

We encourage everyone to view the meeting live via YouTube.

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

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
October 4, 2023  
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.

- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of September 27, 2023
  - b) Approval of the schedule for the week October 9, 2023
  - c) Approval of the check register

d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

a) Consider a motion to authorize EMS to order a replacement ambulance from ARV for the year 2025.

b) Consider a motion to approve a KDOT Cost Share Agreement for the 235<sup>th</sup> Street road improvement project.

c) Consider a motion to approve Resolution 2023-25, a special use permit for Whiskey Ridge Event Center.

d) Consider a motion to approve Resolution 2023-26, a rezoning from RR-5 to RR-2.5 located at 21658 Loring Road.

e) Consider a motion to approve Resolution 2023-27, a rezoning from RR-5 to RR-2.5 located at 20571 219<sup>th</sup> Street.

f) Consider a motion to support the Planning Commission's denial for Case Number DEV-23-118, a request for rezoning from RR-2.5 to RR-1 located at 17679 166<sup>th</sup> St.

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

a) Council on Aging quarterly report

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, October 2, 2023**

**Tuesday, October 3, 2023**

**Wednesday, October 4, 2023**

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

**Thursday, October 5, 2023**

7:30 a.m.            Kansas Economic Outlook Conference  
• Century II Convention Center, Wichita, KS

**Friday, October 6, 2023**

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

\*\*\*\*\*September 27, 2023 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, September 27, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Counselor; John Jacobson, Planning and Zoning Director; Bob Weber, County Appraiser; John Richmeier, Leavenworth Times

Residents: John Matthews, Joe Herring, Ralph Wiggins

PUBLIC COMMENT:

Joe Herring commented on an agenda item.

ADMINISTRATIVE BUSINESS:

Mark Loughry updated the Board on the status of the Juvenile Corrections Advisory Board.

Commissioner Stieben recognized the passing of Linda French.

Commissioner Kaaz recognized the passing of Commissioner Mike Smith's sister.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, September 27, 2023 as presented.***

***Motion passed, 5-0.***

John Jacobson presented Case Number DEV-23-092 and 093, a preliminary and final plat for Sunny Side Estates.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve Case Number DEV-23-092 and 093 preliminary and final plat for Sunny Side Estates 2<sup>nd</sup>.***

***Motion passed, 5-0.***

Mr. Jacobson presented Case Number DEV-23-102 and 103, a preliminary and final plat for Dodge Addition.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve Case Number DEV-23-102 and 103 preliminary and final plat for Dodge Addition.***

***Motion passed, 5-0.***

Bob Weber requested approval of Board Order 2023-5, approving the disaster relief tax abatement for buildings listed in Exhibit A as provided by the County Appraiser.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve Board Order 2023-5, approving the disaster relief tax abatement for buildings listed in Exhibit A as provided.***

***Motion passed, 5-0.***

Mr. Weber presented the quarterly report for the Appraiser's Office.

Ralph Wiggins commented on a non-agenda item.

Commissioner Mike Smith gave a presentation to the city of Lansing regarding LAVTR.

Commissioner Kaaz attended a forum at the World War II museum at Ft. Leavenworth, volunteered for Camp Leavenworth and attended the Workforce Partnership CEO meeting. She also attended the Leavenworth City Commission meeting.

Commissioner Doug Smith attended the MARC meeting. He will attend the Basehor City Council meeting, the Fairmount Township meeting and retirement ceremony for Public Works employee, Doug Llamas on Friday.

Commissioner Stieben will participate in a zoom meeting through KAC about LAVTR. He attended a meeting on Thursday at the Elephant Club with Senator Gossage about Medicaid expansion.

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

***Motion passed, 5-0.***

The Board adjourned at 9:33 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, October 9, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF COLUMBUS DAY**

**Tuesday, October 10, 2023**

**Wednesday, October 11, 2023**

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

**Thursday, October 12, 2023**

12:00 p.m. LCDC meeting

**Friday, October 13, 2023**

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: 09/23/2023 END DATE: 09/29/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	336689	104848 AP	09/29/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	82.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	336689	104848 AP	09/29/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	82.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	336689	104848 AP	09/29/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	82.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	336689	104848 AP	09/29/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	82.79	
							*** VENDOR 4120 TOTAL		331.16
20588	ADVANTAGE	ADVANTAGE PRINTING	336690	104849 AP	09/29/2023	3-001-5-14-228	108 & 109 BALLOTS, POLL BOOKS,	76.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	336690	104849 AP	09/29/2023	3-001-5-49-341	108 & 109 BALLOTS, POLL BOOKS,	3,047.89	
20588	ADVANTAGE	ADVANTAGE PRINTING	336690	104849 AP	09/29/2023	3-001-5-49-341	108 & 109 BALLOTS, POLL BOOKS,	71.00	
							*** VENDOR 20588 TOTAL		3,194.89
282	AITKENS	AITKENS CONTRACTING LLC	336691	104850 AP	09/29/2023	3-001-5-31-290	IRRIGATION REPAIRS AT COURTHOU	566.00	
249	AMBERWELL	ATCHISON HOSPITAL	336692	104851 AP	09/29/2023	3-001-5-28-212	HR: EMPLOYEE TESTING	701.00	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	605.38	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	241.90	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	1,545.32	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	155.00	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	1,338.05	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	12.00	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	21.76	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	419.85	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	659.73	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	1,298.80	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	153.65	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	336695	104854 AP	09/29/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	149.12	
							*** VENDOR 23537 TOTAL		6,600.56
2770	BOYD SHAWN REIM	SHAWN BOYD	336660	104837 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, UBER	45.00	
2770	BOYD SHAWN REIM	SHAWN BOYD	336660	104837 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, UBER	104.00	
2770	BOYD SHAWN REIM	SHAWN BOYD	336660	104837 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, UBER	20.10	
2770	BOYD SHAWN REIM	SHAWN BOYD	336660	104837 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, UBER	30.91	
2770	BOYD SHAWN REIM	SHAWN BOYD	336660	104837 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, UBER	284.96	
							*** VENDOR 2770 TOTAL		484.97
340	BROOKS-JEFFREY	BROOKS-JEFFREY MARKETING INC	336697	104856 AP	09/29/2023	3-001-5-07-208	LVSOKS WEB HOSTING & APP OCT20	2,995.00	
340	BROOKS-JEFFREY	BROOKS-JEFFREY MARKETING INC	336697	104856 AP	09/29/2023	3-001-5-07-208	LVSOKS WEB HOSTING & APP OCT20	3,000.00	
340	BROOKS-JEFFREY	BROOKS-JEFFREY MARKETING INC	336697	104856 AP	09/29/2023	3-001-5-07-262	LVSOKS WEB PRODUCTION/PROGRAMM	1,595.00	
							*** VENDOR 340 TOTAL		7,590.00
24545	CDW GOVERN	CDW GOVERNMENT INC	336698	104857 AP	09/29/2023	3-001-5-07-362	ACCT 1106763 NETGEAR DESKTOP S	50.04	
496	CHAPMAN SEPTIC	JOSH CAVANESS	336699	104858 AP	09/29/2023	3-001-5-07-208	PUMPED OUT GREASE TRAP IN JAIL	285.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-01-202	KAC CONF REGISTRATIONS-MIKES &	978.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-02-212	IRON MOUNTAIN SHREDDING JTSM40	32.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-02-301	AMAZON - CALENDAR, SEALS, THER	20.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-04-202	REG OF DEEDS: HOTEL,TVL,TRAINI	75.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-04-211	REG OF DEEDS: HOTEL,TVL,TRAINI	420.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-04-211	REG OF DEEDS: HOTEL,TVL,TRAINI	9.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-202	EMS CARDS:FIELD SUPPLY, VEH MA	12.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-202	EMS:TNG,CABLE,UNIFORMS,RED WAS	502.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-205	EMS:TNG,CABLE,UNIFORMS,RED WAS	5.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-212	EMS:TNG,CABLE,UNIFORMS,RED WAS	99.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-213	EMS CARDS:FIELD SUPPLY, VEH MA	120.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-05-215	TONGANOXIE WATER 725 LAMING/42	70.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-05-215	WASTE MGMT EMS 9102	173.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-05-215	FREESTATE ELEC SVC EMS 9102	506.74	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-216	EMS:TNG,CABLE,UNIFORMS,RED WAS	337.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-05-280	9-15 MIDWEST MOBILE RADIO MAIN	438.00	

START DATE: 09/23/2023 END DATE: 09/29/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-05-280	MIDWEST MOBILE RADIO BATTERY		191.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-282	EMS:TNG,CABLE,UNIFORMS,RED WAS		381.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-301	EMS CARDS:FIELD SUPPLY, VEH MA		24.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-301	EMS:TNG,CABLE,UNIFORMS,RED WAS		15.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-306	EMS CARDS:FIELD SUPPLY, VEH MA		672.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-306	EMS CARDS:FIELD SUPPLY, VEH MA		251.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-306	EMS:TNG,CABLE,UNIFORMS,RED WAS		91.67-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-350	EMS CARDS:FIELD SUPPLY, VEH MA		124.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-350	EMS:TNG,CABLE,UNIFORMS,RED WAS		2,706.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-381	EMS CARDS:FIELD SUPPLY, VEH MA		162.51	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-381	EMS CARDS:FIELD SUPPLY, VEH MA		49.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-381	EMS:TNG,CABLE,UNIFORMS,RED WAS		12,935.11	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-383	EMS CARDS:FIELD SUPPLY, VEH MA		104.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-383	EMS CARDS:FIELD SUPPLY, VEH MA		88.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-383	EMS:TNG,CABLE,UNIFORMS,RED WAS		510.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-05-384	EMS CARDS:FIELD SUPPLY, VEH MA		23.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-06-216	AT&T MOBILITY - CODE ENFORCEME		86.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-06-306	P&Z SS:CODE ENFORCEMENT		292.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		75.00-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		50.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		2,198.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		95.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		150.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-202	LVSO:TNG,JAIL SUPPLY,INMATE HE		1,020.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-203	LVSO:TNG,JAIL SUPPLY,INMATE HE		622.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-208	9-15 MIDWEST MOBILE RADIO MAIN		1,640.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-208	WASTE MGMT SHF DUMPSTER AUGUST		590.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-208	WASTE MGMT SHF DUMPSTER AUGUST		599.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-210	AT&T SHERIFF 1313		323.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-210	AT&T LVSO 1005		5,629.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-210	AT&T LVSO 5018		92.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-210	AT&T LVSO 651-1113		377.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-213	LVSO:TNG,JAIL SUPPLY,INMATE HE		989.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-213	LVSO:TNG,JAIL SUPPLY,INMATE HE		8.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-216	CHARTER COMMUNICATIONS:INTERNE		74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-219	LVSO:TNG,JAIL SUPPLY,INMATE HE		48.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-219	LVSO:TNG,JAIL SUPPLY,INMATE HE		174.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-219	LVSO:TNG,JAIL SUPPLY,INMATE HE		25.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-219	LVSO:TNG,JAIL SUPPLY,INMATE HE		405.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-07-223	FREESTATE ELEC SVC TO SIRENS		447.32	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-251	LVSO:BM:JAIL,AMMO,INV,TECH,VIO		377.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-262	LVSO:TNG,JAIL SUPPLY,INMATE HE		124.32-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-262	LVSO:TNG,JAIL SUPPLY,INMATE HE		5.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-301	LVSO:BM:JAIL,AMMO,INV,TECH,VIO		295.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-301	LVSO:TNG,JAIL SUPPLY,INMATE HE		68.26	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-302	EOC:POSTAGE FOR RETURN:SAFETY		25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-303	LVSO:TNG,JAIL SUPPLY,INMATE HE		356.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-350	LVSO:TNG,JAIL SUPPLY,INMATE HE		294.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-350	LVSO:TNG,JAIL SUPPLY,INMATE HE		184.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-353	EOC:POSTAGE FOR RETURN:SAFETY		63.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-355	LVSO:BM:JAIL,AMMO,INV,TECH,VIO		32.51	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-07-356	LVSO:BM:JAIL,AMMO,INV,TECH,VIO		103.49	



START DATE: 09/23/2023 END DATE: 09/29/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#								
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-356	LVSO:TNG,JAIL SUPPLY,INMATE HE	79.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-356	LVSO:TNG,JAIL SUPPLY,INMATE HE	54.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-356	LVSO:TNG,JAIL SUPPLY,INMATE HE	89.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-359	LVSO:BM:JAIL,AMMO,INV,TECH,VIO	650.51	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-359	LVSO:TNG,JAIL SUPPLY,INMATE HE	59.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-359	LVSO:TNG,JAIL SUPPLY,INMATE HE	1,371.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-360	LVSO:TNG,JAIL SUPPLY,INMATE HE	12.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-362	LVSO:BM:JAIL,AMMO,INV,TECH,VIO	674.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-07-362	LVSO:TNG,JAIL SUPPLY,INMATE HE	101.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-11-213	CO ATTY:LF:HOTEL FOR WITNESS	123.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-11-301	CO ATTY:LG:OFFICE SUPPLIES	425.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-14-210	AT&T COMMUNICIAOTNS 6601	2,005.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-14-220	TONGANOXIE WATER 725 LAMING/42	106.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-14-220	FREESTATE ELEC SVC 725 LAMING	1,255.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-14-229	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	356.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-14-247	IRON MOUNTAIN SHREDDING JTSM40	37.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-14-301	QUADIENT:2 INK CARTRIDGES FOR	400.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-18-213	SPECTRUM :ACCESS FEES	134.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-19-217	DIST CT JC:PUBLICATIONS,SUPPLI	1,230.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-19-220	IRON MOUNTAIN SHREDDING HTSM40	169.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-19-301	DIST CT SC:CARPET CLEANER	114.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-19-301	DIST CT JC:PUBLICATIONS,SUPPLI	37.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-19-302	DIST CT JC:PUBLICATIONS,SUPPLI	8.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-21-300	HEALTH DEPT:ELC,CONTR,PR PAY,W	1,621.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-21-300	HEALTH DEPT:ELC,CONTR,PR PAY,W	13.48-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-23-202	TC:WSU MARKETPLACE REG ECON OU	55.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-23-209	COSTAR - SEPTEMBER REALTY DATA	424.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-28-201	HR:OPEN ENROLLMENT MISC,FINAL	23.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-28-223	HR:OPEN ENROLLMENT MISC,FINAL	356.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-28-301	IRON MOUNTAIN SHREDDING JTSM40	14.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-209	SN:MOWING CHEMS (CH), JC BLDG	59.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-209	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	129.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-31-212	SMITHEREEN PEST CONTROL	601.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-240	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	20.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-289	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	228.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-290	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	977.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-297	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	410.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-301	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	28.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-312	BG:HERKEN:BLDG SUPPLY CUSHING,	200.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-312	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	115.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-314	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	15.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-315	RT:TRANSFER STATION COMMODITIE	12.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-317	EC:EMS COMMODITIES, CUSHING/JC	31.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-317	BG:HERKEN:BLDG SUPPLY CUSHING,	220.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-317	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	289.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-320	BG:HERKEN:BLDG SUPPLY CUSHING,	10.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-383	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	384.78	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-384	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	132.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-390	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	1,500.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-31-391	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	598.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860	AP	09/29/2023	3-001-5-32-211	SMITHEREEN PEST CONTROL	85.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846	AP	09/27/2023	3-001-5-32-296	SPEC BLDG:CH,JC,EMS,ANNEX,JANI	1,198.85	

START DATE: 09/23/2023 END DATE: 09/29/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-32-297	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		481.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-32-391	EC:EMS COMMODITIES, CUSHING/JC		56.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-32-391	SN:MOWING CHEMS (CH), JC BLDG		5.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-32-391	BG:HERKEN:BLDG SUPPLY CUSHING,		389.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-32-391	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		274.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-209	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		43.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-33-211	SMITHEREEN PEST CONTROL		125.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-296	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		151.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-297	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		238.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-391	EC:EMS COMMODITIES, CUSHING/JC		165.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-391	ZF:CUSHING:BLDG MAINT SUPPLY		273.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-391	BG:HERKEN:BLDG SUPPLY CUSHING,		209.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-33-391	SPEC BLDG:CH,JC,EMS,ANNEX,JANI		698.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-41-201	APPRAISER WM:APPRAISAL GUIDES,		111.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-41-211	APPRAISER BW:LODGING FOR WICHI		224.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-41-370	APPRAISER WM:APPRAISAL GUIDES,		385.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-41-371	APPRAISER WM:APPRAISAL GUIDES,		599.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-42-293	GIS:SS:ESRI CREDITS		240.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-49-341	AMAZON - CALENDAR, SEALS, THER		33.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-49-343	LAWRENCE JW/MIRROR - SPEC ELEC		625.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-53-202	NOX WEED:KH,AP:SHOP TOOLS, FUE		120.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-001-5-53-207	WASTE MGMT NOX WEED TRASH		101.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-53-306	NOX WEED:KH,AP:SHOP TOOLS, FUE		512.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-53-307	NOX WEED:KH,AP:SHOP TOOLS, FUE		77.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-53-308	NOX WEED:KH,AP:SHOP TOOLS, FUE		71.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-001-5-53-308	NOX WEED:KH,AP:SHOP TOOLS, FUE		1,118.94	
							*** VENDOR	648 TOTAL		66,077.32
156	CONVERGEONE	CONVERGEONE INC	336702	104861 AP	09/29/2023	3-001-5-18-213	AOSLVCO0001 TELEPHONY CREDITS		219.42	
5362	DIAMOND DRUGS	DIAMOND DRUGS, INC	336704	104863 AP	09/29/2023	3-001-5-07-219	KSVL AUGUST INMATE PRESCRIPTIO		7,041.76	
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	336706	104865 AP	09/29/2023	3-001-5-07-301	LV SHERIFF - TONERS		1,079.98	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	336707	104866 AP	09/29/2023	3-001-5-11-501	SEPTEMBER COURT COSTS		6,295.00	
21300	DIST CT EMPL REIMB	STEVE CROSSLAND	336708	104867 AP	09/29/2023	3-001-5-19-213	REIM MILEAGE - ATCHISON DIST C		131.00	
209	ES&S	ELECTION SYSTEMS & SOFTWARE	336710	104869 AP	09/29/2023	3-001-5-49-341	CUST 35541 CODING/LAYOUT AUDIO		2,558.95	
209	ES&S	ELECTION SYSTEMS & SOFTWARE	336710	104869 AP	09/29/2023	3-001-5-49-341	CUST 35541 CODING/LAYOUT AUDIO		2,026.00	
209	ES&S	ELECTION SYSTEMS & SOFTWARE	336710	104869 AP	09/29/2023	3-001-5-49-341	CUST 35541 CODING/LAYOUT AUDIO		5,791.10	
							*** VENDOR	209 TOTAL		10,376.05
86	EVERGY	EVERGY KANSAS CENTRAL INC	336661	104838 AP	09/26/2023	3-001-5-53-219	ELEC SVC NOXIOUS WEED		382.99	
617	GEIGER	GEIGER READY MIX	336714	104873 AP	09/29/2023	3-001-5-32-391	4295 KANSAS RIVER GRAVEL		280.32	
617	GEIGER	GEIGER READY MIX	336714	104873 AP	09/29/2023	3-001-5-32-391	4295 KANSAS RIVER GRAVEL		24.32-	
							*** VENDOR	617 TOTAL		256.00
4465	GRONIS	GRONIS HARDWARE INC	336715	104874 AP	09/29/2023	3-001-5-07-359	JAIL SUPPLIES		43.52	
4465	GRONIS	GRONIS HARDWARE INC	336715	104874 AP	09/29/2023	3-001-5-07-359	JAIL SUPPLIES		7.99	
4465	GRONIS	GRONIS HARDWARE INC	336715	104874 AP	09/29/2023	3-001-5-07-359	JAIL SUPPLIES		40.28	
4465	GRONIS	GRONIS HARDWARE INC	336715	104874 AP	09/29/2023	3-001-5-07-359	JAIL SUPPLIES		16.65	
4465	GRONIS	GRONIS HARDWARE INC	336715	104874 AP	09/29/2023	3-001-5-07-359	JAIL SUPPLIES		6.98	
							*** VENDOR	4465 TOTAL		115.42
6015	GUERRA, JOSE	JOSE GUERRA	336662	104839 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, AIRF		13.00	
6015	GUERRA, JOSE	JOSE GUERRA	336662	104839 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, AIRF		45.00	
6015	GUERRA, JOSE	JOSE GUERRA	336662	104839 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, AIRF		78.00	
6015	GUERRA, JOSE	JOSE GUERRA	336662	104839 AP	09/26/2023	3-001-5-11-211	NDAA CONF MKE - PER DIEM, AIRF		269.96	
							*** VENDOR	6015 TOTAL		405.96
99	JUROR									

