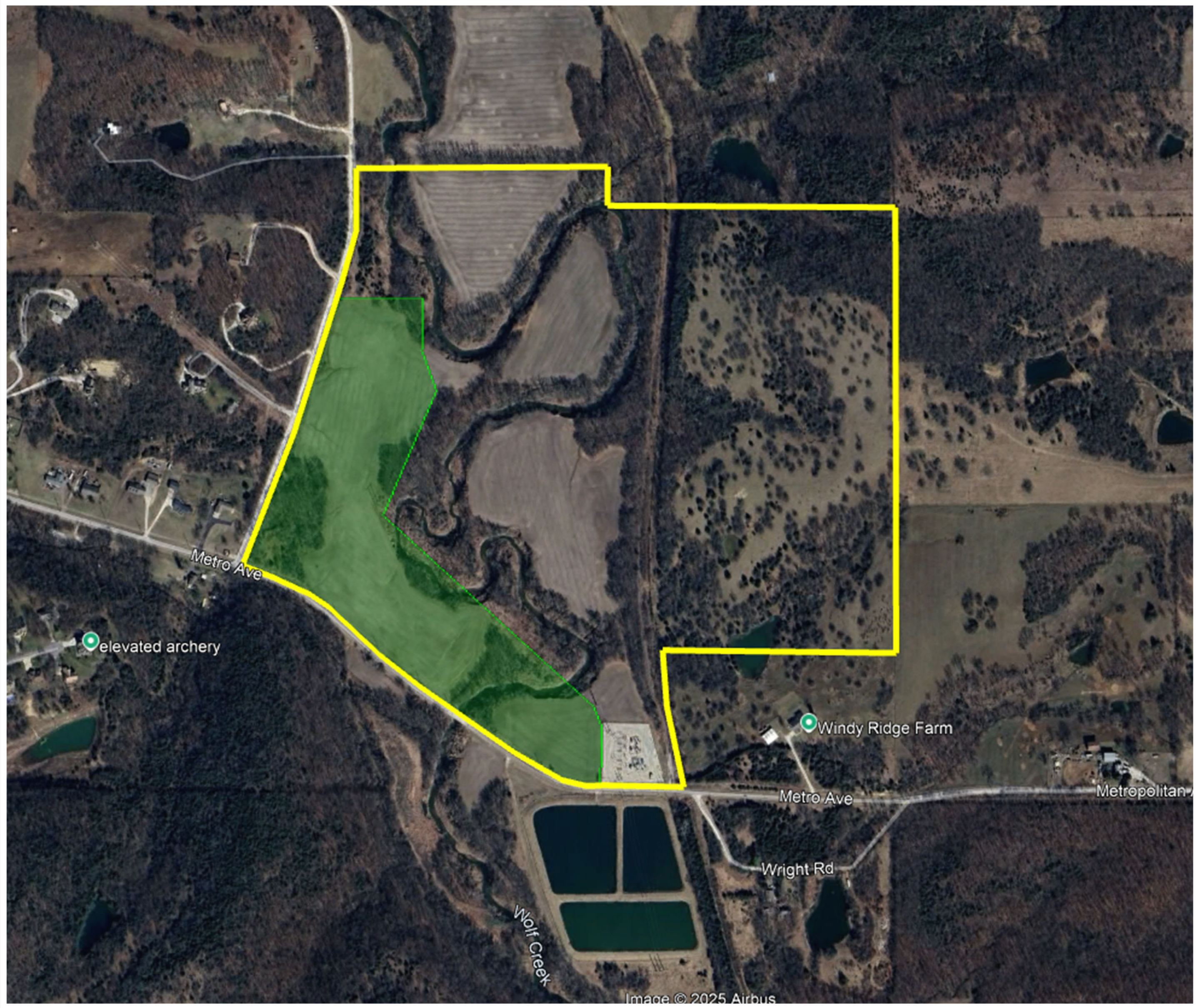