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL	1,726.62	
565	KA-COMM INC	KA-COMM INC	336754	104913 AP	09/29/2023	3-001-5-07-213	DODGE RAM MOUNTING BRACKETS	848.88		
565	KA-COMM INC	KA-COMM INC	336754	104913 AP	09/29/2023	3-001-5-07-213	DODGE RAM MOUNTING BRACKETS	33.48		
							*** VENDOR	565 TOTAL	882.36	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	336757	104916 AP	09/29/2023	3-001-5-07-266	SHERIFF CONTRACT - AUGUST 2023	1,378.12		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	336759	104918 AP	09/29/2023	3-001-5-07-301	JAIL AND OFFICE SUPPLIES	27.98		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	336759	104918 AP	09/29/2023	3-001-5-07-359	JAIL AND OFFICE SUPPLIES	28.85		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	336759	104918 AP	09/29/2023	3-001-5-07-359	JAIL AND OFFICE SUPPLIES	12.60		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	336759	104918 AP	09/29/2023	3-001-5-07-359	JAIL AND OFFICE SUPPLIES	472.14		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	336759	104918 AP	09/29/2023	3-001-5-07-359	JAIL AND OFFICE SUPPLIES	10.00		
							*** VENDOR	4755 TOTAL	551.57	
537	LEAV TIMES	CHERRYROAD MEDIA INC	336663	104840 AP	09/26/2023	3-001-5-03-218	21275 QUARTERLY FUND BALANCE P	54.39		
5749	LOZENSKI MECHANICAL	LOZENSKI MECHANICAL INSULATION	336761	104920 AP	09/29/2023	3-001-5-33-209	CUSHING - ABATE WET INSUL &REP	2,940.00		
5749	LOZENSKI MECHANICAL	LOZENSKI MECHANICAL INSULATION	336761	104920 AP	09/29/2023	3-001-5-33-209	CUSHING - ABATE WET INSUL &REP	159.00		
5749	LOZENSKI MECHANICAL	LOZENSKI MECHANICAL INSULATION	336761	104920 AP	09/29/2023	3-001-5-33-209	CUSHING - ABATE WET INSUL &REP	4,900.00		
5749	LOZENSKI MECHANICAL	LOZENSKI MECHANICAL INSULATION	336761	104920 AP	09/29/2023	3-001-5-33-209	CUSHING - ABATE WET INSUL &REP	1,194.00		
							*** VENDOR	5749 TOTAL	9,193.00	
383	LYON CHRISTOPHER	CHRISTOPHER LYON	336762	104921 AP	09/29/2023	3-001-5-11-205	REIM MILEAGE/TOLLS LAW PANEL L	53.45		
383	LYON CHRISTOPHER	CHRISTOPHER LYON	336762	104921 AP	09/29/2023	3-001-5-11-205	REIM MILEAGE/TOLLS LAW PANEL L	5.00		
							*** VENDOR	383 TOTAL	58.45	
17244	MARLOW WHI	MARLOW WHITE UNIFORM CO	336763	104922 AP	09/29/2023	3-001-5-07-350	SHERIFF-UNIFORM ALTERATIONS	17.00		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	336765	104924 AP	09/29/2023	3-001-5-11-303	OPL305_K CO ATTY COPIER COSTS	37.63		
2666	MISC REIMBURSEMENTS	JACOB FRY	336772	104931 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	75.00		
2666	MISC REIMBURSEMENTS	JACOB FRY	336772	104931 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	156.00		
2666	MISC REIMBURSEMENTS	JOSHUA MELCHOR	336773	104932 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	75.00		
2666	MISC REIMBURSEMENTS	JOSHUA MELCHOR	336773	104932 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	156.00		
2666	MISC REIMBURSEMENTS	WENDI ANAYA	336774	104933 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	75.00		
2666	MISC REIMBURSEMENTS	WENDI ANAYA	336774	104933 AP	09/29/2023	3-001-5-41-211	PER DIEM IAAO COURSE OMAHA NE	156.00		
2666	MISC REIMBURSEMENTS	ALAN PHILLIPS	336766	104925 AP	09/29/2023	3-001-5-53-202	PER DIEM MARCH CWDAK	15.00		
2666	MISC REIMBURSEMENTS	KYLE HARDISTY	336767	104926 AP	09/29/2023	3-001-5-53-202	PER DIEM MARCH CWDAK CONF	15.00		
							*** VENDOR	2666 TOTAL	723.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	336775	104934 AP	09/29/2023	3-001-5-53-305	ACCT 1252 CHEMICALS	4,285.16		
535	PRECISE DUCT	GABRIEL WAYNE MENDEZ	336777	104936 AP	09/29/2023	3-001-5-07-208	CLEANED 4 COMM'L DRYER VENTS J	500.00		
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	336779	104938 AP	09/29/2023	3-001-5-07-353	BULLET PROOF VEST X2	948.55		
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	336779	104938 AP	09/29/2023	3-001-5-07-353	BULLET PROOF VEST X2	948.55		
							*** VENDOR	406 TOTAL	1,897.10	
7098	QUILL CORP	QUILL CORP	336780	104939 AP	09/29/2023	3-001-5-07-301	8333027 OFFICE/JAIL SUPPLIES	178.04		
7098	QUILL CORP	QUILL CORP	336780	104939 AP	09/29/2023	3-001-5-07-305	8333027 OFFICE/JAIL SUPPLIES	209.61		
7098	QUILL CORP	QUILL CORP	336780	104939 AP	09/29/2023	3-001-5-53-301	7295538 NOX WEED:TONER, OFFICE	994.43		

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TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#								
					*** VENDOR			7098 TOTAL		1,382.08	
103	RESTITUTIO				*** VENDOR			103 TOTAL		196.00	
25224	SAFETY REM	SAFETY REMEDY	336785	104944 AP	09/29/2023	3-001-5-53-307	ACCT 486 - SAFETY SUPPLIES	119.98			
25224	SAFETY REM	SAFETY REMEDY	336785	104944 AP	09/29/2023	3-001-5-53-307	ACCT 486 - SAFETY SUPPLIES	25.98			
					*** VENDOR			25224 TOTAL		145.96	
6148	SHERIFF	LEAV CO SHERIFF DEPT	336786	104945 AP	09/29/2023	3-001-5-07-213	REIM VEH REGISTRATION, UNIFORM	33.75			
6148	SHERIFF	LEAV CO SHERIFF DEPT	336786	104945 AP	09/29/2023	3-001-5-07-213	REIM VEH REGISTRATION, UNIFORM	33.75			
6148	SHERIFF	LEAV CO SHERIFF DEPT	336786	104945 AP	09/29/2023	3-001-5-07-350	REIM VEH REGISTRATION, UNIFORM	42.99			
					*** VENDOR			6148 TOTAL		110.49	
266	ST LUKES PHYS	SAINT LUKES PHYSICIANS GROUP I	336787	104946 AP	09/29/2023	3-001-5-07-219	INMATE MEDICAL BILL (SAME PT/D	52.18			
100	WITNESS LIST				*** VENDOR			100 TOTAL		451.39	
					TOTAL FUND 001					135,827.02	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-202	HEALTH DEPT:ELC, CONTR, PR PAY,W	160.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-213	HEALTH DEPT:ELC, CONTR, PR PAY,W	64.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-219	AT&T MOBILITY - HEALTH DEPT	164.92		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-219	HEALTH DEPT:ELC, CONTR, PR PAY,W	270.66		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-280	HEALTH DEPT:ELC, CONTR, PR PAY,W	1,997.78		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-301	HEALTH DEPT:ELC, CONTR, PR PAY,W	420.92		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-302	HEALTH DEPT:ELC, CONTR, PR PAY,W	132.17		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-380	HEALTH DEPT:ELC, CONTR, PR PAY,W	729.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-384	HEALTH DEPT:ELC, CONTR, PR PAY,W	7,948.44		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-601	HEALTH DEPT:ELC, CONTR, PR PAY,W	168.30		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-108-5-00-601	9-15 MIDWEST MOBILE RADIO MAIN	75.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-606	HEALTH DEPT:ELC, CONTR, PR PAY,W	533.12		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-606	HEALTH DEPT:JH:WIC	1,476.72		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-108-5-00-610	HEALTH DEPT:ELC, CONTR, PR PAY,W	132.48		
					*** VENDOR			648 TOTAL		14,274.49
					TOTAL FUND 108					14,274.49

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-119-5-00-253	REG OF DEEDS: HOTEL, TVL, TRAINI	181.41		
					TOTAL FUND 119					181.41

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-123-5-00-301	KH:PROMO STRESS BALLS, SUPPLIE	370.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-123-5-00-301	KH:PROMO STRESS BALLS, SUPPLIE	20.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-123-5-00-301	KH:PROMO STRESS BALLS, SUPPLIE	137.19	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-123-5-00-301	COMM CORR:RB SUPPLIES, FLOWERS/	20.98	

warrants by vendor

START DATE: 09/23/2023 END DATE: 09/29/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-123-5-00-301	FIRSTNET - COMMUNITY CORRECTIO	50.16		
							*** VENDOR	648 TOTAL		599.16
							TOTAL FUND 123			599.16
759	A CONNECTING POINTE	FRONTIER INTEGRATED SERVICES I	336688	104847 AP	09/29/2023	3-126-5-00-705	SUBSTANCE ABUSE EVALUATION	150.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-126-5-00-210	FIRSTNET - COMMUNITY CORRECTIO	250.80		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-126-5-00-225	IRON MOUNTAIN SHREDDING HTSM40	17.76		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-126-5-00-321	COMM CORR:RB SUPPLIES, FLOWERS/	152.28		
							*** VENDOR	648 TOTAL		420.84
7098	QUILL CORP	QUILL CORP	336780	104939 AP	09/29/2023	3-126-5-00-321	5645204 COMM CORR OFFICE SUPPL	54.35		
							TOTAL FUND 126			625.19
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-127-5-00-3	COMM CORR:RB SUPPLIES, FLOWERS/	52.00		
7098	QUILL CORP	QUILL CORP	336780	104939 AP	09/29/2023	3-127-5-00-3	5645204 COMM CORR OFFICE SUPPL	75.96		
							TOTAL FUND 127			127.96
25797	BERRY TRAC	BERRY TRACTOR & EQUIPMENT	336693	104852 AP	09/29/2023	3-133-5-00-360	9-30 066692 POLY WAFER	1,125.60		
4136	BRANDT FAB	BRANDT FABRICATING	336696	104855 AP	09/29/2023	3-133-5-00-360	9-31 MESH KNIT TARPS (X4)	552.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-201	9-29 PW, BN, JW: SOFTWARE, SAFETY,	11.05		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-201	9-29 PW, BN, JW: SOFTWARE, SAFETY,	359.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-133-5-00-207	9-15 MIDWEST MOBILE RADIO MAIN	395.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-208	9-29 PW, BN, JW: SOFTWARE, SAFETY,	85.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-209	9-29 PW, BN, JW: SOFTWARE, SAFETY,	77.25		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-210	9-2 AT&T PUB WORKS/COLE	466.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-211	9-29 PW, BN, JW: SOFTWARE, SAFETY,	1,197.46		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-211	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	781.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-214	9-29 PW, BN, JW: SOFTWARE, SAFETY,	571.92		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-133-5-00-251	9-26 FREESTATE ELEC SVC TONGIE	69.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-301	9-29 PW, BN, JW: SOFTWARE, SAFETY,	802.63		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-310	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	163.47		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-311	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	217.93		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-312	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	533.48		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-327	9-29 PW, BN, JW: SOFTWARE, SAFETY,	189.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-360	9-29 PW, BN, JW: SOFTWARE, SAFETY,	21.82		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-360	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	3,611.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-360	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	108.18		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-364	9-29 PW, BN, JW: SOFTWARE, SAFETY,	578.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-365	9-29 PW, BN, JW: SOFTWARE, SAFETY,	24.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-365	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	92.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-133-5-00-365	9-28 AA, BAUMCHEN, VG: SUPPLIES, P	64.99		
							*** VENDOR	648 TOTAL		10,425.53
233	CUMMINS CENTRAL POWE	CUMMINS CENTRAL POWER	336703	104862 AP	09/29/2023	3-133-5-00-360	9-32 102132 HEADER, DEF	1,639.48		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336661	104838 AP	09/26/2023	3-133-5-00-251	9-27 ELEC SVC CO SHOP ET AL	941.49		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336661	104838 AP	09/26/2023	3-133-5-00-251	9-27 ELEC SVC CO SHOP ET AL	158.01		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336661	104838 AP	09/26/2023	3-133-5-00-251	9-27 ELEC SVC CO SHOP ET AL	22.98		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336661	104838 AP	09/26/2023	3-133-5-00-251	9-27 ELEC SVC CO SHOP ET AL	103.43		
							*** VENDOR	86 TOTAL		1,225.91
774	G W VAN KEPPEL	G W VAN KEPPEL	336713	104872 AP	09/29/2023	3-133-5-00-360	9-33 BP0005100 SWITCH, TOGGLE S	46.56		
774	G W VAN KEPPEL	G W VAN KEPPEL	336713	104872 AP	09/29/2023	3-133-5-00-360	9-33 BP0005100 SWITCH, TOGGLE S	258.60		
							*** VENDOR	774 TOTAL		305.16
456	KIRBY-SMITH	KIRBY-SMITH MACHINERY INC	336755	104914 AP	09/29/2023	3-133-5-00-227	9-34 BROOM RENTAL 413442	2,750.00		
456	KIRBY-SMITH	KIRBY-SMITH MACHINERY INC	336755	104914 AP	09/29/2023	3-133-5-00-227	9-34 BROOM RENTAL 413442	55.00		

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
					*** VENDOR				456 TOTAL	2,805.00
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	24,196.07		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	17,921.07		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	18,331.61		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	7,295.61		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	1,913.03		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-133-5-00-362	9-39 ACCT 495 ASPHALT	20,605.19		
					*** VENDOR				1351 TOTAL	90,262.58
537	LEAV TIMES	CHERRYROAD MEDIA INC	336760	104919 AP	09/29/2023	3-133-5-00-208	9-35 30313 BIENNIEL BRIDE INSP	9.19		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	336764	104923 AP	09/29/2023	3-133-5-00-360	9-37 95988 INJECTORS, FILTERS,	1,279.01		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	336764	104923 AP	09/29/2023	3-133-5-00-360	9-37 95988 INJECTORS, FILTERS,	3,114.02		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	336764	104923 AP	09/29/2023	3-133-5-00-360	9-37 95988 INJECTORS, FILTERS,	3,114.02		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	336764	104923 AP	09/29/2023	3-133-5-00-360	9-37 95988 INJECTORS, FILTERS,	775.86-		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	336764	104923 AP	09/29/2023	3-133-5-00-360	9-37 95988 INJECTORS, FILTERS,	211.16		
					*** VENDOR				232 TOTAL	6,942.35
2666	MISC REIMBURSEMENTS	BILL NOLL	336771	104930 AP	09/29/2023	3-133-5-00-201	9-44 MILEAGE - ST JOSEPH MO 20	135.59		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	336776	104935 AP	09/29/2023	3-133-5-00-309	9-40 1960724 TIRES	224.00		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	336778	104937 AP	09/29/2023	3-133-5-00-360	9-41 8052255000 REGULATOR	228.24		
668	TIREHUB	TIREHUB INC	336789	104948 AP	09/29/2023	3-133-5-00-309	9-38 407362 TIRES	950.94		
668	TIREHUB	TIREHUB INC	336789	104948 AP	09/29/2023	3-133-5-00-309	9-38 407362 TIRES	584.56		
668	TIREHUB	TIREHUB INC	336789	104948 AP	09/29/2023	3-133-5-00-309	9-38 407362 TIRES	709.84		
668	TIREHUB	TIREHUB INC	336789	104948 AP	09/29/2023	3-133-5-00-309	9-42 407362 TIRES	785.04		
					*** VENDOR				668 TOTAL	3,030.38
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	14,633.76		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	14,290.62		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	14,656.98		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	14,736.96		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	15,093.00		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	15,123.96		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	15,263.28		
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-133-5-00-303	9-43 ACCT 437 ASPHALT	15,105.90		
					*** VENDOR				1241 TOTAL	118,904.46
					TOTAL FUND 133					237,815.47
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-136-5-00-203	IRON MOUNTAIN SHREDDING HTSM40	2.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-136-5-00-206	FIRSTNET - COMMUNITY CORRECTIO	50.16		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-136-5-00-223	IRON MOUNTAIN SHREDDING HTSM40	2.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-136-5-00-226	FIRSTNET - COMMUNITY CORRECTIO	50.16		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-136-5-00-243	IRON MOUNTAIN SHREDDING HTSM40	2.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-136-5-00-246	FIRSTNET - COMMUNITY CORRECTIO	100.32		
					*** VENDOR				648 TOTAL	209.52
					TOTAL FUND 136					209.52
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-137-5-00-320	9-6 JW,AA:BEARINGS,STARTER,OTH	605.97		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-137-5-00-320	9-6 JW,AA:BEARINGS,STARTER,OTH	504.45		
					*** VENDOR				648 TOTAL	1,110.42
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	336712	104871 AP	09/29/2023	3-137-5-00-320	9-7 16993 WIPER ARMS,BLADES,MO	297.42		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	336712	104871 AP	09/29/2023	3-137-5-00-320	9-7 16993 WIPER ARMS,BLADES,MO	453.35		
					*** VENDOR				2588 TOTAL	750.77
434	HAMM QUARR	HAMM QUARRIES	336716	104875 AP	09/29/2023	3-137-5-00-312	9-8 300467 ROCK	595.53		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-137-5-00-325	9-9 ACCT 495 - ASPHALT	28,639.71		
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	336758	104917 AP	09/29/2023	3-137-5-00-325	9-9 ACCT 495 - ASPHALT	24,100.62		

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TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
								*** VENDOR	1351 TOTAL	52,740.33
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	336776	104935 AP	09/29/2023	3-137-5-00-321	9-10 1960724 TIRES		875.00	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		459.28	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		5,805.20	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		7,142.55	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,785.98	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		15,018.18	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		15,258.12	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,969.16	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,877.74	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,564.10	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,744.70	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		15,516.12	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		15,015.60	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		15,024.80	
1241	VANCE BROS	VANCE BROS INC	336790	104949 AP	09/29/2023	3-137-5-00-325	9-11 ACCT 437 ASPHALT		14,913.30	
								*** VENDOR	1241 TOTAL	166,484.43
								TOTAL FUND 137		222,556.48

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-138-5-00-223	IRON MOUNTAIN SHREDDING HTSM40		8.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-138-5-00-226	FIRSTNET - COMMUNITY CORRECTIO		100.32	
								*** VENDOR	648 TOTAL	109.20
								TOTAL FUND 138		109.20

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-2	COA:DD PET SUPPLIES, VET BILLS		611.81	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-2	COA:MS:VET BILLS,PET FOOD		56.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-2	COA: DT: VET BILLS		333.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-2	COA:VET BILLS,PET FOOD,C1&C2,B		1,932.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-2	COA:VR:MTG EXP,JANITORIAL,VET		79.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-3	COA:DD PET SUPPLIES, VET BILLS		150.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-3	COA:MS:VET BILLS,PET FOOD		361.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-3	COA:VET BILLS,PET FOOD,C1&C2,B		907.79	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-3	COA:VR:MTG EXP,JANITORIAL,VET		112.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-144-5-00-3	COA:RB:PET FOOD,LEISURE & LEAR		307.52	
								*** VENDOR	648 TOTAL	4,854.91
								TOTAL FUND 144		4,854.91

559	COBURNCO LLC	CLAY E COBURN III	336700	104859 AP	09/29/2023	3-145-5-00-213	TONGIE VEHICLE WASH JULY/AUG		17.76	
559	COBURNCO LLC	CLAY E COBURN III	336700	104859 AP	09/29/2023	3-145-5-00-213	TONGIE VEHICLE WASH JULY/AUG		27.00	
								*** VENDOR	559 TOTAL	44.76
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-202	COA:CH:TRAINING, VEH EQUIP		350.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-145-5-00-208	IRON MOUNTAIN SHREDDING - COA		65.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-210	COA:SR:BACKGROUND CHECKS, CONS		20.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-212	COA:VET BILLS,PET FOOD,C1&C2,B		22.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-213	COA:DT:VEH MAINT		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-246	COA:VET BILLS,PET FOOD,C1&C2,B		33.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-252	COA:VR:MTG EXP,JANITORIAL,VET		11.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-252	COA:TH:MEETING EXP		55.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-255	COA:VR:MTG EXP,JANITORIAL,VET		61.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-260	COA:VET BILLS,PET FOOD,C1&C2,B		31.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-306	COA:VET BILLS,PET FOOD,C1&C2,B		90.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-306	COA:CH:TRAINING, VEH EQUIP		33.98	

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-345	COA:VET BILLS,PET FOOD,C1&C2,B	169.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-345	COA:SR:BACKGROUND CHECKS, CONS	35.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-746	COA:VET BILLS,PET FOOD,C1&C2,B	45.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-750	COA:VET BILLS,PET FOOD,C1&C2,B	1,887.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-750	COA:RB:PET FOOD,LEISURE & LEAR	112.25		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-00-750	COA:TP:LEISURE & LEARNING	216.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-05-202	COA:VET BILLS,PET FOOD,C1&C2,B	12.37		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-05-301	COA:VET BILLS,PET FOOD,C1&C2,B	18.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-06-301	COA:VET BILLS,PET FOOD,C1&C2,B	27.21		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-06-321	COA:VET BILLS,PET FOOD,C1&C2,B	18.14		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-07-202	COA:VET BILLS,PET FOOD,C1&C2,B	1.90		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-07-302	COA:VET BILLS,PET FOOD,C1&C2,B	2.82		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-145-5-07-321	COA:VET BILLS,PET FOOD,C1&C2,B	16.33		
								*** VENDOR	648 TOTAL	3,440.97
2666	MISC REIMBURSEMENTS	RANDY DAY	336768	104927 AP	09/29/2023	3-145-5-00-205	REIM MILEAGE TO STAFF MEETING	15.72		
2666	MISC REIMBURSEMENTS	ROBERT DANIELS	336769	104928 AP	09/29/2023	3-145-5-00-205	REIM MILEAGE - MOW ROUTE DELIV	38.65		
2666	MISC REIMBURSEMENTS	RUBY BARCLAY	336770	104929 AP	09/29/2023	3-145-5-00-205	REMI MILEAGE STAFF MEETING	32.49		
								*** VENDOR	2666 TOTAL	86.86
								TOTAL FUND 145		3,572.59
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-146-5-00-218	IRON MOUNTAIN SHREDDING JTSM40	64.62		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-146-5-00-301	CO TREAS SPECIAL (MV) OFFICE S	527.23		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-146-5-00-301	CO TREAS SPECIAL (MV) OFFICE S	652.54		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-146-5-00-301	CO TREAS SPECIAL (MV) OFFICE S	97.98		
								*** VENDOR	648 TOTAL	1,342.37
								TOTAL FUND 146		1,342.37
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-201	SOLID WSATE:TS:TNG,OFFICE/ADMI	29.15		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-202	SOLID WSATE:TS:TNG,OFFICE/ADMI	258.60		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-160-5-00-204	HAMM - AUGUST LANDFILL CHARGES	99,728.66		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-160-5-00-204	HAMM - AUGUST LANDFILL CHARGES	18,547.89		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-213	SOLID WASTE:JA:EQUIP MAINT,PPE	504.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-213	SOLID WSATE:TS:TNG,OFFICE/ADMI	264.94		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-301	SOLID WSATE:TS:TNG,OFFICE/ADMI	1,044.61		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-160-5-00-305	SOLID WASTE:JA:EQUIP MAINT,PPE	21.96		
								*** VENDOR	648 TOTAL	120,400.80
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	336709	104868 AP	09/29/2023	3-160-5-00-213	48309 REPLACE WINDSHIELD UNIT	690.32		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336711	104870 AP	09/29/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	393.19		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336711	104870 AP	09/29/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	23.92		
86	EVERGY	EVERGY KANSAS CENTRAL INC	336711	104870 AP	09/29/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	274.50		
								*** VENDOR	86 TOTAL	691.61
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	336756	104915 AP	09/29/2023	3-160-5-00-208	SOLID WASTE - RECOVER 47 UNITS	438.75		
10703	TIRE TOWN	TIRE TOWN	336788	104947 AP	09/29/2023	3-160-5-00-207	SOLID WASTE - TIRES	500.00		
6885	WH SCALE C	WH SCALE CO	336791	104950 AP	09/29/2023	3-160-5-00-213	LE2858: 2 LOAD CELLS FOR PIT S	2,050.00		
6885	WH SCALE C	WH SCALE CO	336791	104950 AP	09/29/2023	3-160-5-00-213	LE2858: 2 LOAD CELLS FOR PIT S	56.00		
								*** VENDOR	6885 TOTAL	2,106.00
								TOTAL FUND 160		124,827.48
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336701	104860 AP	09/29/2023	3-174-5-00-210	MIDWEST MOBILE/PARTS FOR ITECH	1,800.00		
								TOTAL FUND 174		1,800.00
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	336687	104846 AP	09/27/2023	3-194-5-00-3	LVSO:BM:JAIL,AMMO,INV,TECH,VIO	44.89		

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 194	44.89
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	336781	104940 AP	09/29/2023	3-196-5-00-201	112368 CONFIRMATION TESTS	177.66	
								TOTAL FUND 196	177.66
18885	HAYNES EQU	HAYNES EQUIPMENT CO	336717	104876 AP	09/29/2023	3-210-5-00-2	SVC CALL SD#1 DANA LANE	1,871.33	
								TOTAL FUND 210	1,871.33
17551	DIGGER JIM	DIGGER JIM'S	336705	104864 AP	09/29/2023	3-218-5-00-2	GINGER CREEK PUMP/CLEAN LIFT S	300.00	
								TOTAL FUND 218	300.00
2570	BOND ESCROW REFUND	KELLY OR ESTHER LOHRKE	336694	104853 AP	09/29/2023	3-503-5-00-2	9-5 REF ENTRANCE PERMIT TONGAN	100.00	
								TOTAL FUND 503	100.00
1485	RELIANCE STANDARD	RELIANCE STANDARD	336782	104941 AP	09/29/2023	3-510-2-00-962	GL144512 SPETEMBER PREMIUMS	1,620.24	
1485	RELIANCE STANDARD	RELIANCE STANDARD	336782	104941 AP	09/29/2023	3-510-2-00-965	GL144512 SPETEMBER PREMIUMS	2,844.98	
								*** VENDOR 1485 TOTAL	4,465.22
								TOTAL FUND 510	4,465.22
								TOTAL ALL CHECKS	755,682.35

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	135,827.02
108	COUNTY HEALTH	14,274.49
119	ROD TECHNOLOGY	181.41
123	JUVENILE CRIME PREVENTION	599.16
126	COMM CORR ADULT	625.19
127	COMM CORR ADULT NON GRANT	127.96
133	ROAD & BRIDGE	237,815.47
136	COMM CORR JUVENILE	209.52
137	LOCAL SERVICE ROAD & BRIDGE	222,556.48
138	JUV INTAKE & ASSESSMENT	109.20
144	PALS (PETS AND LOVING SENIORS	4,854.91
145	COUNCIL ON AGING	3,572.59
146	COUNTY TREASURER SPECIAL	1,342.37
160	SOLID WASTE MANAGEMENT	124,827.48
174	911	1,800.00
194	VIOLENT OFFENDERS	44.89
196	DRUG TEST & SUPERVISION FEES	177.66
210	SEWER DISTRICT 1: HIGH CREST	1,871.33
218	SEWER DIST #5	300.00
503	ROAD & BRIDGE BOND ESCROW	100.00
510	PAYROLL CLEARING	4,465.22
	TOTAL ALL FUNDS	755,682.35

Consent Agenda 10/4/2023  
Checks 9/23 - 9/29

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# Leavenworth County Request for Approval

Date: October 4, 2023

To: BOCC

From: Jamie Miller

Department Head Approval: Jamie Miller

**Additional Reviews as needed:**

Budget Review  Administrator Review  Financial Review

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**Action Requested:** Authorize the EMS Department to order a replacement Ambulance from ARV for the year 2025.

**Recommendation:** Approval

**Analysis:** This request is part of the yearly EMS fleet replacement plan and is budgeted annually. The ambulances themselves are the backbone of the service for which we provide service.

Our vendor has informed us, that build time and lead times have not improved. Currently new ambulances are on a 3yr production timeframe. We do have a potential opportunity to order the 2025 unit now and maybe able to receive it in 2025. The Vendor has indicated they could possibly slide this unit into the production line as a demo slot which would move the delivery date up to 18 months. This would place the delivery into late summer early fall of 2025. Waiting to order this ambulance will mean delivery would not occur for at least 3yrs and we would not receive the unit until late 2027 at the earliest.

Our ambulances are bought utilizing the HGAC contract which meets bidding process policies.

**Budgetary Impact:**

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

**Financial:**

Cost of the ambulance \$332,099.06

**Leavenworth County  
Request for Board Action**

**Date:** September 28, 2023  
**To:** Board of County Commissioners  
**From:** Public Works

**Department Head Review:** Bill Noll, Reviewed

**Additional Reviews as needed:**

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

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**Action Requested:** Approval of the KDOT Cost Share Agreement No. 566-23 for Project No. C-5250-01 locally known as the 235<sup>th</sup> Street Road Improvement Project between Hollingsworth Road and Dempsey Road.

**Analysis:** This agreement allows for the reimbursement of \$975,800 of the projects construction costs. The agreement has an ending date of six months from September of 2023 to have the project under contract. This creates a hard timeline for the waterline relocation efforts that have not been completed by the water district.

**Recommendation:** Approval.

**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:**  
NA

**Additional Attachments:** KDOT Agreement

PROJECT NO. C-5250-01  
COST SHARE PROGRAM  
235<sup>th</sup> STREET ROADWAY IMPROVEMENT PROJECT  
LEAVENWORTH COUNTY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Leavenworth County, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. §§ 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a road improvement project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

**ARTICLE I**

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.

9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means Leavenworth County Kansas, with its place of business at 300 Walnut Street, Suite 007, Leavenworth, KS 66048.

14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Construction of the Project.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

18. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **Street paving of 235<sup>th</sup> Street (County Route 30) between Hollingworth Road and Dempsey Road in Leavenworth County, Kansas.**

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.



## ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	20% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$975,800.00.
LPA	80% of Total Actual Costs of Construction until Secretary's funding limit is reached;  100% of Total Actual Costs of Construction after Secretary's funding limit is reached;  100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments;  100% Non-Participating Costs.

## ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

## ARTICLE IV: LPA RESPONSIBILITIES

1. **Access Control.** The LPA shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

2. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction

Engineering work phases, or any other major expense associated with the Project.

3. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

6. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 6 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 6 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement shall also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’

(Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary, the LPA, or both, incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

8. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

9. **Design and Specifications.** The LPA shall be responsible to make or contract to have made Design Plans for the Project.

10. **Future Encroachments.** Except as provided by state, local, and federal laws, the LPA agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Hazardous Waste.** The LPA agrees to the following regarding Hazardous Waste:

(a) **Removal of Hazardous Waste.** The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

12. Indemnification.

(a) General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

(b) Indemnification by Contractors. The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. Inspections. The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary

services. The Consultant retained shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The LPA shall require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

14. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

15. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

16. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

17. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

18. **Period of Performance.** The LPA shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within two (2) years of the Letting date the Notice to Proceed was issued to the LPA.

19. **Plan Retention.** The LPA shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

20. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

21. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

22. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** Any and all acquisitions of any Right of Way shown on the final Design Plans for the project shall be done in accordance with law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and K.S.A. §§ 58-3501 to 58-3507, and in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Further, the LPA shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions shall be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) **Highway Use Permit.** If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA shall submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at [https://www.ksdot.org/Assets/wwwksdotorg/dot\\_304\\_hwy\\_permit.pdf](https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf).

(d) **Relocation Assistance.** The LPA shall contact the Secretary if there will be

any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

23. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

24. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 5. The Design Plans shall be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies shall be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

25. **Traffic Control.** The LPA agrees to the following regarding traffic control for the Project:

(a) **Temporary Traffic Control.** The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan shall conform to the latest version of the MUTCD, as adopted by the Secretary, and comply with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The LPA shall control parking of vehicles on the city

streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

26. Utilities. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move, adjust, or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted



timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

## **ARTICLE V: SPECIAL PROGRAM REQUIREMENTS**

1. **Letting Deadline.** The LPA shall Let the Project no later than six (6) months after September 2023. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after September 2023, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the LPA shall purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project shall require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- |  |                               |
|--|-------------------------------|
| 1) Violates in 1 <sup>st</sup> year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 <sup>nd</sup> year of 10-year period: | 90% of the Secretary's Share  |
| 3) Violates in 3 <sup>rd</sup> year of 10-year period: | 80% of the Secretary's Share  |
| 4) Violates in 4 <sup>th</sup> year of 10-year period: | 70% of the Secretary's Share  |
| 5) Violates in 5 <sup>th</sup> year of 10-year period: | 60% of the Secretary's Share  |
| 6) Violates in 6 <sup>th</sup> year of 10-year period: | 50% of the Secretary's Share  |
| 7) Violates in 7 <sup>th</sup> year of 10-year period: | 40% of the Secretary's Share  |
| 8) Violates in 8 <sup>th</sup> year of 10-year period: | 30% of the Secretary's Share  |
| 9) Violates in 9 <sup>th</sup> year of 10-year period: | 20% of the Secretary's Share  |

10) Violates in 10<sup>th</sup> year of 10-year period: 10% of the Secretary's Share

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

## ARTICLE VI: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 01.24.23" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall

be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

**The Secretary:**  
Kansas Department of Transportation  
Attn: Michelle Needham  
Division of Fiscal & Asset Management  
700 SW Harrison Street, 2<sup>nd</sup> Floor West  
Topeka, KS 66603-3754

**The LPA:**  
Leavenworth County, Kansas  
Attn: William Noll  
300 Walnut Street, Suite 007  
Leavenworth, KS 66048

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

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

ATTEST:

LEAVENWORTH COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

Kansas Department of Transportation  
Secretary of Transportation

By:

\_\_\_\_\_  
Greg M. Schieber (Date)  
Deputy Secretary and  
State Transportation Engineer

Form Approved
By _____
Legal Dept. KDOT

INDEX OF ATTACHMENTS

- Civil Rights Act Attachment (Rev. 01.24.2023)
- Contractual Provisions Attachment DA-146a

## KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

### PREAMBLE

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

### CLARIFICATION

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

### ASSURANCE APPENDIX A

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

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

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

#### ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

**Leavenworth County  
Request for Board Action  
Resolution 2023-25  
Special Use Permit - Whiskey Ridge Event Center**

**Date:** October 4, 2023  
**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**

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**Action Requested:** Approve Resolution 2023-25, a request for the issuance of a Special Use Permit for Whiskey Ridge Event Center.

**Analysis:** The applicant is applying for a Special Use Permit to operate an event center. There have been several iterations of the application regarding this business beginning in 2020. The BOCC direction given the applicant was to complete code required sprinkler installation as required by the occupancy. The work has been completed and accepted by the Stranger FD Fire Chief.

The event center is proposed to be open year-round with most events occurring during the weekend. The applicant has indicated that the center may be used for large gatherings on weekdays but this will most likely be infrequent and not last into the evening. The center will accommodate up to 400 guests. Wedding ceremonies may take place both inside or outside with music. Receptions, including music, will take place indoors. The narrative indicated that events will conclude at 11:00 PM. Clean-up will continue after the event but staff supports placing condition that it be limited till 12:00 AM.

The venue will have a warming kitchen available for use during the event. No food will be prepared on-site. The center will also have a bar area which the applicant has requested a temporary liquor license for use if requested.

The application includes a proposed parking lot that would accommodate up to 180 vehicles. The parking lot should accommodate most events; however, some may require overflow parking which has been accounted for in the site plan. The parking lot is gravel. The applicants have contacted KDHE about a SWPPP which was not required by the State.

The property also has an historic farmhouse that has been renovated and will be leased as part of the event center for guest accommodation. Parking for the guest house is separate and adequate for this use.

**Planning Commission Recommendation:** The Planning Commission voted 8-0 (1 absent) to recommend approval of Resolution 2023-25 (Case No. DEV-23-110) of a Special Use Permit for Whiskey Ridge Event Center.

**Alternatives:**

1. Conditionally Approve Resolution 2023-25 (Case No. DEV-23-110), Special Use Permit for Whiskey Ridge Event Center, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-25 (Case No. DEV-23-110), Special Use Permit for Whiskey Ridge Event Center, with Findings of Fact; or

3. Revise or Approve with Condition the Planning Commission Recommendation to Resolution 2023-25 (Case No. DEV-23-110), Special Use Permit for Whiskey Ridge Event Center, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

**Additional Attachments:** Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
STAFF REPORT**

CASE NO: DEV-23-110 Whiskey Ridge Event Center

September 13, 2023

<b>REQUEST: REGULAR AGENDA</b> <input type="checkbox"/> Zoning Amendment <input checked="" type="checkbox"/> Special Use Permit <input type="checkbox"/> Temporary Special Use Permit	<b>STAFF REPRESENTATIVE:</b> AMY ALLISON DEPUTY DIRECTOR
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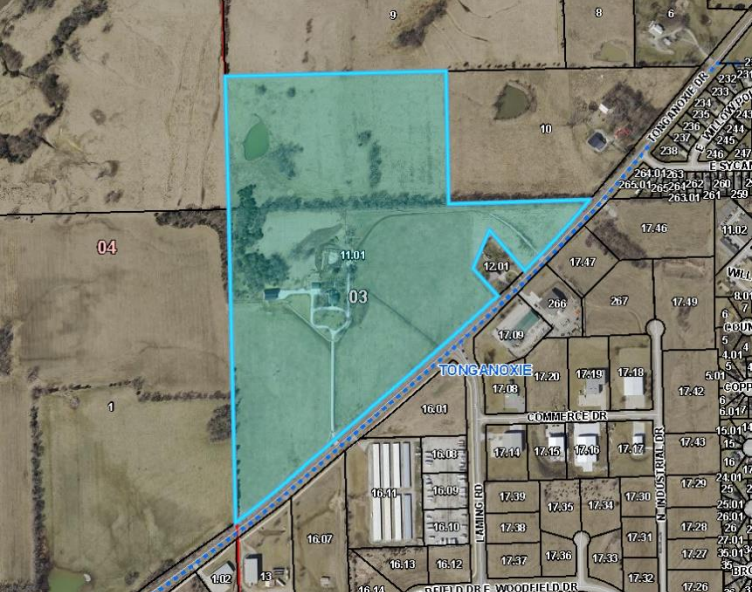
<b>SUBJECT PROPERTY:</b> 19051 TONGANOXIE DR	<b>APPLICANT/APPLICANT AGENT:</b> DAN & CINDY LYNCH 19751 219 <sup>TH</sup> ST TONGANOXIE KS 66086
	<b>PROPERTY OWNER:</b> ORISON LLC
	<b>CONCURRENT APPLICATIONS:</b> N/A
	<b>LAND USE</b>
	ZONING: RR-2.5
	FUTURE LAND USE DESIGNATION: MIXED RESIDENTIAL

<b>LEGAL DESCRIPTION:</b> A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas	SUBDIVISION: N/A FLOODPLAIN: N/A
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<b>PLANNING COMMISSION RECOMMENDATION: DENIAL</b>	<b>PROPERTY INFORMATION</b>
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<b>ACTION OPTIONS:</b> <ol style="list-style-type: none"> <li>1. Recommend approval of Case No. DEV-23-110, Special Use Permit for an Event Center, to the Board of County Commission, with or without conditions; or</li> <li>2. Recommend denial of Case No. DEV-23-110, Special Use Permit for an Event Center, to the Board of County Commission for the following reasons; or</li> <li>3. Continue the hearing to another date, time, and place.</li> </ol>	PARCEL SIZE: 58.70 ACRES  PARCEL ID NO: 192-03-0-00-00-011.01  BUILDINGS: SINGLE-FAMILY RESIDENCE, ACCESSORY STRUCTURE & EVENT BARN
--	---

<b>PROJECT SUMMARY:</b> Requesting a permit to operate an event center at 19051 Tonganoxie Dr, Tonganoxie, KS.	ACCESS/STREET: TONGANOXIE DR – COUNTY ARTERIAL, PAVED, ± 24’
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<b>Location Map:</b> 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #e0e0e0;"> <th style="text-align: center; padding: 5px;">UTILITIES</th> </tr> <tr> <td style="padding: 5px;">SEWER: SEPTIC</td> </tr> <tr> <td style="padding: 5px;">FIRE: STRANGER</td> </tr> <tr> <td style="padding: 5px;">WATER: RWD 9</td> </tr> <tr> <td style="padding: 5px;">ELECTRIC: FREESTATE</td> </tr> <tr style="background-color: #e0e0e0;"> <th style="text-align: center; padding: 5px;">NOTICE &amp; REVIEW:</th> </tr> <tr> <td style="padding: 5px;">STAFF REVIEW: 8/24/2023</td> </tr> <tr> <td style="padding: 5px;">NEWSPAPER NOTIFICATION: 8/22/2023</td> </tr> <tr> <td style="padding: 5px;">NOTICE TO SURROUNDING PROPERTY OWNERS: 8/22/2023</td> </tr> </table>	UTILITIES	SEWER: SEPTIC	FIRE: STRANGER	WATER: RWD 9	ELECTRIC: FREESTATE	NOTICE & REVIEW:	STAFF REVIEW: 8/24/2023	NEWSPAPER NOTIFICATION: 8/22/2023	NOTICE TO SURROUNDING PROPERTY OWNERS: 8/22/2023
UTILITIES										
SEWER: SEPTIC										
FIRE: STRANGER										
WATER: RWD 9										
ELECTRIC: FREESTATE										
NOTICE & REVIEW:										
STAFF REVIEW: 8/24/2023										
NEWSPAPER NOTIFICATION: 8/22/2023										
NOTICE TO SURROUNDING PROPERTY OWNERS: 8/22/2023										

<b>FACTORS TO BE CONSIDERED:</b>		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> Properties located within the unincorporated areas of the County are primarily rural in nature. Most of the surrounding lots are large in size. Properties within the City of Tonganoxie are primarily industrial in nature with some commercial businesses. There is a residential neighborhood to the north.</p> <p><i>Nearby City Limits:</i> The property is located adjacent to the City of Tonganoxie.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. Industrial and Commercial businesses are located across the road.</p> <p><i>Adjacent Zoning:</i> The adjacent properties within the unincorporated area are zoned RR-2.5. The properties within the City of Tonganoxie are zoned Light to Moderate Industrial.</p>	✓	
<p><b>3. Suitability of the Property for the uses to which it has been restricted:</b>  <i>The property is suitable as a rural residence. The requested use is allowed with a Special Use Permit</i></p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b>  <i>The requested-use is unlikely to detrimentally impact neighboring properties. The applicant had applied and was approved for this type of use in April of 2020. Due to inactivity on the original SUP, the applicant reapplied in November of 2022. The request failed however the Board of County Commissioners waived the one year re-application requirement for this Special Use Permit.</i></p> <p><i>Traffic:</i> Traffic will be limited to primarily weekends. The applicant is proposing that the proposed business will generate 400 trips for their largest events (accounts for guest, 200 vehicles, and supporting staff, 20 vehicles). The property accesses off of Tonganoxie Drive which is a County Arterial with an existing traffic count of more than 3,700 vpd.</p> <p><i>Lighting:</i> No exterior lighting besides security lighting is proposed with this request.</p> <p><i>Noise:</i> There may be additional noise during events, which will primarily be on the weekends. The event center is situated toward the center of the property which would reduce the noise heard at the property line.</p> <p><i>Outdoor Storage:</i> No outdoor storage is proposed with this request.</p> <p><i>Parking:</i> The applicant is proposing to install 180 parking spaces. The Zoning and Subdivision Regulations requires 80 spaces for this type of use. For the larger events, the applicant has indicated overflow parking to support the maximum guest car limits (200). Additional parking area are located to the west of the guest house for support staff.</p>	 ✓  ✓  ✓  ✓	

<i>Visitors/Employees: The narrative indicates that most visitors will be on-site during the weekend when events are most likely to take place. The applicant is proposing a center that would accommodate up to 400 guests. There would also be additional work staff to support these events. During the weekdays, limited visitors is expected.</i>	✓	
<i>Waste: Any waste generated from the proposed use must be disposed of in compliance with all local and state requirements. The applicant has proposed an engineered on-site wastewater system.</i>	✓	
<b>5. Length of time the property has been vacant as zoned:</b> <input checked="" type="checkbox"/> <i>Not Vacant: The property has a house and is being used for agricultural purposes.</i>	✓	
<b>6. Relative gain to economic development, public health, safety and welfare:</b> <i>The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.</i>	✓	
<b>7. Conformance to the Comprehensive Plan:</b> <i>Future Land Use Map: Mixed Residential</i> <i>The proposed use requires a Special Use Permit in this zoning district.</i>		✓

**STAFF COMMENTS:**

The applicant is requesting a Special Use Permit for an event center. The applicant applied for a similar Special Use Permit in 2020, but cancelled the permit shortly after it was approved. The applicant re-applied in November 2022 but was denied until such a time the applicant can install a fire suppression system that complies with the adopted Building Codes. The Board of County Commissioners waived the one-year re-application time limit for this type of use. The applicant is proposing to operate the event center out of a structure that was permitted in 2021 as an agricultural building. The applicant has provided an engineering report that inspected the foundation of the structure and found that it is structurally sound and compliant with the 2006 International Building Codes. The applicant has installed a fire suppression system, the plans are enclosed. The Stranger Fire District has inspected the site and structure and has approved the site for this type of use.