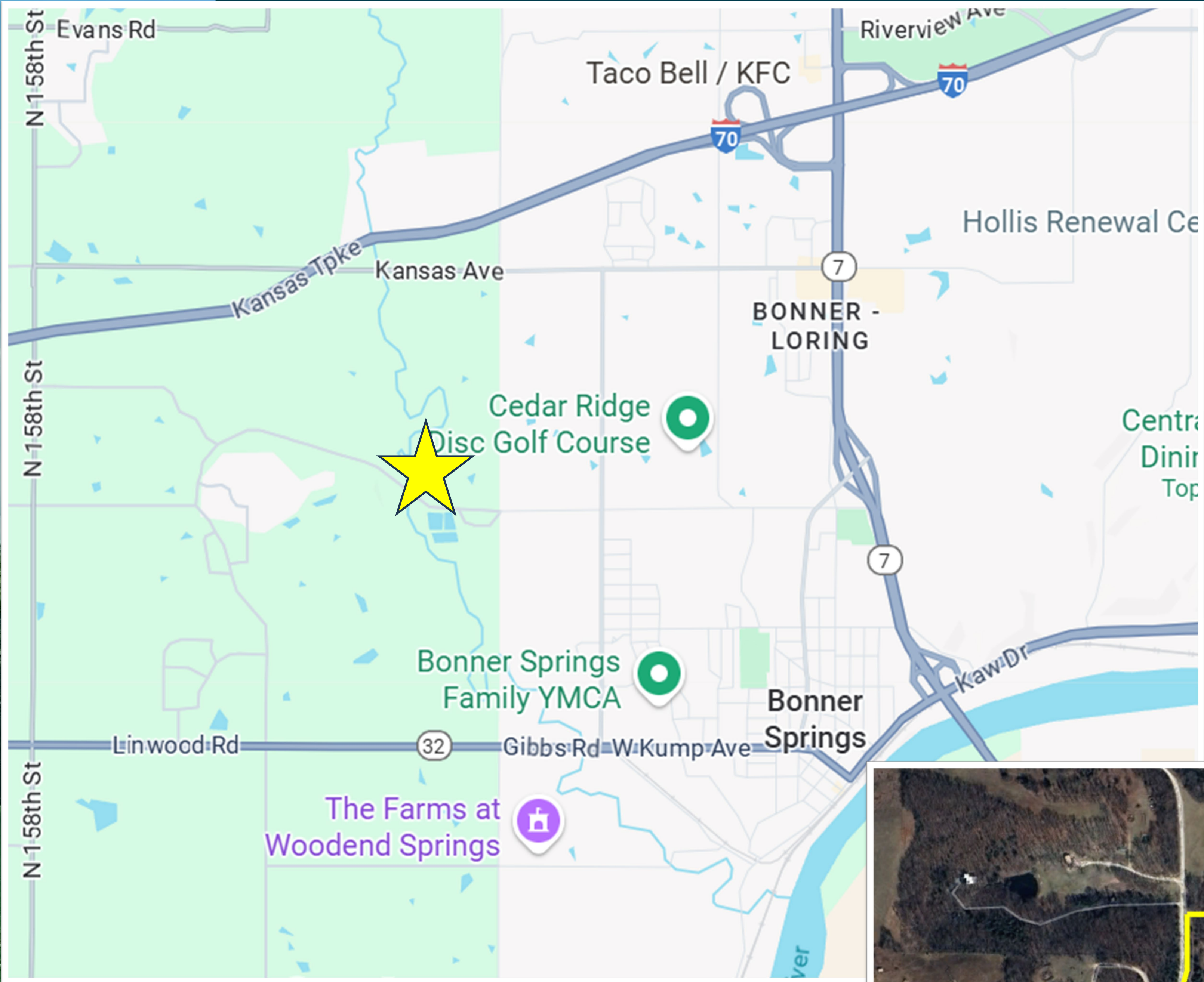