The event center is proposed to be open year-round with most events occurring during the weekend. The applicant has indicated that the center may be used for large gatherings on weekdays but this will most likely be infrequent and not last into the evening. The center will accommodate up to 400 guests. Wedding ceremonies may take place both inside or outside with music. Receptions, including music, will take place indoors. The narrative indicated that events will conclude at 11:00 PM. Clean-up will continue after the event but staff supports placing condition that it be limited till 12:00 AM.

The venue will have a warming kitchen available for use during the event. No food will be prepared on-site. The center will also have a bar area which the applicant has requested a temporary liquor license for use if requested.

The application includes a proposed parking lot that would accommodate up to 180 vehicles. The parking lot should accommodate most events, however some may require overflow parking which has been accounted for in the site plan. The parking lot is gravel. The applicants have contacted KDHE about a SWPPP which was not required by the State.

The property also has an historic farmhouse that has been renovated and will be leased as part of the event center for guest accommodation. Parking for the guest house is separate and adequate for this use.

**STAFF RECOMMENDED CONDITIONS:**

1. Events shall be limited to the hours of 8:00 AM until 11:00 PM. All business operations, except for overnight guest accommodations, shall cease by 12:00 AM.
2. The SUP shall be limited to four full-time employees and unlimited seasonal employees.

3. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
4. No on-street parking shall be allowed.
5. This SUP shall be limited to the Narrative and accompanying documents dated August 2, 2023 and August 15, 2023 submitted with this application.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. Any noise generated from the proposed business shall be limited to 60 dB, as measured from the property line.
8. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
9. No outdoor storage of materials shall be allowed.
10. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements. If a dumpster is used, said dumpster must be screened.
11. The developer must comply with the following memorandums:
  - a. Memo – Chuck Magaha, Emergency Management, dated August 3, 2023
  - b. Memo – Mitch Pleak, Olsson, dated August 24, 2023
12. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
13. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and required documents shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.

**ATTACHMENTS:**

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



**SPECIAL USE PERMIT APPLICATION**

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Dan/Lindy Lynch</u>	NAME <u>Orison, LLC</u>
ADDRESS <u>19751 219th St.</u>	ADDRESS <u>1204 State Ave, Ste A</u>
CITY/ST/ZIP <u>Tonganoxie, KS 66086</u>	CITY/ST/ZIP <u>Tonganoxie, KS 66086</u>
PHONE <u>(913) 488-9306</u>	PHONE <u>(913) 488-9306</u>
EMAIL <u>clcrury@gmail.com</u>	EMAIL <u>clcrury@gmail.com</u>
CONTACT PERSON <u>Lindy Lynch</u>	CONTACT PERSON <u>Lindy Lynch</u>

**PROPERTY INFORMATION**

PID: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Address of property 19051 Tonganoxie Dr, Tonganoxie Parcel size 58 acres

Current use of the property Farm

Does the owner live on the property?  Yes  No

Proposed Special Use Event Center

**TAX ASSESSEMENT STATEMENT**

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

I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one)  Yes  No

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

Signature Cindy Lynch Date 7/28/2023

**ATTACHMENT A**

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business Whiskey Ridge Event Center

Existing and Proposed Structures 9x100' Building and existing house

Number of structures used for Special Use Permit 2

Will the use require parking?  Yes  No How many parking spaces are proposed/available? 180

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
Month Month

Reason for requesting a Special Use Permit: To use building for events

**Estimated Traffic**

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

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

Daily \_\_\_\_\_ Weekly 320 Monthly \_\_\_\_\_

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily \_\_\_\_\_ Weekly 3-5 Monthly \_\_\_\_\_

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days) in a calendar year.

Passenger: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_  
Commercial: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

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

Primarily weekends for scheduled events

What is the anticipated route(s) from the nearest State Highway to the Site? 24-40, N. on Laming Rd, (L) on Tonganoxie Dr to parking lot on left.

**Special Use Permit Renewal**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Entered in the transfer record in my office this  
4 day of Jan, 20 19  
Janet Blaumen  
County Clerk

Continental Title 18332240

Trustee's Deed

This indenture, made this 31<sup>st</sup> day of December, 2018, by and between, Don C Huebner, Jr. Trustee U/T/A dated 11/4/92 F/B/O Don C Huebner, Jr. as GRANTOR, and Orison, LLC as GRANTEE, whose mailing address is: 1204 State Ave Suite A, Tonganoxie, KS 66086.

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

Legal Description: A tract of land located in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of said Section 3, Thence South 89° 43'51" East (assumed bearing) along the South line of the Southwest Quarter 481.88 feet, Thence North 0° 16'09" East 1330.50 feet to the True Point of Beginning, said point also being on the Northerly right of way of County Road No. 5; Thence North 14° 28'42" East 103.39 feet, Thence North 1° 37'20" East 488.67 feet, Thence North 47° 05'36" West 301.22 feet, Thence North 1° 28'16" East 255.28 feet, Thence South 88° 46'55" East 337.78 feet, Thence South 1° 45'02" West 361.61 feet, Thence South 37° 40'06" West 125.43 feet, Thence South 1° 37'20" West 468.00 feet, Thence South 45° 24'20" East 47.88 feet to the Northerly right of way of said County Road No. 5, Thence South 50° 30'00" West along said Northerly right of way 125.00 feet to the Point of Beginning, except part in streets or roads.

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

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

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

If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE shall be construed to be GRANTORS and GRANTEES whenever the sense of this Deed requires.

If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE shall be construed to be GRANTORS and GRANTEES whenever the sense of this Deed requires.

In Witness Whereof, the said GRANTOR has executed this instrument the day and year first above written.

Don C. Huebner, Jr. Trustee U/T/A dated 11/4/92 F/B/O Don C. Huebner, Jr.

By: *Don C. Huebner, Jr.*  
Don C. Huebner, Jr., Trustee

State of Kansas                             )  
   )SS.  
County of Leavenworth             )

On this 31 day of December, 2018, before me personally appeared Don C. Huebner, Jr. Trustee U/T/A dated 11/4/92 F/B/O Don C. Huebner, Jr., to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they/he/she executed the same as their/his/her free act and deed and said trust is still in full force and effect and has not been revoked or amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Amber Lynn Revard*  
Amber Lynn Revard Notary Public  
My term expires: September 1, 2019



# CERTIFICATE OF SURVEY

Tracts of land in the fractional West Half of Section 3, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## BOUNDARY LINE ADJUSTMENT

### SURVEYOR'S DESCRIPTION:

#### TRACT 1:

Tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the West Quarter Corner of said Section 3; thence South 01 degrees 33'32" East for a distance of 1071.30 feet along the West line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence North 88 degrees 26'28" East for a distance of 200.00 feet; thence South 01 degrees 33'32" East for a distance of 472.85 feet to the apparent northerly right of way of Tonganoxie Road as it exists today; thence on a non-tangent curve to right having a radius of 6469.59 feet and an arc length of 249.75 feet, being subtended by a chord bearing South 51 degrees 39' West and a chord distance of 249.74 feet, along said right of way to the West line of said Southwest Quarter; thence North 01 degrees 33'32" West for a distance of 622.43 feet along said West line to point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.52 acres, more or less, including road right of way.

Error of Closure: 1 - 666.043

#### TRACT 2:

Tract of land in the Fractional West Half of Section 3, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the West Quarter Corner of said Section 3; thence North 01 degrees 32'22" West for a distance of 732.95 feet; thence North 88 degrees 38'18" East for a distance of 1195.09 feet; thence South 01 degrees 24'47" East for a distance of 728.16 feet to the North line of the Southwest Quarter of said Section 3; thence North 88 degrees 21'28" East for a distance of 122.73 feet; thence South 01 degrees 26'49" East for a distance of 624.33 feet to the apparent northerly right of way of Tonganoxie Road as it exists today; thence South 88 degrees 45'43" West for a distance of 1246.23 feet along said right of way; thence on a curve to right having a radius of 6469.59 feet and an arc length of 201.23 feet, being subtended by a chord bearing South 49 degrees 39' 11" West and a chord distance of 201.22 feet, along said right of way; thence North 01 degrees 33'32" West for a distance of 472.85 feet; thence North 88 degrees 26'28" West for a distance of 200.00 feet to the West line of said Southwest Quarter; thence North 01 degrees 33'32" West for a distance of 1071.30 feet along said West line to point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 52.82 acres, more or less, including road right of way.

Error of Closure: 1 - 272915

### RECORD DESCRIPTION:

All that part of the West 1/2 of the Southwest 1/4 of Section 3, lying West of the Right-of-Way of the Union Pacific Railway Company, all in Township 11, of Range 21, in Leavenworth County, Kansas LESS AND EXCEPT a tract of land located in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of said Section 3, Thence South 89°43'51" East (assumed bearing) along the South line of the Southwest Quarter 481.88 feet, Thence North 0°16'09" East 1220.50 feet to the True Point of Beginning, said point also being on the northerly right of way of County Road No. 5; Thence North 14°28'42" East 103.39 feet, Thence North 1°37'20" East 498.57 feet, Thence North 17°05'16" West 301.22 feet, Thence North 1°28'18" East 255.28 feet, Thence South 88°46'55" East 337.78 feet, Thence South 104°51'2" West 361.61 feet, Thence South 37°40'06" West 125.43 feet, Thence South 1°37'20" West 480.30 feet, Thence South 45°14'20" East 47.88 feet to the northerly right of way of said County Road No. 5, Thence South 50°30'00" West along said northerly right of way 125.00 feet to the POINT OF BEGINNING, containing 3.434 acres, and subject to any easements of record.

AND

A tract of land in the Northwest Quarter (NW1/4) of Section Three (3), Township Eleven (11) South, Range Twenty-One (21) East of the 6th Principal Meridian, more fully described as follows: Beginning at the Southwest corner of said Northwest Quarter (NW1/4); thence (N02°04'19"E) 726.85 feet along the west line of said Northwest Quarter (NW1/4), thence East 1198.00 feet; thence (S0°04'19"W) 726.85 feet to the South line of said Northwest Quarter (NW1/4); thence West 1198.00 feet along the South line to the point of beginning. Contains 20.0 acres more or less, as per Survey recorded January 22, 1975 at 1:02 o'clock P.M. in Survey Book S-10, #3 in the Office of the Register of Deeds of Leavenworth County, Kansas.

PREPARED FOR:  
Orson LLC  
190-51 Tonganoxie Road  
Tonganoxie, KS 66808  
PID NO. 192-02-00-00-011 & 011.01

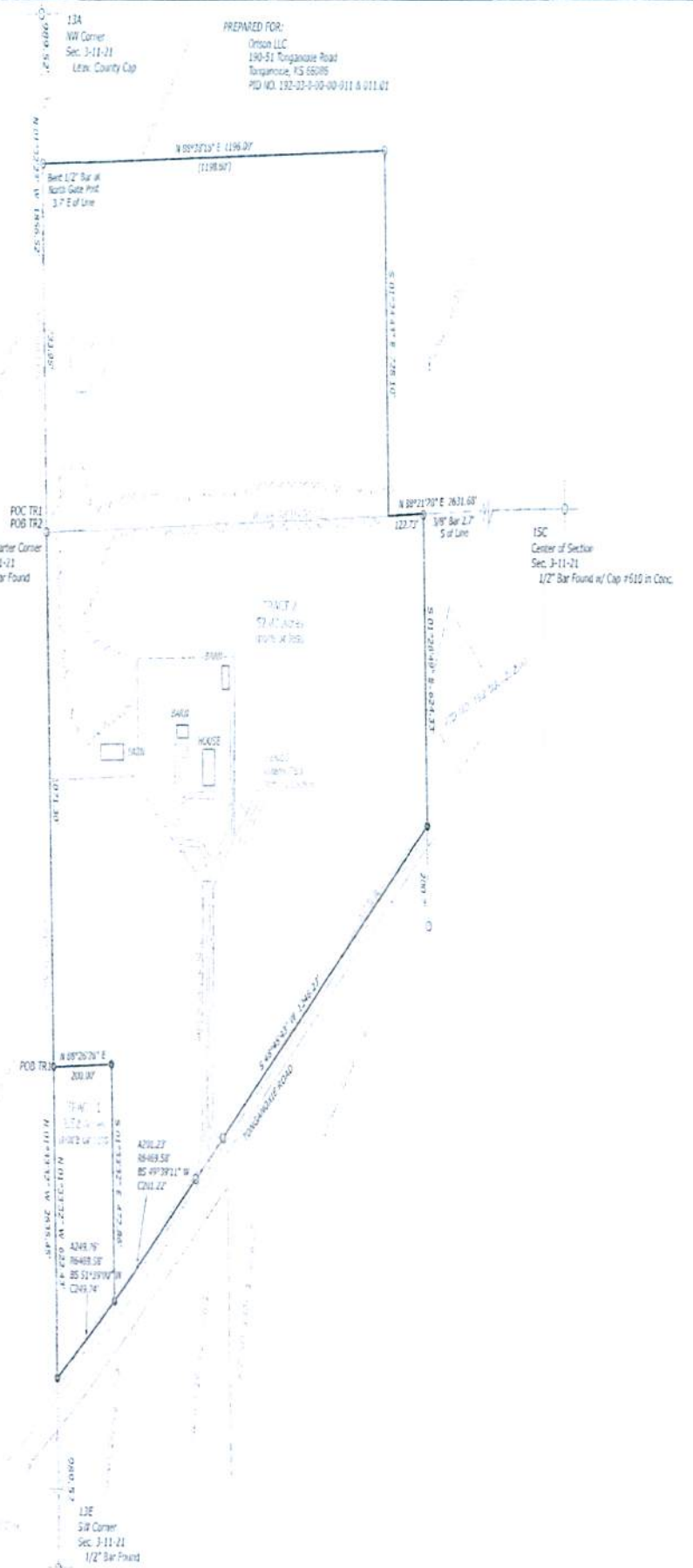
Doc. # 2020028  
Eric A. DORRICK  
REGISTER OF DEEDS  
LEAVENWORTH COUNTY, KANSAS  
RECORDED ON:  
11/19/2020 10:12:22 AM  
RECORDED FOR: 21.00  
PAGE: 1

### NOTES:

- 1) This survey does not show encroachments or easements.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All record and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Surveyor's Description
- 5) Basis of Bearing - KS SPC North Zone 1551
- 6) Point Origin Unknown, unless otherwise noted.
- 7) Referenced Surveys  
(A77) - A.P. Tanning Survey recorded in 2000  
(A81) - J.A. Herring recorded plat BLUE MOUNTAIN SUBD. (WFW) - W.F. Ward Survey recorded in 1992  
(R) Road Records - Tonganoxie Road Plans not recovered.  
(R) Referenced Deed Book 800 Page 737
- 8) Survey prepared without the benefit of a title commitment.
- 9) Fence Lines do not necessarily denote property lines.
- 10) Structures are shown in approximate location.
- 11) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0225G & 2020 dated July 16, 2015
- 12) Utilities, if shown, are visible and above ground, except as noted. Easements may or may not exist.

### LEGEND:

- - Stone Found in place as noted
- - 1/2" Bar Set with Cap No. 1295
- - 1/2" Bar Found, unless otherwise noted.
- △ - PK Nail Found in Place
- ⋈ - Record / Deeded Distance
- POB - Point of Beginning
- POC - Point of Commencement
- Free/Brush Line



Scale 1" = 200'

Job # K-20-1249  
March 17, 2020 Rev. 4/4/2022



VERIFICATION BY COUNTY STAFF  
This last plat, as described and shown above, has been approved and assumed by the following County Staff persons this 15th day of April, 2020.

John Howard Director  
*John Howard*  
Steph A. Vitt

COUNTY SURVEYOR  
I hereby certify that this document has been reviewed by me and is being filed for public information only.

*Eric A. Dorrick*  
Eric A. Dorrick  
4/5/20

I hereby certify that this survey was made by me or under the direct supervision, in the period during the dates of January 20th, March 2020 and this map or plat is correct to the best of my knowledge.

Eric A. Dorrick  
KS # 1295

OWNER AUTHORIZATION

I/WE Cindy Rynick, Orison, LLC, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 28<sup>th</sup> day of July, 2023, make the following statements, to wit:

- 1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property  
See Attachment "A" attached hereto and incorporated herein by reference.
- 2. I/We the undersigned, have previously authorized and hereby authorize Dan Linder Linder (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 14051 Tonganoxie, Dr. Tonganoxie (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- 3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- 4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

Cindy Rynick  
Owner

\_\_\_\_\_  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of July, 2023,  
by Marilyn M. Thompson.

My Commission Expires: June 16, 2026



Marilyn M. Thompson  
Notary Public

ATTACHMENT C

## Whiskey Ridge

Proposed Venue in Tonganoxie, KS

The property located at 19051 Tonganoxie Drive, Tonganoxie, KS is owned by Orison, LLC whose sole members are Dan and Cindy Lynch of 19751 219<sup>th</sup> Street, Tonganoxie, KS. The property currently consists of a home, built in 1869, a detached garage, and 2 barns. We have remodeled the home as it sustained water damage before we purchased it. The ground is being used as a hay field and home to cattle. This will continue until no longer reasonable.

We have replaced the smaller barn with a 90' x 100' barn to be used as a venue space. The barn consists of a large open space for approximately 300 people, a warming/refrigeration kitchen with sinks, bar, storage, and wheelchair accessible bathroom facilities for men and women. Dan and Cindy will not personally be preparing food in the kitchen, but it will be available for catered events. The bar area will not be stocked by the venue owners but is available for use by those renting the venue. They will provide their own beverages and servers. We will be responsible for maintenance of the facility, house, and surrounding property.

A gravel parking lot has been added to the west of the barn. It will allow for approximately 180 cars. For safety, the parking area will be lit by solar lighting placed in the landscaped areas of the parking lot.

There will not be any full-time employees at the venue. Family members and/or friends will be there to help with events. During an event, we will need 2-4 people there to answer questions or help with parking. The venue and house will be open or available for tours by potential customers by appointment. We are expecting to host events primarily on the weekends. Weekdays will also be available for rentals although those dates aren't usually as popular. Those that rent the property will have the option to rent for the day or weekend. An option to include the rental of the house with weekend events will also be available.

All music by band or DJ will be turned off by 11pm. Hours of operation will be from 8am to 11pm on days when events are scheduled unless the clients have also booked the house for the wedding party. The property will be available by appointment only for tours.

There will be a 2' x 3' sign at the end of the driveway. It will be made of metal and will be posted on the fence gate.

In case of an emergency, the venue barn is equipped with interior and exterior back-up flood lights for safety. Fire extinguishers are in the kitchen and storage/furnace area. Fire exits are located on 3 sides of the venue. Weather will be monitored using weather apps and anyone at the venue at times of dangerous weather will be directed to the house's basement, interior rooms or the storage room in the barn. We have met with our local fire department or emergency management to acquaint them with the venue and receive input on our safety plan. The sprinkler system will be operational by August 1. A 16,000-gallon holding tank, pump, control panel, and sprinkler equipment has been installed at the cost of over \$250,000.

An additional septic system has been installed to accommodate the additional people using the venue barn during events.

As the barn is located in the middle of the parcel (57 acres m/l), we don't expect any change in peaceful surroundings for our neighbors. The additional noise during events will be kept to a minimum by distance and our time restraints for events. Additional traffic will not be noticeable. Tonganoxie Road is already somewhat busy, so our seasonal biweekly or weekly events will not noticeably affect the traffic.

We are requesting the permit for 5 years. At that time, we would be able to revisit the uses for our space.

Thank you for your consideration.

Dan & Cindy Lynch  
Orison, LLC



## Addressing SUP Comments from Public Works

1. The other structure included in the narrative is the guest house. This will be used on occasion for bridal parties to get ready or for them to stay overnight if it is included in their event contract. Parking for the house is separate from the venue. There is enough parking there for 50 cars. That will never be necessary at the house.
2. The estimated average number of events per week is one per week. There will be some weeks when we don't have any and some weeks we will have more than one.
3. Most of our events will consist of one singular event (wedding, party, etc.). I can't say ALL events, but MOST. We currently only have weddings booked but that can change.
4. There shouldn't be event traffic during peak traffic hours.
5. The additional 20 trips mentioned in the narrative represent support staff for the venue.
6. A maximum capacity event could be up to 400 people. This exact number has never been discussed as county inspections prior to the SUP approval are not required. Per our square footage of 9,000 square feet, we can very comfortably hold an event with 400 people. This will include food, bar service, music, dance floor, tables and seating for 400 people. This size event could require some cars to park in the grass if needed. To break it down (200 cars x 2 (entry and exit) = 400 guest cars) plus staff of 20 people = 20 cars to be parked at the house x 2 = 40 trips. Total is 440 cars for the event. If grass parking is necessary, we will park in the center of our 58 acres, next to the event center parking lot. At no time should cars be parked on the public road.
7. The commercial vehicles should not be present during the events. They should only be there to drop off supplies. If they must remain, they will park at the house driveway.
8. We have approximately 180 parking stalls in our gravel parking lot. Generally, we approximate there will be 2 people per car. We plan on 2-10 event staff per average event = 2 to 10 additional cars. Staff will usually park in the driveway at the house on site.
9. All gates will remain open for the entirety of all events.

## Additional Information for Planning & Zoning for SUP

1. The parking lot is a gravel lot without lines. It has space for approximately 180 cars.
2. Trash bags will be placed in a Honey Creek bin which will be hidden from view.
3. The water pump is scheduled to be installed to the fire suppression system on Wednesday, August 16th. The Stranger Township Fire Dept will come out after to inspect.
4. Some weddings will take place outside in the yard next to the building. This will just include the ceremony then the reception will take place inside the event center. We will have benches for guests to sit.
5. For events, we will have 2-4 people there to help with the event center. Any other staff will be employed by the clients hosting the events. I'm not sure about the maximum number of staff. Each event and client is different. It could be a few as 2 people and as many as 30.
6. Retail sales will not be on site.

## Comments for Public Works regarding SUP 8/21/2023

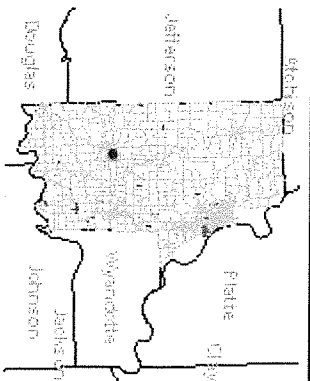
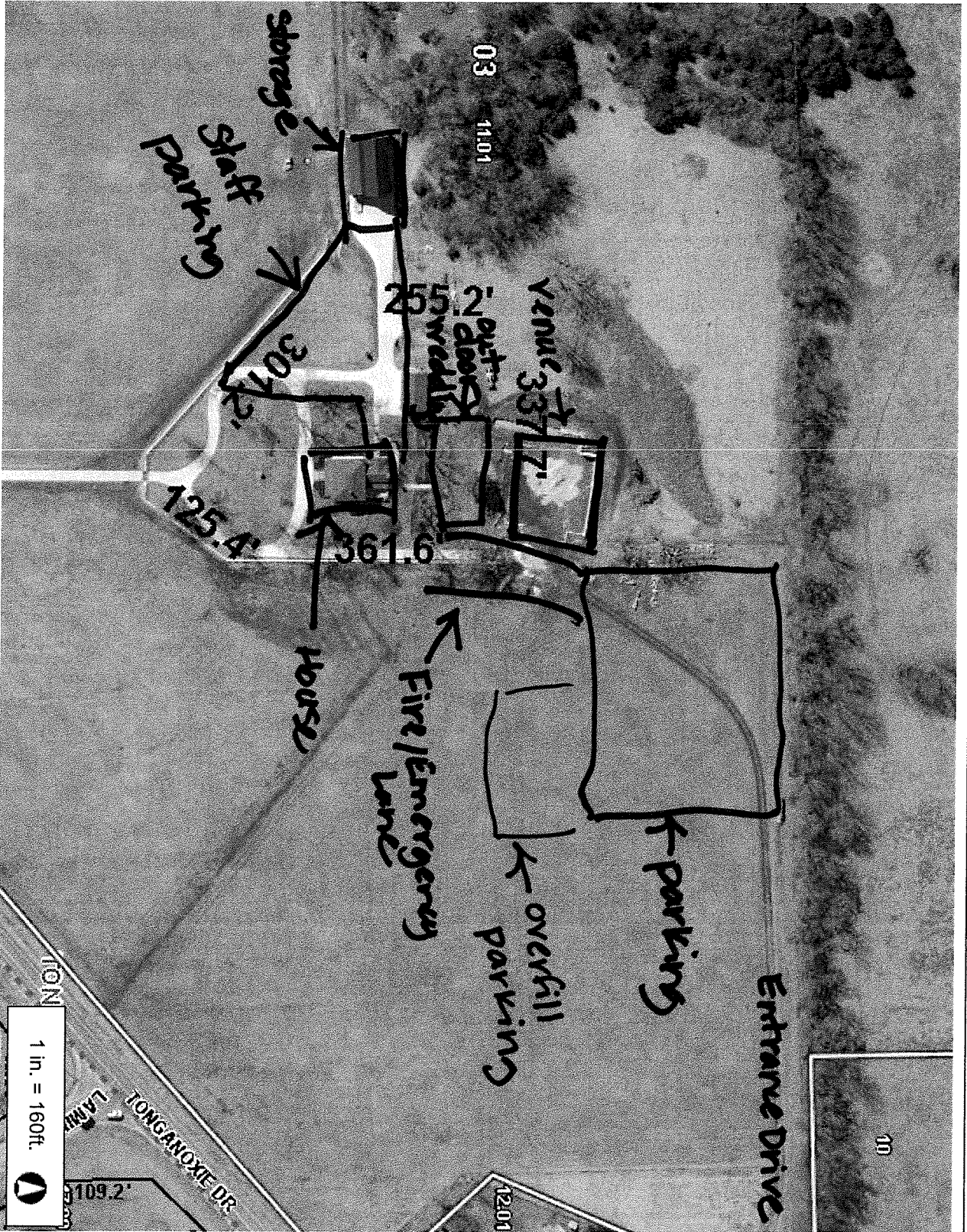
1. Guest house, drive, parking, overflow parking all included in the attached layout.

5. The maximum capacity as we currently understand it, could include up to 400 guests. There could be an additional 20 people (max) for support staff and vendors for an event of that size. That would mean an additional 40 trips. This would also be the same maximum as with any size event. Some events will only have 5 additional people (support staff and vendors). I'm guessing 20 people would be the maximum for any event.

6. The attached layout should explain this better. The gravel driveway consists of 180 parking spaces for guests. We will have overflow parking for guests in the grass (area is marked). Vendor and staff parking will be by the house either in the driveway or grassy area marked. At no time will street parking be allowed. We are expecting 2 people per car for guests and 1 person per car for support staff and vendors.

8. The driveway parking at the house will be for event staff and vendors only. There will not be any driveway parking at the guest entrance. Emergency vehicles can come through either gate to get to the venue or house. Both are open without cars parked in the drive.

# Leavenworth County, KS



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

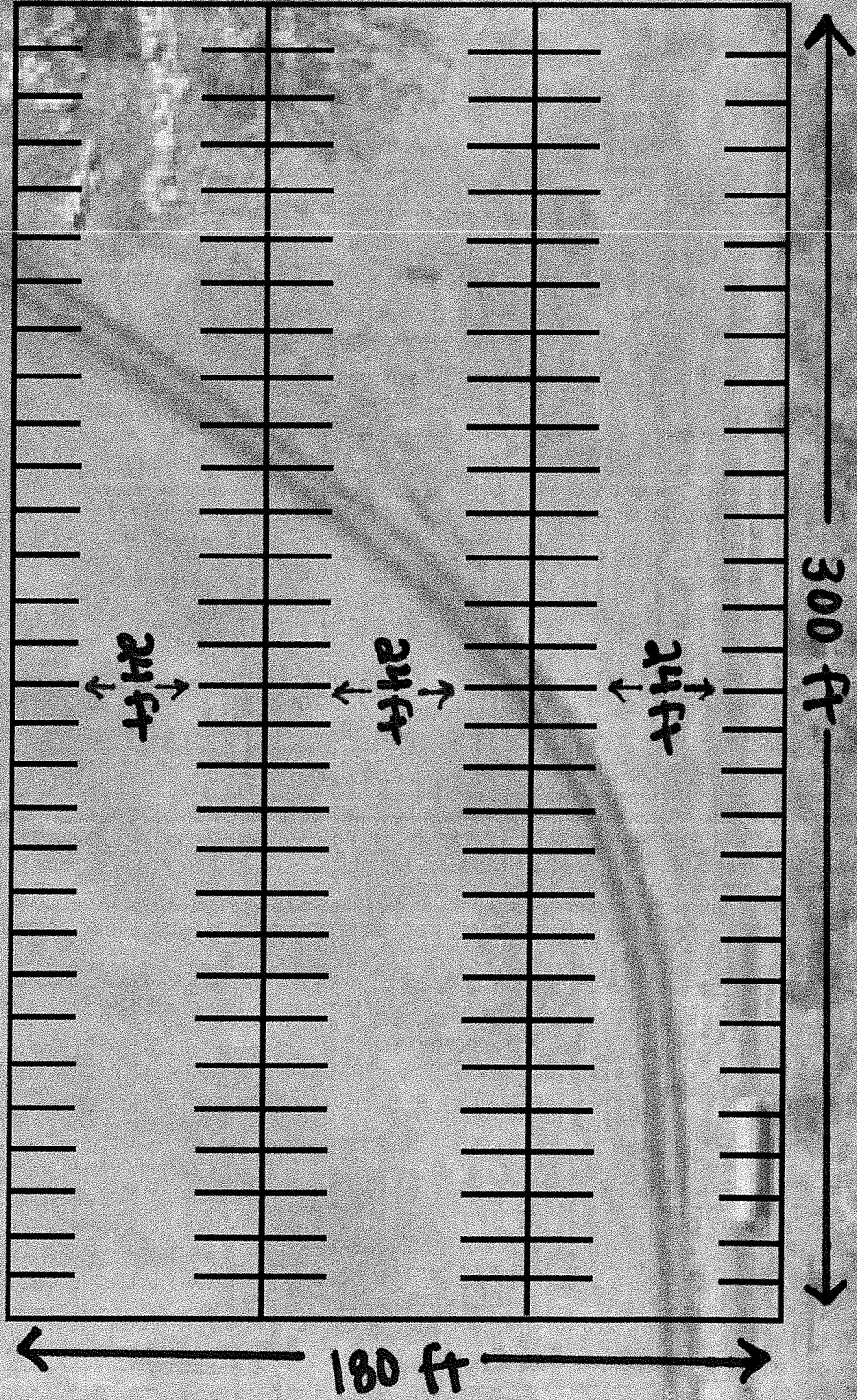
Notes

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

1 in. = 160ft.

320.5  
 0  
 160.23  
 320.5 Feet

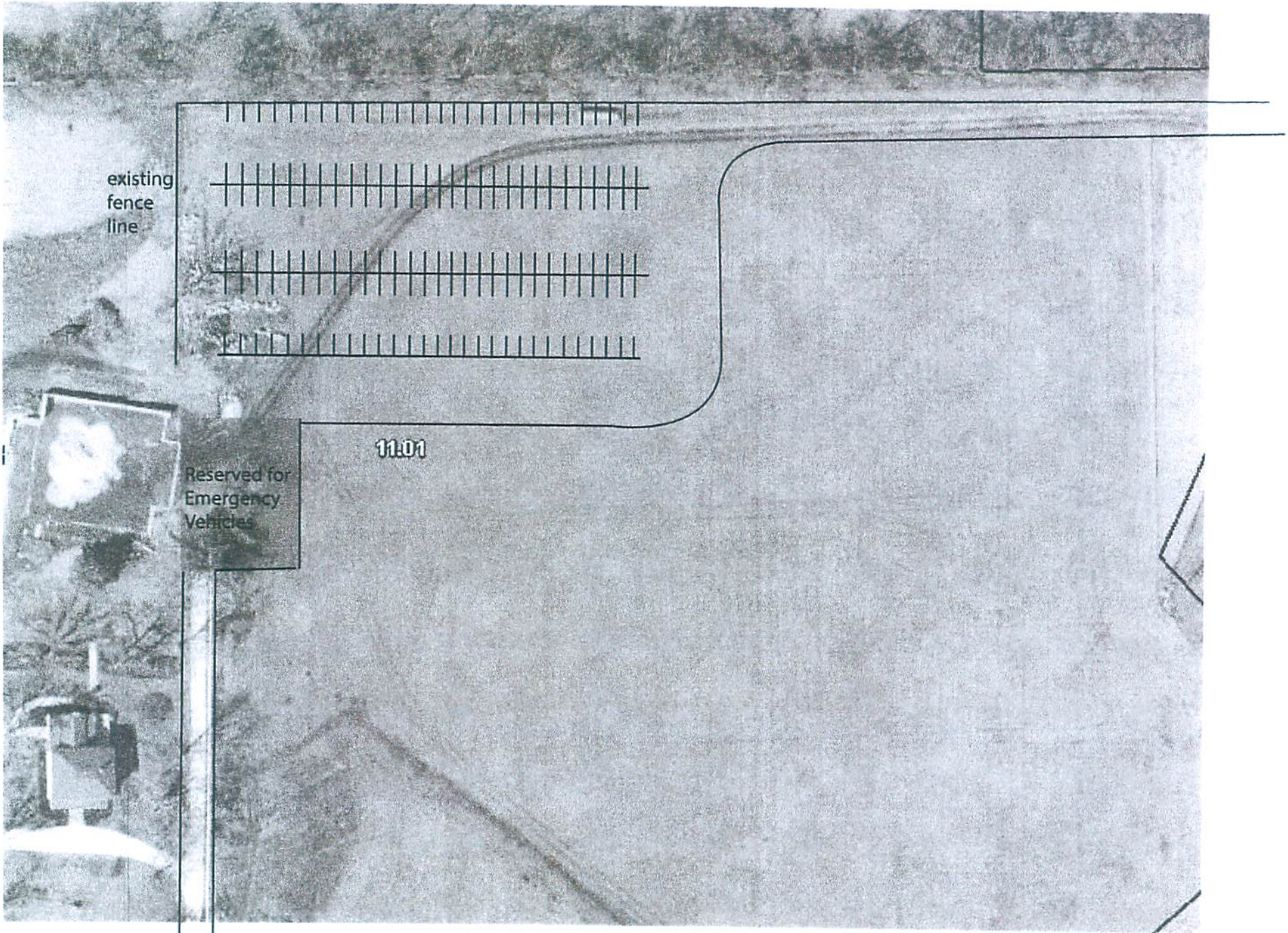
FENCE  
24ft



PARKING SPACES  
10ft wide  
18ft long

30 SPACES PER ROW  
6 ROWS

1101 180 PARKING SPACES TOTAL  
ABOUT 1.24 ACRES  
(54,000 sqft)



existing  
fence  
line

Reserved for  
Emergency  
Vehicles

11.01

19051 Tonganoxie Drive  
Tonganoxie, Kansas 66086  
Unplatted (58.7 acres)  
192030000011010  
Onsite Wastewater System Design (Chamber System)  
For Orison LLC ("Digger" Jim Manderscheid)  
March 23, 2023 page 1 of 2



Existing residence with four bedrooms (short-term stays) and event building for approximately 300 people/event.

Estimated flow:

Residence with four bedrooms – no proposed change to existing system, separate from event building system.

Proposed event building, approximately 300 guests/event and one event per week

Onsite kitchen, but no onsite food preparation, catering only

Event space has one kitchen sink, bar sink, shower, five lavatory sinks, four toilets, two urinals

Peak flow/event = 300 people/event x 3 gpd/meal served [1] = 900 gal/event (dinning hall, catered)

Average flow = peak flow/6 days\* = 900 gpd/6 days\* = 150 gpd (\* sized for 1 events/week)

Site soils [2]: 7303 Martin silty clay loam, 3 to 7% slopes (house, event building, onsite wastewater system)  
7252 Grundy silty clay loam, 1 to 3% slopes (southeast of site towards Tonganoxie Drive)  
NRCS Rating for septic tank absorption field: very limited  
Reasons for rating: Slow water movement, depth to saturated zone

Soil profile by Digger Jim 8/4/21, two holes located northeast of proposed event space, south of tree line

0" – 15" very dark grayish brown color, no redoximorphic features, silty clay loam texture, moderate blocky structure, moist friable consistency, many roots, easy to dig, conv. system loading rate 0.4 gpd/ft<sup>2</sup>  
15" – 41" dark yellowish brown color, no redoximorphic features, clay loam texture, weak blocky structure, moist firm consistency, few roots, harder to dig, conventional system loading rate 0.2 gpd/ft<sup>2</sup>  
41" – 63" very dark grayish brown color, "few mottles", clay loam texture, weak blocky structure, moist firm consistency, no roots, harder to dig, conventional system loading rate 0.2 gpd/ft<sup>2</sup>

Design Loading rate: 0.2 gpd/ft<sup>2</sup> based on soil profile

Note: Area of soil profile location used for gravel parking lot for event building. Onsite wastewater system (1,500 gal septic tank with three, 100 ft chamber absorption laterals) installed mid-July 2022 and per accessory building permit #SEW-22-139. Soil profile 8/4/21 approximately 300 ft north of installed onsite wastewater system. If event building wastewater system is expanded in the future, recommend new soil profile south of system installed July 2022.

Residence with four bedroom (short-term stays) – no proposed change to existing system

Event building system:

Calculated absorption area: 150 gpd / 0.2 gpd/ft<sup>2</sup> = 750 sf

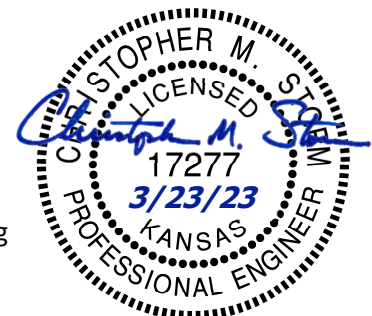
Based 3 ft camber width, required chamber lateral length = 750 sf / 3 ft = 250 ft

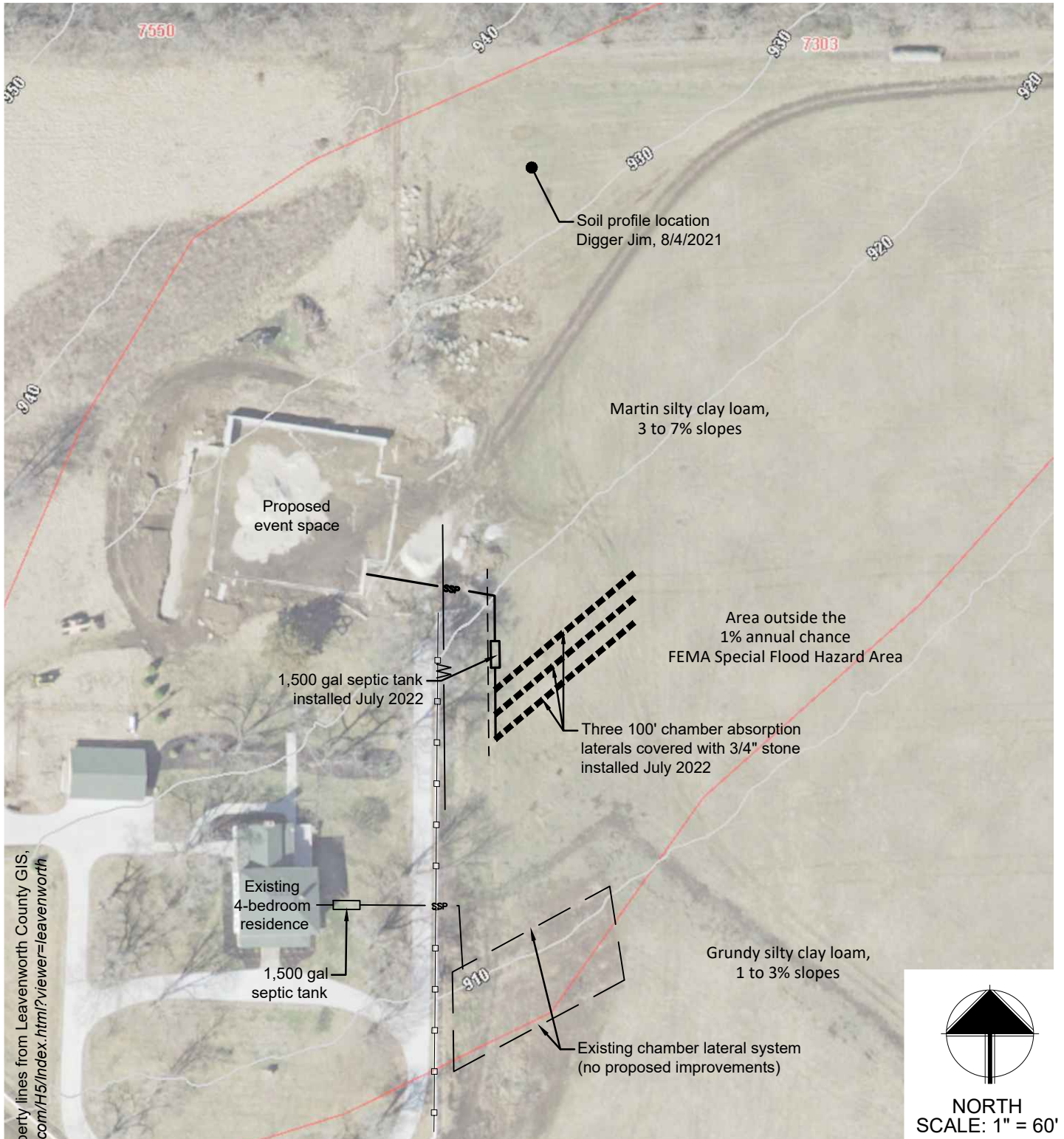
Total chamber lateral installed = 300 ft, installed system should have sufficient capacity for events

Note: Onsite wastewater system may be overloaded by seasonal precipitation, more frequent events, and higher than estimated water usage. Recommend monitoring system prior to events and during wet weather to ensure system is functioning properly.

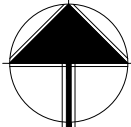
[1] Office of Water, Office of Research and Development, U.S. Environmental Protection Agency. Onsite Wastewater Treatment System Manual, EPA/625/R-00/008, Table 3-5, February 2002.

[2] Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>, Accessed July 7, 2021.





2022 Aerial image and property lines from Leavenworth County GIS, [leavenworthgis.integritygis.com/H5/index.html?viewer=leavenworth](http://leavenworthgis.integritygis.com/H5/index.html?viewer=leavenworth)



NORTH  
SCALE: 1" = 60'



19051 Tonganoxie Drive  
 Tonganoxie, Kansas 66086  
 Unplatted (58.7 acres)  
 1920300000011010  
 Onsite Wastewater System Design  
 Orison LLC ("Digger" Jim Manderscheid)  
 page 2 of 2      March 23, 2023





## Sight Distance Check

The sight distance for the entrance to a proposed event center located at 19051 TONGANOXIE DR, Tonganoxie, KS 66086 was checked for conformance to AASHTO standards.

The entrance will be located on the west side of Tonganoxie Drive north of Laming Road. Tonganoxie Drive is classified as an arterial roadway with a posted speed limit of 55 mph.

A site visit was conducted on January 4, 2023 to field verify the actual sight distances at the entrance. The AASHTO requirements for sight distance are shown in the following exhibits.