Commercial Operation Date (COD):

Targeted as early as December 2028



Area Map



Project Components

Battery Container

Encloses batteries in a temperature-controlled environment for optimal safety and performance.

Fire Suppression System

Each container unit includes a fire suppression system to isolate the event.

Container HVAC System

Controls temperature of batteries



Existing Electrical Grid

Medium Voltage Transformers

Convert the low voltage battery output to the medium voltage required to connect to the substation.

Inverters

Convert direct current (DC) into alternating current (AC) and vice versa.

Project Substation

Converts the medium voltage (MV) output of the entire project into high voltage (HV) required for the grid and vice versa.



Economic & Community Benefit

- ✓ **\$200+ Million Investment in Leavenworth County**
A transformational capital project that will inject hundreds of millions into the regional economy—supporting construction, land use payments, and long-term operations.
- ✓ **New, Stable Tax Revenue for Public Services**
A minimum of \$19 million in total tax contributions projected over 20 years—supporting the County, the School District, the Library, and Fairmount Township
- ✓ **Local Job Creation and Workforce Development**
Estimated 115 local jobs during construction and 2 long-term technical positions. The project team will prioritize local hiring and partner with technical schools to build a skilled energy workforce.
- ✓ **Reducing Regional Energy Costs**
BESS minimize reliance on inefficient generation facilities and help avoid costly transmission infrastructure upgrades
- ✓ **Spillover Benefits to Local Businesses**
Increased use of goods and services from local businesses. New jobs will be supported during construction and operations through increased local economic activity.
- ✓ **Quarterly Funding for Local Nonprofits**
During permitting and construction, the project will contribute \$5,000 per quarter to local Community-Based Organizations focused on environmental restoration, agriculture, energy relief, and human services.
- ✓ **Long-Term STEM Scholarship Program**
Once operational, funding transitions to an annual scholarship for local students pursuing careers in science, technology, engineering, or math—providing a lasting legacy for families across the region.



Environmental Impact & Mitigation

The Project will be thoughtfully designed to avoid and mitigate environmental impacts through early -stage assessments, agency consultation, responsive design, and best practices. Key areas of focus include:

➔ Stormwater & Flooding

- Project will comply with FEMA floodplain guidelines and Leavenworth County ordinances
- A flood study will guide final equipment placement; low -impact design will retain natural drainage
- The jurisdictional stream on site will be avoided

➔ Visual Impacts

- Project design will incorporate walls, fencing and a vegetation buffer as needed to mitigate impacts.
- Visual elements will match the surrounding built environment (e.g., existing solar, fencing, substations and utility lines).

➔ Wildlife & Habitat Protection

- Habitat and Species surveys completed; no critical habitat identified on site.
- Will implement Best Practices recommended by USFWS and KDWP to mitigate impacts to avian species.

➔ Noise & Lighting

- Predictive noise modeling will ensure compliance with local limits.
- Lighting will be motion -activated, downward -facing, and shielded to reduce impacts on neighbors and wildlife.

➔ Traffic

- Highest traffic impacts will be during construction for equipment deliveries and construction crews. Traffic during operations is minimal.
- A Trip Generation Analysis and Road Study prior to construction will identify road improvements to be made that the project will be responsible for.

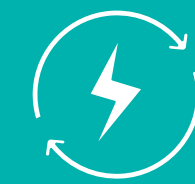
➔ Decommissioning & Waste Management

- All project components will be removed, and the site will be restored if the project has not operated for a period of 3 years or it reaches the end of its 20 -year life.
- A Decommissioning Plan and cost estimate will be created and updated every 5 years. Financial assurance will be provided with a Letter of Credit or bond for 100% of the decommissioning cost.



Safety

The Wolf Creek Battery Storage Project is being developed with safety as the top priority and will utilize lithium iron phosphate (LFP) battery technology —recognized for its strong safety profile, environmental performance, and proven reliability.



MULTI-LAYERED PROTECTION SYSTEMS

24/7 Monitoring

Battery systems are monitored continuously by trained personnel for any signs of abnormal conditions.

Battery Management System (BMS)

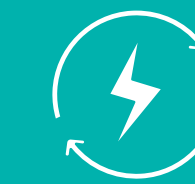
Automatically regulates battery health, temperature, and charge levels.

Emergency Detection Systems

Sensors detect smoke or gas early, allowing for fast response and containment.

Automated Fire Mitigation

Isolation and shutdown systems activate quickly to prevent fire spread and protect the site.



WHY LFP BATTERY TECHNOLOGY?

Thermal Stability

LFP batteries operate at lower voltages and are less prone to overheating compared to other batteries.

Fire Resistance

Not subject to thermal runaway or self-ignition in normal use; requires significant external force to trigger failure.

Environmentally Responsible

Contains no toxic heavy metals like cobalt or nickel—making it safer for people and the environment.

Temperature Resilience

Maintains performance across extreme hot and cold conditions.

Durability

Supports thousands of charge-discharge cycles with minimal degradation, ensuring long-term reliability.



Timeline

- ➡ 9/3 Presentation to the County Commissioners
- ➡ Late September/early October: Neighborhood Meeting with project neighbors to solicit feedback. In person invites.
- ➡ Ongoing: Preparing Special Use Permit application and expecting to submit it this year
- ➡ Earliest construction start would be in 2027 for a late 2028 Commercial Operation Date



Wolf Creek

ENERGY STORAGE