Metric				US Customary			
Design speed (km/h)	Stopping sight distance (m)	Intersection sight distance for passenger cars		Design speed (mph)	Stopping sight distance (ft)	Intersection sight distance for passenger cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	41,7	45	15	80	165,4	170
30	35	62,6	65	20	115	220,5	225
40	50	83,4	85	25	155	275,6	280
50	65	104,3	105	30	200	330,8	335
60	85	125,1	130	35	250	385,9	390
70	105	146,0	150	40	305	441,0	445
80	130	166,8	170	45	360	496,1	500
90	160	187,7	190	50	425	551,3	555
100	185	208,5	210	55	495	606,4	610
110	220	229,4	230	60	570	661,5	665
120	250	250,2	255	65	645	716,6	720
130	285	271,1	275	70	730	771,8	775
				75	820	826,9	830
				80	910	882,0	885

Note: Intersection sight distance shown is for a stopped passenger car to turn left onto a two-lane highway with no median and grades 3 percent or less. For other conditions, the time gap must be adjusted and required sight distance recalculated.

**Exhibit 9-55. Design Intersection Sight Distance—Case B1—Left Turn From Stop**

Metric				US Customary			
Design speed (km/h)	Stopping sight distance (m)	Intersection sight distance for passenger cars		Design speed (mph)	Stopping sight distance (ft)	Intersection sight distance for passenger cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	36.1	40	15	80	143.3	145
30	35	54.2	55	20	115	191.1	195
40	50	72.3	75	25	155	238.9	240
50	65	90.4	95	30	200	286.7	290
60	85	108.4	110	35	250	334.4	335
70	105	126.5	130	40	305	382.2	385
80	130	144.6	145	45	360	430.0	430
90	160	162.6	165	50	425	477.8	480
100	185	180.7	185	55	495	525.5	530
110	220	198.8	200	60	570	573.3	575
120	250	216.8	220	65	645	621.1	625
130	285	234.9	235	70	730	668.9	670
				75	820	716.6	720
				80	910	764.4	765

Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or cross a two-lane highway with no median and grades 3 percent or less. For other conditions, the time gap must be adjusted and required sight distance recalculated.

**Exhibit 9-58. Design Intersection Sight Distance—Case B2—Right Turn from Stop and Case B3—Crossing Maneuver**

The sight distance at the entrance meets the AASHTO requirements. Vehicles turning left onto Tonganoxie Drive have an unobstructed view that extends south past Laming Road. For vehicles turning to the right, the view is unobstructed to the E Sycamore Street intersection.

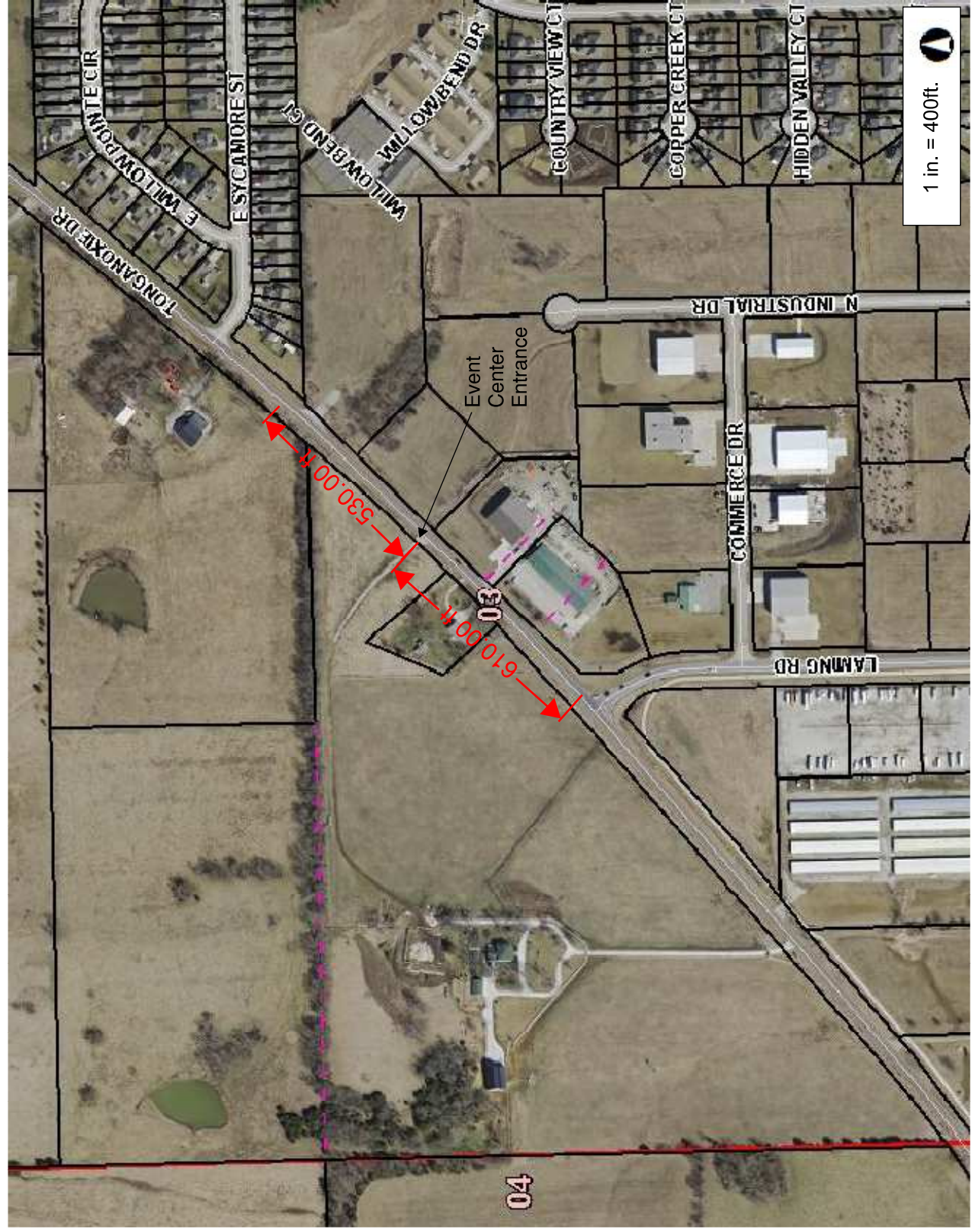


# Leavenworth County, KS



- Legend**
- Lot Line
  - Parcel
  - Major Road
  - <all other values>
  - 70
  - Road
  - Railroad
  - Section
  - Section Boundaries
  - County Boundary

**Notes**



1 in. = 400ft.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





E Sycamore St



Laming Rd

System Dynamics dba Waterline Controls  
 PO Box 12544  
 Scottsdale, AZ 85267 US  
 480-905-1892  
 info@waterlinecontrols.com  
 www.waterlinecontrols.com



# Estimate

**ADDRESS**  
 DAN LYNCH  
 +1913481684

**SHIP TO**  
 DAN LYNCH  
 +1913481684

**ESTIMATE #** 131204  
**DATE** 07/27/2023

**SHIP VIA**  
 Fedex Ground

**SALES REP**  
 NHE

ACTIVITY	QTY	RATE	AMOUNT
<b>FPT-50-110VAC</b>	1	2,006.25	2,006.25
PROGRAM: SIMPLEX FILL W/ HIGH & LOW ALARMS			
ENCLOSURE: RED W/ LOCKABLE LATCH AND SPDT RELAYS			
INPUT POWER: 110VAC			
AUDIBLE ALARM: YES			
SENSOR: 3050			
SENSOR CABLE LENGTH: 50FT			
MOUNTING: FPT STD			
EXT (A): EXT5			
<b>SENSOR-EXT5-45.5in</b>	1	187.50	187.50
SENSOR EXTENSION ROD KIT			
LENGTH: 45.5in			
ROD COLORS: BLK-BRN-WHT-RED-GRN			
THREADS ONTO SENSOR RODS & EXTENDS EACH ROD BY 45.5in			
INCLUDES ALL HARDWARE. MAY BE FIELD CUT TO DESIRED LENGTH			
<b>Shipping and Handling</b>	1	58.00	58.00
Shipping and Handling			

**TOTAL** **\$2,251.75**

Accepted By

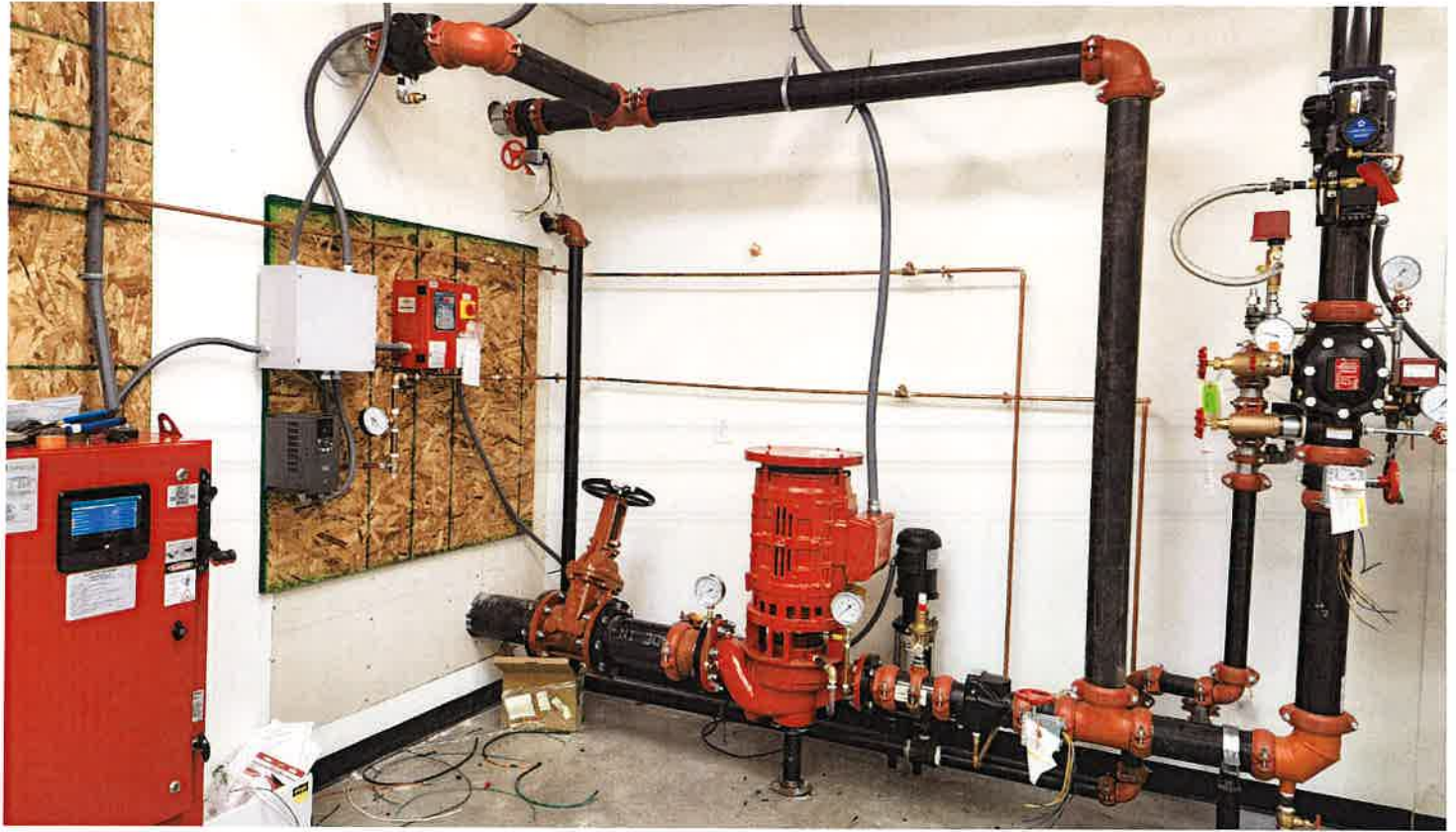
Accepted Date



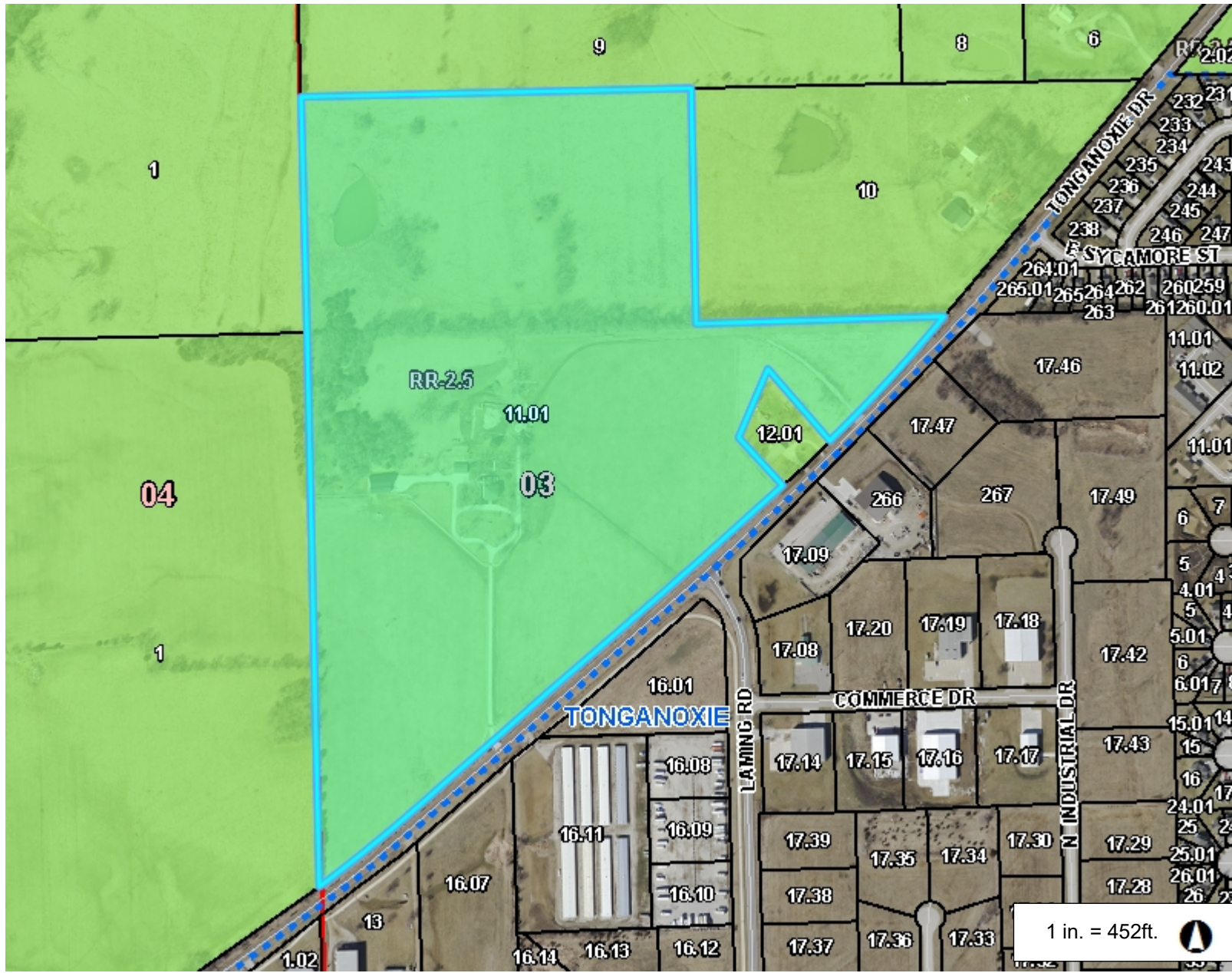






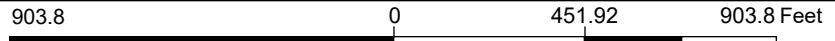


# DEV-23-110 Whiskey Ridge Event Center



### Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- 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
- PUD
- R-1



1 in. = 452ft.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

# MEMO

**To:** John Jacobson  
**From:** Chuck Magaha  
**Subject:** Event Center Whiskey Ridge  
**Date:** August 3, 2023

Thank you for the opportunity to review the recent special use permit submitted by Dan and Cindy Lynch for an event center on their property. The suggestion I have would be the requirement of a contingent plan for the applicant in all hazard planning pertaining to their facility. The center would be responsible to provide safe shelter in the event of dangerous weather or other emergencies as they have provided some details of the location in the existing site. The applicant needs to consider fire protection, IE. Escape routes posted, notification procedures and emergency contacts to be posted throughout the facilities. The applicant needs to be able to address the public during severe weather, sheltering in the event of tornados or high winds or flood. An all hazard weather radio needs to be placed in the facility and monitored for impending alerts that may affect the area. Smoke detectors placed throughout the gathering points of the center. A sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. I would like to see a Fire Hydrant placed at the base of the land owners driveway along Tonganoxie Drive for fire suppression on a 6" water line. I have no further comments to make at this time.

**Note:** 8/3/2023-This is my original response to share regarding the facility. With the owners providing the fire sprinkler system still would not eliminate the need for a fire hydrant.

Thanks

Chuck

## Allison, Amy

---

**From:** Mark B <stfdchief1760@gmail.com>  
**Sent:** Thursday, August 3, 2023 9:06 AM  
**To:** Allison, Amy  
**Cc:** Magaha, Chuck; Anderson, Kyle; Miller, Jamie; Patzwald, Joshua; Brown, Misty; amanda.holloway@freestate.coop; Rural Water District 9 lvrwd9; George Brajkovic; PZ  
**Subject:** Re: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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

Stranger Township Fire Department has been working with the owner on this project and has no issues with the issuance of the permit.

Mark Billquist  
Stranger Township Fire Chief

On Wed, Aug 2, 2023 at 4:44 PM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an event center at 19051 Tonganoxie Drive.

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 Tuesday, August 15, 2023.

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

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

**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.*

--

**Mark Billquist**

Stranger Township Fire Chief

Midwest Regional Treasurer 10-33 Foundation

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

[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***"Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate; only love can do that." - Martin Luther King Jr.***

## Allison, Amy

---

**From:** Amanda Tarwater <amanda.tarwater@freestate.coop>  
**Sent:** Wednesday, August 9, 2023 2:50 PM  
**To:** Allison, Amy  
**Subject:** RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

**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 has no objection to this request.

Thank you,

**Amanda Tarwater**  
Member Accounts Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, August 2, 2023 4:44 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mark B' <stfdchief1760@gmail.com>; Amanda Tarwater <amanda.tarwater@freestate.coop>; 'Rural Water District 9 lvrwd9' <lvrwd9@gmail.com>; 'George Brajkovic' <gbrajkovic@tonganoxie.org>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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**Warning:** This message originated outside of the FEC organization. Do not click links or open attachments unless you have validated the sender and know the content is safe. <="" span="">

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## Allison, Amy

---

**From:** Patzwald, Joshua  
**Sent:** Friday, August 11, 2023 8:33 AM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

Ref 23-109 and 23-110, the Sheriff's Office has no objection to this permits. We have met with the owners previously and discussed our concerns.

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, August 2, 2023 4:44 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mark B' <stfdchief1760@gmail.com>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'Rural Water District 9 lvrwd9' <lvrwd9@gmail.com>; 'George Brajkovic' <gbrajkovic@tonganoxie.org>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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The Department of Planning and Zoning has received an application for a Special Use Permit regarding an event center at 19051 Tonganoxie Drive.

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

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

### Disclaimer

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## Allison, Amy

---

**From:** George Brajkovic <gbrajkovic@tonganoxie.org>  
**Sent:** Wednesday, August 16, 2023 4:05 PM  
**To:** Allison, Amy  
**Subject:** RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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

Amy-

My apology for the delayed response. Tonganoxie does not have any issue with the application.

George

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, August 2, 2023 4:44 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mark B' <stfdchief1760@gmail.com>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'Rural Water District 9 lvrwd9' <lvrwd9@gmail.com>; George Brajkovic <gbrajkovic@tonganoxie.org>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an event center at 19051 Tonganoxie Drive.

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 Tuesday, August 15, 2023.

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

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

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## Allison, Amy

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**From:** Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>  
**Sent:** Friday, August 18, 2023 3:16 PM  
**To:** Mark B  
**Cc:** Allison, Amy; Magaha, Chuck; Anderson, Kyle; Miller, Jamie; Patzwald, Joshua; Brown, Misty; amanda.holloway@freestate.coop; George Brajkovic; PZ  
**Subject:** Re: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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LVRWD9 does not have any issues at this time with Whiskey Ridge receiving a Special Use Permit.

On Thu, Aug 3, 2023 at 9:06 AM Mark B <[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)> wrote:

Stranger Township Fire Department has been working with the owner on this project and has no issues with the issuance of the permit.

Mark Billquist  
Stranger Township Fire Chief

On Wed, Aug 2, 2023 at 4:44 PM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an event center at 19051 Tonganoxie Drive.

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 Tuesday, August 15, 2023.

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

Thank you,

Amy Allison, AICP  
Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

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--

**Mark Billquist**

Stranger Township Fire Chief

Midwest Regional Treasurer 10-33 Foundation

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

[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***"Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate; only love can do that." - Martin Luther King Jr.***

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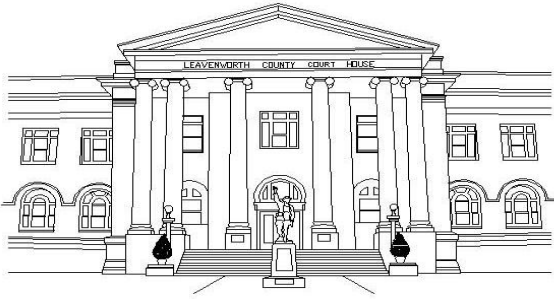
Thanks and have a great day,



**Karen Armstrong**

District Manager

913-845-3571



# COUNTY OF LEAVENWORTH

## Department of Public Works

300 Walnut, Suite 007  
Leavenworth, Kansas 66048-2815  
Phone (913) 684-0470  
Fax (913) 684-0473

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August 24, 2023

### **Whiskey Ridge SUP DEV-23-110 – Public Works Review**

The Public Works Department have reviewed the following documents:

- 23.08.08 Application
- 23.08.08 Revised Application
- 23.01.04 Site Distance Memo
- 23.08.08 Parking Lot Layout
- 23.08.15 Additional Information from Applicant
- 23.08.21 Response Letter
- 23.08.21 Parking Layout

Below are comments from the received documents listed above. Direct any questions to Amy Allison at [aallison@leavenworthcounty.gov](mailto:aallison@leavenworthcounty.gov).

Tonganoxie Rd. is a two-lane hard surfaced roadway.

County has reported the barn has been constructed under a separate permit.

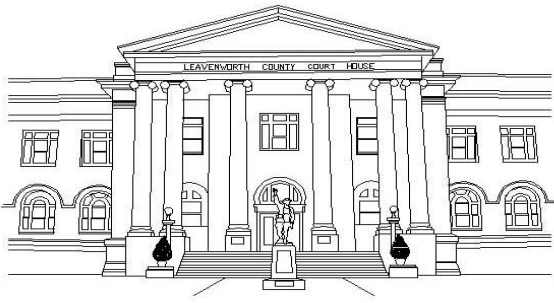
Sign and septic system to be permitted with a separate application.

Fire Protection and Sprinkler System not reviewed by Public Works.

### **Comment Responses:**

1. Olsson Comment (08.11.23): From the application, the number of structures used for Special Use Permit is 2. The narrative includes the use of 1 structure. Provide additional information on the second structure use, trips, and parking.

Applicant Response (08.15.23): The other structure included in the narrative is the guest house. This will be used on occasion for bridal parties to get ready or for them to stay overnight if it is included in their event contract. Parking for the house is separate from the venue. There is enough parking there for 50 cars. That will never be necessary at the house.



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Olsson Response (08.17.23): Include the guest house and drive to the main parking area in the parking lot layout.

Applicant Response (08.21.23): Guest house, drive, parking, overflow parking all included in the attached layout.

Olsson Response (08.24.23): Reviewer is unable to confirm additional areas are adequate for onsite parking and circulation with the additional layout submitted. Provide a layout of planned onsite parking, aisles, and drive lanes to scale with dimensions. Layout to include parking aisle widths, drive lane widths, and layout of the additional parking. Include overfill, fire/emergency, house, staff, and vendor areas.

2. Olsson Comment (08.11.23): Estimated traffic assumes 1 event per week year round. The narrative states events to be hosted primarily on the weekends but weekday rentals are also available. Confirm the estimated event is 1 per week.

Applicant Response (08.15.23): The estimated average number of events per week is one per week. There will be some weeks when we don't have any and some weeks we will have more than one.

Olsson Response (08.17.23): No further comment.

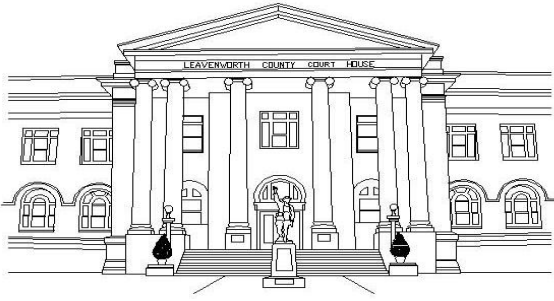
3. Olsson Comment (08.11.23): From the application, the venue can be rented for the weekday or weekend. Clarify if a rental is expected to be like a conference/event where visitors are in and out often or is this (for example) a wedding party renting with one main event. Is traffic limited to an event or continual traffic to/from the site?

Applicant Response (08.15.23): Most of our events will consist of one singular event (wedding, party, etc.). I can't say ALL events, but MOST. We currently only have weddings booked but that can change.

Olsson Response (08.17.23): No further comment.

4. Olsson Comment (08.11.23): Will weekday entering or exiting trips be within the AM (7-9 AM) or PM (4-6 PM) traffic peak hour?

Applicant Response (08.15.23): There shouldn't be event traffic during peak traffic hours.



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Olsson Response (08.17.23): No further comment.

5. Olsson Comment (08.11.23): On the application, the estimated traffic is 320 passenger vehicles. The narrative states a 300 person event. Is the additional 20 trips for support staff?

Applicant Response (08.15.23): The additional 20 trips mentioned in the narrative represent support staff for the venue.

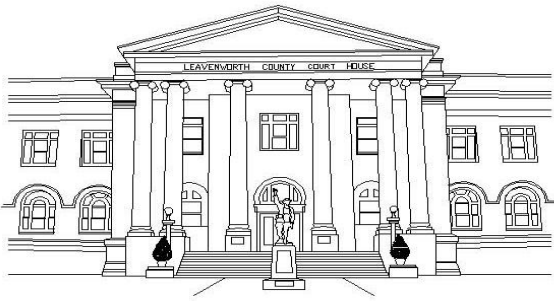
Olsson Response (08.17.23): Revised application information received on 8/15/23 states the maximum capacity event could be up to 400 people. Would support staff trips be 20 trips or the same as a 300 person event? The document 'SUP Planning and Zoning 08\_14\_23' indicates up to 30 staff. Would vendors be in addition to this number? The application should indicate the number of trips expected with a maximum capacity event, include guests/staff/vendors.

Applicant Response (08.21.23): The maximum capacity as we currently understand it, could include up to 400 guests. There could be an additional 20 people (max) for support staff and vendors for an event of that size. That would mean an additional 40 trips. This would also be the same maximum as with any size event. Some events will only have 5 additional people (support staff and vendors). I'm guessing 20 people would be the maximum for any event.

Olsson Response (08.24.23): No further comment.

6. Olsson Comment (08.11.23): Confirm expected trips for a maximum capacity event. Total number of trips should include guests trips as well as support staff (event staff, catering, trash, and etc.). State the number of expected commercial vehicle trips. Provide the assumed number of guests per vehicle for an event.

Applicant Response (08.15.23): A maximum capacity event could be up to 400 people. This exact number has never been discussed as county inspections prior to the SUP approval are not required. Per our square footage of 9,000 square feet, we can very comfortably hold an event with 400 people. This will include food, bar service, music, dance floor, tables and seating for 400 people. This size event could require some cars to park in the grass if needed. To break it down (200 cars x 2 (entry and exit) = 400 guest cars) plus staff of 20 people = 20 cars to be parked at the house x 2 = 40 trips. Total is 440 cars for the event. If grass parking is necessary, we will park in the center of our 58 acres, next to the event center parking lot. At no time should cars be parked on the public road.



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Olsson Response (08.17.23): Parking area layout provided indicates 180 parking stalls. Assuming two guests per vehicle, plus staff/vendors, the proposed parking is not adequate to support a 400 person event. Provide a revised parking lot layout serving maximum capacity (guests including staff/vendors).

Applicant Response (08.21.23): The attached layout should explain this better. The gravel driveway consists of 180 parking spaces for guests. We will have overflow parking for guests in the grass (area is marked). Vendor and staff parking will be by the house either in the driveway or grassy area marked. At no time will street parking be allowed. We are expecting 2 people per car for guests and 1 person per car for support staff and vendors.

Olsson Response (08.24.23): Reviewer is unable to confirm additional areas are adequate for onsite parking and circulation with the additional layout submitted. Provide a layout of planned onsite parking, aisles, and drive lanes to scale with dimensions. Layout to include parking aisle widths, drive lane widths, and layout of the additional parking. Include overflow, fire/emergency, house, staff, and vendor areas.

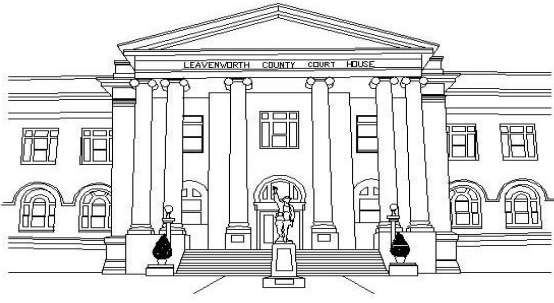
7. Olsson Comment (08.11.23): On the estimated traffic form 3-5 commercial trips are proposed. Will the commercial vehicles be present during an event? If so, where will the commercial vehicles park?

Applicant Response (08.15.23): The commercial vehicles should not be present during the events. They should only be there to drop off supplies. If they must remain, they will park at the house driveway.

Olsson Response (08.17.23): No further comment.

8. Olsson Comment (08.11.23): The narrative indicates that approximately 180 parking stalls will be provided; reviewing the parking layout it appears 168 stalls are proposed. Confirm number of parking stalls to be provided. Provide expected ridership per vehicle for event attendees as well as expected number of support staff. Will support staff park in the same lot as event attendees?

Applicant Response (08.15.23): We have approximately 180 parking stalls in our gravel parking lot. Generally, we approximate there will be 2 people per car. We plan on 2-10 event staff per average event = 2 to 10 additional cars. Staff will usually park in the driveway at the house on site.



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Olsson Response (08.17.23): See comment #6 requesting updated parking lot layout. Reviewing aerial imagery, parking along the driveway would potentially impact site circulation and flow. Parked vehicles should not block access to the event venue (emergency vehicles).

Applicant Response (08.21.23): The driveway parking at the house will be for event staff and vendors only. There will not be any driveway parking at the guest entrance. Emergency vehicles can come through either gate to get to the venue or house. Both are open without cars parked in the drive.

Olsson Response (08.24.23): Reviewer is unable to confirm additional areas are adequate for onsite parking and circulation with the additional layout submitted. Provide a layout of planned onsite parking, aisles, and drive lanes to scale with dimensions. Layout to include parking aisle widths, drive lane widths, and layout of the additional parking. Include overfill, fire/emergency, house, staff, and vendor areas.

9. Olsson Comment (08.11.23): It appears the property is gated. Is there any guidance from fire/emergency services regarding how the gate should operate during an event.

Applicant Response (08.15.23): All gates will remain open for the entirety of all events.

Olsson Response (08.17.23): No further comment.

**Initial Public Work Comments (Comments may change based on the review of the above requested additional information):**

1. Application states a proposed sign. Any signage should be placed such that it does not restrict sight distance for the drive.
2. From a traffic perspective the gate needs to remain open prior to/during/after an event due to concerns of no space for a vehicle to queue at the entrance and to prevent queueing on the public road due to the gate being closed.



## Allison, Amy

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**From:** Mark B <stfdchief1760@gmail.com>  
**Sent:** Friday, September 1, 2023 3:23 PM  
**To:** Allison, Amy  
**Cc:** Dan Lynch; Cindy Lynch; Bert Dunham; Troy McKitrick  
**Subject:** Re: DEV-23-110 Special Use Permit – Whiskey Ridge Event Center

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

Amy,

I inspected the Whiskey Ridge event center yesterday and reviewed the sprinkler test documentation.

To the best of my knowledge, I can approve of the safe use of the facility for its intended use.

Please let me know if you need anything further.

Mark Billquist  
Stranger Township Fire Chief

On Wed, Aug 2, 2023 at 4:44 PM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an event center at 19051 Tonganoxie Drive.

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 Tuesday, August 15, 2023.

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

Thank you,

Amy Allison, AICP  
Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

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**Mark Billquist**

Stranger Township Fire Chief

Midwest Regional Treasurer 10-33 Foundation

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

[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***"Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate; only love can do that." - Martin Luther King Jr.***

# Leavenworth Times Affidavit of Publication

County of Leavenworth  
State of Kansas  
**NOTICE OF PUBLIC HEARING**

Notice is hereby given for the Leavenworth County Planning Commission to hold a public hearing regarding an application (DEV-23-110) for a Special Use Permit for an Event Center for Whiskey Ridge Event Center such use being listed in Article 19, Table of Uses, in the Leavenworth County Zoning and Subdivision Regulations.

The Special Use Permit (DEV-23-110) request is for the following described property:

A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas

Request submitted by Dan & Cindy Lynch

Address: 19051 Tonganoxie Drive, Tonganoxie, KS 66086

Parcel ID number: 192-03-0-00-011.01

The hearing will be held on Wednesday the 13th day of September, 2023 at 5:30 p.m., in the Meeting Room, located on the second floor of the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas. Further information is available, including the full legal description, for inspection during regular business hours in the Leavenworth County Planning & Zoning Department.

We encourage public input. If you wish to provide comments in writing instead of in person, written comments must be received no later than noon Tuesday, September 12, 2023.

John Jacobson, Secretary  
Leavenworth County Planning Commission Publish by 8/23/2023

Published in the Leavenworth Times, August 22, 2023.

I, Tammy Lawson, of lawful age, being first duly sworn on oath, states, that she is a Legal Representative of the Times, a daily newspaper, printed and published in Leavenworth, Leavenworth County, Kansas, that said newspaper has been published for at least Fifty (50) Times a year and has been so published for at least five (5) years prior to the first publication of the attached Notice that said newspaper has a general paid circulation on a monthly and yearly basis in Leavenworth County, Kansas and is not a trade, religious or fraternal publication and has been printed and published in Leavenworth County, Kansas and has a general paid circulation in said County. The attached Notice was published on the following dates in a regular issue of said newspaper.

Publication was made on the 22<sup>nd</sup> day of August, 2023.

WITNESS my hand this 22<sup>nd</sup> day of August, 2023.

*Tammy Lawson*

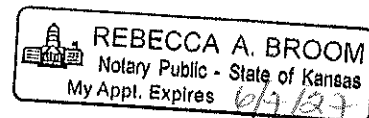
Legal Representative

Subscribe and sworn before me, this 22 day of Aug, 2023.

*Rebecca A. Broom*

Notary Public

My Commission Expires: 6/7/27



## RESOLUTION 2023-25

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an event center- Whiskey Ridge on the following described property:

A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas more commonly known as 19051 Tonganoxie Drive.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 2<sup>nd</sup> day of August, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 13<sup>th</sup> day of September, 2023; and

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

WHEREAS, the Board of County Commission considered, in session on the 4th day of October, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of October, 2023, and incorporated herein by reference;

That Case No. DEV-23-110, Special Use Permit for an Event Center- Whiskey Ridge approved subject to the following conditions:

1. Events shall be limited to the hours of 8:00 AM until 11:00 PM. All business operations, except for overnight guest accommodations, shall cease by 12:00 AM.
2. The SUP shall be limited to four full-time employees and unlimited seasonal employees.
3. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
4. No on-street parking shall be allowed.
5. This SUP shall be limited to the Narrative and accompanying documents dated August 2, 2023 and August 15, 2023 submitted with this application.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. Any noise generated from the proposed business shall be limited to 60 dB, as measured from the property line.
8. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.

9. No outdoor storage of materials shall be allowed.
10. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements. If a dumpster is used, said dumpster must be screened.
11. The developer must comply with the following memorandums:
  - a. Memo – Chuck Magaha, Emergency Management, dated August 3, 2023
  - b. Memo – Mitch Pleak, Olsson, dated August 24, 2023
12. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
13. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and required documents shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.

located in Section 3, Township 11 South, Range 21, also known as 19051 Tonganoxie Drive, Tonganoxie, KS, parcel no. 192-03-0-00-00-011.01 in Leavenworth County, Kansas.

Adopted this 4<sup>th</sup> day of October, 2023  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Vicky Kaaz, Chairman

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski

\_\_\_\_\_  
Mike Smith, Member

\_\_\_\_\_  
Doug Smith, Member

\_\_\_\_\_  
Mike Stieben, Member

**Leavenworth County  
Request for Board Action  
Resolution 2023-26  
Rezoning from RR-5 to RR-2.5**

**Date:** October 4, 2023  
**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**

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**Action Requested:** Approve Resolution 2023-26, a request to rezone a tract of land at 21658 and 0000 Loring Road from RR-5 to RR-2.5.

**Analysis:** The applicant is requesting a rezoning from Rural Residential-5 to Rural Residential-2.5. The applicant is requesting to rezone four tracts, PID 222-09-0-00-00-010.00, 222-09-0-00-00-010.02, & 222-09-0-00-00-010.03, The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5. The Comprehensive Plan identifies the future land use of this area as *County Road 1*.

The County Road 1 Corridor Study identified this area as Rural Residential. During the rezoning of other parts of the corridor, this area was not rezoned. Those areas surrounding this part of the Corridor Study were identified in the Future Land Use Map as compatible with Residential (2.5-acres Min). These tracts of land area adjacent to land identified for Residential (2.5-Acre Min), see below. Loring Road does transition from a gravel road to a paved road approximately 0.24 miles to the west of this property boundary. Due to the proximity to RR-2.5 to the southeast and proximity to land designated for Residential 2.5- acre min, staff is supportive of the request

**Planning Commission Recommendation:** The Planning Commission voted 8-0 (1 absent) to approve to Case No. DEV-23-114 (Resolution 2023-26) Rezoning Request from RR-5 to RR-2.5.

**Alternatives:**

1. Conditionally Approve Resolution 2023-26, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-26, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-26, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

**Additional Attachments:** Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-23-114 Brock Rezone

September 13, 2023

**REQUEST: *Public Hearing Required***

- ZONING AMENDMENT       SPECIAL USE PERMIT  
 TEMPORARY SPECIAL USE PERMIT

**STAFF REPRESENTATIVE:**

AMY ALLISON  
DEPUTY DIRECTOR

**SUBJECT PROPERTY:** 21658 & 00000 Loring Road

**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING COMPANY

**PROPERTY OWNER:**

HAL & NANCY BROCK  
21658 LORING ROAD  
LINWOOD KS 66052

**CONCURRENT APPLICATIONS:**

N/A

**LAND USE**

ZONING: RR-5

FUTURE LAND USE DESIGNATION:  
COUNTY ROAD 1

**LEGAL DESCRIPTION:**

Four tracts of land in the South ½ of the Southeast ¼ of Section 9, Township 12, Range 21 East of the Sixth Principal Meridian in Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: ZONE A

**STAFF RECOMMENDATION: APPROVAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-23-114, Brock Rezone, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-23-114, Brock Rezone, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 57.4 ACRES

**PARCEL ID NO:**

222-09-0-00-00-010.00, 222-09-0-00-00-010.02, & 222-09-0-00-00-010.03

**BUILDINGS:**

1 SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURE

**PROJECT SUMMARY:**

Request to rezone four parcels at 21658 & 00000 Loring Road (PID: 222-09-0-00-00-010.00, 222-09-0-00-00-010.02, & 222-09-0-00-00-010.03).

**ACCESS/STREET:**

LORING RD  
LOCAL, GRAVEL, ±24' WIDE

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: RENO

WATER: RWD 10

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: 8/17/2023

NEWSPAPER NOTIFICATION:  
8/22/2023

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
8/22/2023

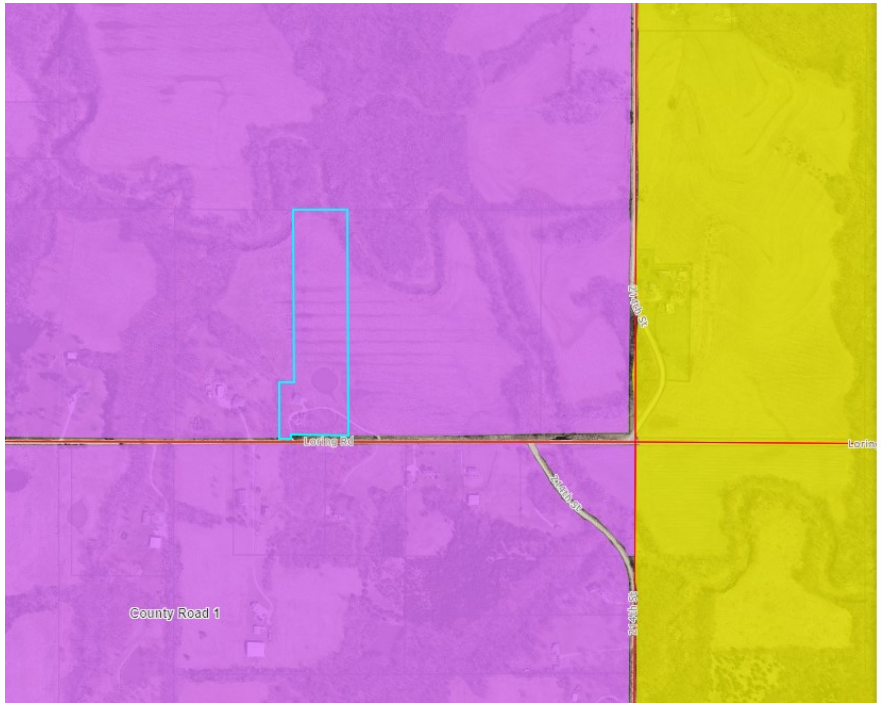


<b>FACTORS TO BE CONSIDERED:</b>		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Rezone request:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> Surrounding parcels range in size from 4.5 acres to more than 90 acres. The area is not densely populated.</p> <p><i>Nearby City Limits:</i> Linwood is more than 1.5 miles to the southeast.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature.</p> <p><i>Adjacent Zoning:</i> Most parcels are zoned RR-5. However, the parcels to the southeast of the property are zoned RR-2.5</p>	✓	
<p><b>3. Suitability of the Property for the uses to which is has been restricted:</b>  The property is suitable for rural residences and agricultural uses.</p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b>  <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning remains rural residential.</i></p>	✓	
<p><b>5. Length of time the property has been vacant as zoned:</b>  <i>Vacant:</i>  <input checked="" type="checkbox"/> <i>Not Vacant:</i></p>	✓	
<p><b>6. Relative gain to economic development, public health, safety and welfare:</b>  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, twice as many homes could potentially be constructed which may have a positive impact on economic development.</p>	✓	
<p><b>7. Conformance to the Comprehensive Plan:</b>  <i>Future Land Use Map:</i> County Road 1. However, this area of County Road 1 was identified as Rural Residential with no distinction made in the Comprehensive Plan. The adjacent Future Land Use is Residential (2.5-Acre Min).  <i>Section 4 Land Use and Development Plan Strategies:</i> The proposed use is compatible with the future land use designation.</p>	✓	

**STAFF COMMENTS:**

The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5. The Comprehensive Plan identifies the future land use of this area as *County Road 1*. The County Road 1 Corridor Study identified this area as Rural Residential. During the rezoning of other parts of the corridor, this area was not rezoned. Those areas surrounding this part of the Corridor Study were identified in the Future Land Use Map as compatible with Residential (2.5-acres Min). These tracts of land area adjacent to land identified for Residential (2.5-Acre Min), see below. Loring Road does transition from a gravel road to a paved road approximately 0.24 miles to the west of this property boundary. Due to the proximity to RR-2.5 to the southeast and proximity to land designated for Residential 2.5- acre min, staff is supportive of the request.

**FUTURE LAND USE MAP:**



- FloodPlain 2020 ...
- FloodPlain 2015 ...
- Subdivision Boundaries ...
- Future Land Use Shapefile ...
- County Road 1
- Mixed Residential
- Mixed Use
- Residential (2.5-Acre Minimum)
- Residential (3 Units \_ Acre)
- Residential Estate (5-Acre Minimum)
- Flood Plain
- Mixed Use\ Retained Existing Zoning
- Parcel\_Boundaries ...
- Zoning ...
- Linwood\_Zoning ...
- County Roads ...
- Aerial 2020 ...

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Memorandums
- D: County Road 1 Corridor Study Concept A
- E: Neighbor Comments

**RESOLUTION 2023-26**

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from Rural Residential-5 to Rural Residential-2.5 on the following described property:

**Four tracts of land in the South ½ of the Southeast ¼ of Section 9, Township 12, Range 21 East of the Sixth Principal Meridian in Leavenworth County, Kansas**

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 7<sup>th</sup> day of August, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Rezoning on the 13<sup>th</sup> day of September, 2023; and

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

WHEREAS, the Board of County Commissioners considered, in session on the 4<sup>th</sup> day of October, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 4<sup>th</sup> day of October, 2023, and incorporated herein by reference;

That request for rezoning as described above, also known as 21658 Loring Road and 00000 Loring Road, PID: 222-09-0-00-00-010.00, 222-09-0-00-00-010.02, & 222-09-0-00-00-010.03, is hereby granted.

Adopted this 4<sup>th</sup> day of October, 2023  
Board of County Commission  
Leavenworth County, Kansas

\_\_\_\_\_  
Vicky Kaaz, Chairman

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski

\_\_\_\_\_  
Doug Smith, Member

\_\_\_\_\_  
Mike Smith, Member

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Mike Stieben, Member

**Leavenworth County  
Request for Board Action  
Resolution 2023-27  
Rezoning from RR-5 to RR-2.5**

**Date:** October 4, 2023  
**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**

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**Action Requested:** Approve Resolution 2023-27, a request to rezone a tract of land at 20571 219th from RR-5 to RR-2.5.

**Analysis:** The applicant is requesting a rezoning from Rural Residential-5 to Rural Residential-2.5. The applicant is requesting to rezone a single tract, PID 148-28-0-00-00-009.00. The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5.

The Comprehensive Plan identifies the future land use of this area as *Residential (2.5 min acres)*. Staff is supportive of the request due to the Conformance with the Comprehensive Plan.

**Planning Commission Recommendation:** The Planning Commission voted 8-0 (1 absent) to approve to Case No. DEV-23-117 (Resolution 2023-27) Rezoning Request from RR-5 to RR-2.5.

**Alternatives:**

1. Approve Resolution 2023-27, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-27, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-27, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**  
\$0.00

**Additional Attachments:** Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-23-117 South Park Development LLC Rezone

September 13, 2023

**REQUEST: *Public Hearing Required***

- ZONING AMENDMENT       SPECIAL USE PERMIT  
 TEMPORARY SPECIAL USE PERMIT

**STAFF REPRESENTATIVE:**

AMY ALLISON  
DEPUTY DIRECTOR

**SUBJECT PROPERTY: 20571 219<sup>TH</sup> STREET**



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING COMPANY

**PROPERTY OWNER:**

SOUTH PARK DEVELOPMENT LLC  
PO BOX 147  
TONGANOXIE, KS 66086

**CONCURRENT APPLICATIONS:**

N/A

**LAND USE**

ZONING: RR-5

FUTURE LAND USE DESIGNATION:  
RESIDENTIAL (2.5 ACRE MIN)

**LEGAL DESCRIPTION:**

A triangular tract of land lying on the West side of the road in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 28, Township 10, Range 21.

SUBDIVISION: N/A

FLOODPLAIN: N/A

**STAFF RECOMMENDATION: APPROVAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-23-117, Rezone for South Park Development LLC, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-23-117, Rezone for South Park Development LLC, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 19.3 ACRES

PARCEL ID NO:  
148-28-0-00-00-009.00

BUILDINGS:  
SINGLE FAMILY RESIDENCE AND  
ACCESSORY STRUCTURES

**PROJECT SUMMARY:**

Request to rezone one parcel at 20571 219<sup>th</sup> Street from RR-5 to RR-2.5.

ACCESS/STREET:

219<sup>TH</sup> STREET  
COUNTY COLLECTOR, PAVED, ±24'  
WIDE

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: TONGANOXIE TOWN. FD

WATER: RWD 9

ELECTRIC: FREESTATE

**NOTICE & REVIEW:**

STAFF REVIEW: 8/21/2023

NEWSPAPER NOTIFICATION:  
8/22/2023

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
8/22/2023

<b>FACTORS TO BE CONSIDERED:</b>		
<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:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> Surrounding parcels range in size from 1 acre to more than 140 acres. The area is not densely populated.</p> <p><i>Nearby City Limits:</i> Tonganoxie is more than 1.5 miles to the south.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature.</p> <p><i>Adjacent Zoning:</i> All adjacent properties are zoned RR-5. The closest RR-2.5 zoning district area is 433 ft to the south.</p>	✓	
<p><b>3. Suitability of the Property for the uses to which it has been restricted:</b>  The property is suitable for rural residences and agricultural uses.</p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b>  <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning remains rural residential.</i></p>	✓	
<p><b>5. Length of time the property has been vacant as zoned:</b>  <i>Vacant:</i>  <input checked="" type="checkbox"/> <i>Not Vacant:</i></p>	✓	
<p><b>6. Relative gain to economic development, public health, safety and welfare:</b>  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, twice as many homes could potentially be constructed which may have a positive impact on economic development.</p>	✓	
<p><b>7. Conformance to the Comprehensive Plan:</b>  <i>Future Land Use Map:</i> Residential (2.5 min acres)  <i>Section 4 Land Use and Development Plan Strategies:</i> The proposed use is not compatible with the future land use designation.</p>	✓	

**STAFF COMMENTS:**

The applicants are requesting a rezoning from Rural-Residential 5 to Rural-Residential 2.5. The Comprehensive Plan identifies the future land use of this area as *Residential (2.5 min acres)*. Staff is supportive of the request due to the Conformance with the Comprehensive Plan.

**ATTACHMENTS:**

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

**RESOLUTION 2023-27**

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from Rural Residential-5 to Rural Residential-2.5 on the following described property:

**A triangular tract of land lying on the West side of the road in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 28, Township 10, Range 21.**

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 16<sup>th</sup> day of August, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Rezoning on the 13<sup>th</sup> day of September, 2023; and

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

WHEREAS, the Board of County Commissioners considered, in session on the 4<sup>th</sup> day of October, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 4<sup>th</sup> day of October, 2023, and incorporated herein by reference;

That request for rezoning as described above, also known as 20571 219th, Parcel Identification Number 148-28-0-00-00-009.00, is hereby granted.

Adopted this 4<sup>th</sup> day of October, 2023  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Vicky Kaaz, Chairman

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski

\_\_\_\_\_  
Doug Smith, Member

\_\_\_\_\_  
Mike Smith, Member

\_\_\_\_\_  
Mike Stieben, Member



**Leavenworth County  
Request for Board Action  
Case Number DEV-23-118  
Rezoning from RR-2.5 to RR-1(43)**

**Date:** October 4, 2023  
**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**

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**Action Requested:** Consider action on Case Number DEV-23-118, a request to rezone a tract of land at 17679 166<sup>th</sup> Street from RR-2.5 to RR-1(43).

**Analysis:** The applicant is requesting to rezone a single tract, PID185-16-0-00-00-063.00, The applicants are requesting a rezoning from Rural-Residential 2.5 to Rural-Residential 1(43).

The applicants are in the process of acquiring the property. Owner authorization from both the party selling the property and the party purchasing were submitted with the request. The applicants are requesting a rezoning from Rural-Residential 2.5 to Residential-1(43). The requested zoning matches existing parcels in the immediate neighborhood.

The Comprehensive Plan identifies the future land use of this area as *Mixed Residential*. Staff is generally supportive of the request for that reason.

The Planning Commission had concerns with character of the neighborhood. Specifically, the existing densities in the area and the potential impacts further similar development could generate. Minutes of the meeting have been enclosed for your review.

**Planning Commission Recommendation:** The Planning Commission voted 6-2 (1 absent) to deny Case No. DEV-23-118 Rezoning Request from RR-2.5 to RR-1(43).

**BOCC Action Alternatives:**

1. Remand the case back to the Planning Commission.
2. Instruct Staff to complete a Resolution approving the rezoning.
3. Deny Case DEV-23-118 Rezoning Request from RR-2.5 to RR-1(43), with Findings of Fact;

**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-23-118 MCGEE/PCDI Rezone

September 13, 2023

**REQUEST: *Public Hearing Required***

- ZONING AMENDMENT       SPECIAL USE PERMIT  
 TEMPORARY SPECIAL USE PERMIT

**STAFF REPRESENTATIVE:**

AMY ALLISON  
DEPUTY DIRECTOR

**SUBJECT PROPERTY: 17679 166<sup>TH</sup> STREET**



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING COMPANY

**PROPERTY OWNER:**

WILMA K MCGEE  
17679 166<sup>TH</sup> STREET  
BASEHOR, KS 66007

**CONCURRENT APPLICATIONS:**

N/A

**LAND USE**

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:  
MIXED RESIDENTIAL

**LEGAL DESCRIPTION:**

The North 908.37 feet of the Southeast ¼ of the Northeast ¼ of Section 16, Township 11 South, Range 22 East of the Sixth P.M. in Leavenworth County, Kansas.

SUBDIVISION: N/A

FLOODPLAIN: N/A

**STAFF RECOMMENDATION: APPROVAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-23-118, Rezone for McGee/PCDI, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-23-118, Rezone for McGee/PCDI, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 26.6 ACRES

PARCEL ID NO:  
185-16-0-00-00-063.00

BUILDINGS:  
SINGLE FAMILY RESIDENCE AND  
ACCESSORY STRUCTURES

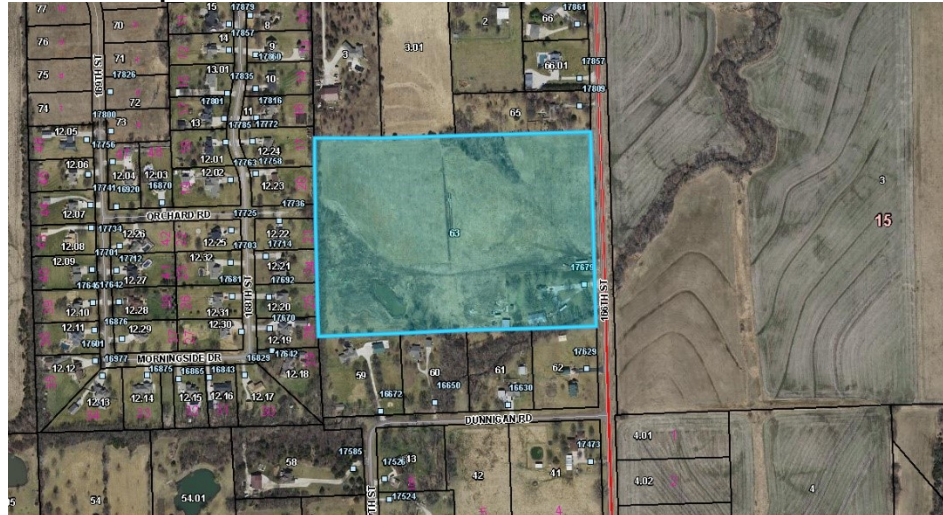
**PROJECT SUMMARY:**

Request to rezone one parcel at 17679 166<sup>th</sup> Street from RR-2.5 to RR-1 (43).

ACCESS/STREET:

166<sup>TH</sup> STREET  
COUNTY COLLECTOR, PAVED, ±24'  
WIDE

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: FAIRMOUNT

WATER: SUBURBAN WATER

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: 8/21/2023

NEWSPAPER NOTIFICATION:  
8/22/2023

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
8/22/2023

<b>FACTORS TO BE CONSIDERED:</b>		
<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:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> Surrounding parcels range in size from 1 acre to more than 150 acres. The area is not densely populated.</p> <p><i>Nearby City Limits:</i> Tonganoxie is more than 0.3 miles to the northeast.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature.</p> <p><i>Adjacent Zoning:</i> All adjacent properties are zoned RR-2.5. The closest RR-1 (43) zoning district area is 670 ft to the west.</p>	✓	✓
<p><b>3. Suitability of the Property for the uses to which it has been restricted:</b>  The property is suitable for rural residences and agricultural uses.</p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b>  <i>The property is adjacent to a rural subdivision that matches the densities that are proposed in this rezoning request. Current county regulations allow for septic systems to be installed on lots 1 acre or greater so based on current county regulations, the proposed rezone should not detrimentally affect surrounding properties. Furthermore, if development were to occur, the proposed addition would exit onto a County Collector that should support additional traffic.</i></p>	✓	✓
<p><b>5. Length of time the property has been vacant as zoned:</b>  <i>Vacant:</i>  <input checked="" type="checkbox"/> <i>Not Vacant: Existing House</i></p>	✓	
<p><b>6. Relative gain to economic development, public health, safety and welfare:</b>  <i>The rezoning does not impact economic development, public health, safety or welfare. In the event the parcel was to be developed as a rural subdivision, twice as many homes could potentially be constructed which may have a positive impact on economic development. As stated previously, current county regulations allow for septic systems on properties that are one acre or greater. Consideration of the impact on public health for lots of this size has already been decided.</i></p>	✓	
<p><b>7. Conformance to the Comprehensive Plan:</b>  <i>Future Land Use Map: Mixed Residential</i>  <i>Section 4 Land Use and Development Plan Strategies: Mixed Residential is identified as a mixture of high density single-family and multi-family residential. There are currently no sanitary sewer systems within 660' of the property and no plans to extend sanitary sewer to this site. R-1 (43) is the highest density residential that can be developed on this property currently.</i></p>	✓	✓

**STAFF COMMENTS:**

The applicants are in the process of acquiring the property. Owner authorization from both the party selling the property and the party purchasing has been submitted with this request. The applicants are requesting a rezoning from Rural-Residential 2.5 to Residential-1 (43). The Comprehensive Plan identifies the future land use of this area

as *Mixed Residential*. Staff is supportive of the request due to the current county regulations surrounding development of sanitary sewer systems at the highest density permitted.

**ATTACHMENTS:**

A: Application & Narrative

B: Zoning Map

C: Memorandums

D: Neighbor Comments

**LEAVENWORTH COUNTY PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
September 13, 2023**

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

**The Planning Commission meeting was called to order at 5:30 p.m.**

**Pledge of Allegiance**

**Members present:** Jaden Bailey, William Gottschalk, Jeff Spink, Marcus Majure, Steve Rosenthal, Allan Stork, Robert Owens, Wolf Schmidt and Steve Skeet

**Members absent:** Doug Tystad

**Staff present:** John Jacobson-Director, Amy Allison-Deputy Director, Stephanie Sloop-Planning Coordinator, Misty Brown-County Counselor

**Minutes:**

Commissioner Stork made a motion to approve the minutes. Commissioner Gottschalk seconded the motion.

**ROLL CALL VOTE - Motion to approve the minutes passed, 6/0 (2 abstention, 1 absent)**

**Secretary's Report:**

Amy Allison gave the secretary's report going over the agenda. Indicating that there were three plats on the consent agenda.

**Commissioner Rosenthal made a motion to approve the agenda. Commissioner Schmidt seconded the motion.**

**ROLL CALL VOTE - Motion to approve the agenda passed, 8/0**

**Commissioner Stork declared that he would be abstaining from Case DEV-22-092 & 093.**

**Case DEV-092 & 092 Preliminary and Final Plat Sunny Side Estates 2<sup>nd</sup>**

**Consideration of a Preliminary and Final Plat for Sunny Side Estates 2 on the following described property: A tract of land in the Southeast Quarter of Section 9, Township 11 South, Range 22 East, of the 6<sup>th</sup> P.M., Leavenworth County, Kansas.**

Amy Allison gave the staff report for the above-listed case. Allison stated that the applicant is asking for an exception to the plat. She asked the board if they recommended granting the exception they first make a motion granting the exception and then make a motion on the plat.

Chairman Majure asked if there were any questions or discussions from the board. Chairman Majure asked if the applicant wished to speak. Joe Herring, Herring Surveying, addressed the board, further explaining the nature of his request.

Chairman Majure asked if there were any further questions or discussions from the board, if not he would accept a motion.

**Commissioner Rosenthal motioned to approve the exception requested for Case DEV-23-092 & 093 a Preliminary and Final Plat for Sunny Side Estates 2<sup>nd</sup>. Commissioner Skeet seconded the motion.**

**ROLL CALL VOTE - Motion to approve passed 7/0 (1 Abstention, 1 Absent)**

**Commissioner Rosenthal motioned to approve DEV-23-092 & 093 a Preliminary and Final Plat for Sunny Side Estates 2<sup>nd</sup>. Commissioner Schmidt seconded the motion.**

**ROLL CALL VOTE - Motion to approve passed 7/0 (1 Abstention, 1 Absent)**

**Case DEV-23-102 & 103 Preliminary Plat – Dodge Addition**

**Consideration of a Preliminary and Final Plat for Dodge Addition on the following described property: A tract of land in the Southeast Quarter of Section 4, Township 12 South, Range 21 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas.**

Amy Allison gave the staff report for the above-listed case. Allison did point out that the applicant is asking for an exception to the plat. She asked the board that if they were recommending approval that they first make a motion granting the exception and then make a motion on the plat.

Chairman Majure asked if there were any questions or discussions from the board. Chairman Majure asked if the applicant wished to speak. Joe Herring, Herring Surveying, addressed the board, further explaining the plat.

Chairman Majure asked if there were any further questions or discussions from the board, if not he would accept a motion.

**Commissioner Rosenthal motioned to approve the exception requested with the plat. Commissioner Gottschalk seconded the motion.**

**ROLL CALL VOTE - Motion to approve passed 8/0 (1 Absent)**

**Commissioner Rosenthal motioned to approve DEV-23-102 & 103 a Preliminary and Final Plat for Dodge Addition. Commissioner Schmidt seconded the motion.**

**ROLL CALL VOTE - Motion to approve passed 8/0 (1 Absent)**

**Case DEV-23-110 – Special Use Permit – Whiskey Ridge**

**Consideration of an application for a Special Use Permit for an Event Center on the following described property: A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6<sup>th</sup> P.M. in Leavenworth County, Kansas.**

Amy Allison gave the staff report for the above-listed case.

Chairman Majure asked if there were any questions or discussions from the board. Hearing none the public hearing was opened and the applicant/agent was invited to come forward. The applicant's agent, Attorney Chip DeMoss, came forward to describe the request and answer any questions from the board.

Chairman Majure asked if there was anyone present wishing to speak in favor or opposition. The public comment portion of the hearing was closed.

Chairman Majure stated that he would accept a motion if there were no further discussion.

**Commissioner Rosenthal made a motion to approve Case DEV-23-110 – Special Use Permit – Whiskey Ridge. Commissioner Owens seconded the motion.**

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

**Case DEV-23-114 Rezone from RR-5 to RR-2.5 Brock**

**Consideration of a Rezone from RR-5 to RR-2.5 on the following described property: Four tracts of land in the South ½ of the Southeast ¼ of Section 9, Township 12, Range 21 East of the 6<sup>th</sup> P.M. in Leavenworth County, Kansas.**

Amy Allison gave the staff report for the above-listed case.

Chairman Majure asked if there were any questions or discussions from the board. Hearing none the public hearing was opened and the applicant/agent was invited to come forward. The applicant's agent, Joe Herring, came forward to describe the request and answer any questions from the board.

Chairman Majure asked if there was anyone present wishing to speak in favor or opposition. The public comment portion of the hearing was closed.

Chairman Majure stated that he would accept a motion if there were no further discussion.

**Commissioner Stork made a motion to approve Case DEV-23-114 – Rezoning from RR-5 to RR-2.5. Commissioner Schmidt seconded the motion.**

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

**Case DEV-23-117 Rezone from RR-5 to RR-2.5 South Park  
Consideration of a Rezone from RR-5 to RR-2.5 on the following described property: A triangular tract of land lying on the West side of the road in the Southwest Quarter of Section 28, Township 10, Range 21 East of the 6<sup>th</sup> P.M., in Leavenworth County, Kansas.**

Amy Allison gave the staff report for the above-listed case.

Chairman Majure asked if there were any questions or discussions from the board. Hearing none the public hearing was opened and the applicant/agent was invited to come forward. The applicant's agent, Joe Herring, came forward to describe the request and answer any questions from the board.

Chairman Majure asked if there was anyone present wishing to speak in favor or opposition. The public comment portion of the hearing was closed.

Chairman Majure stated that he would accept a motion if there were no further discussion.

**Commissioner Stork made a motion to approve Case DEV-23-117 – Rezoning from RR-5 to RR-2.5. Commissioner Gottschalk seconded the motion.**

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

**Case DEV-23-118 Rezone from RR-2.5 to R1 (43)  
Consideration of a Rezone from RR-2.5 to R1 (43) on the following described property: The North 908.37 feet of the Southeast ¼ of Section 16, Township 11 South, Range 22 East of the 6<sup>th</sup> P.M. in Leavenworth County.**

Amy Allison gave the staff report for the above-listed case.

Chairman Majure asked if there were any questions or discussions from the board. Hearing none the public hearing was opened and the applicant/agent was invited to come forward. The applicant's agent, Joe Herring, came forward to describe the request and answer any questions from the board.

Chairman Majure asked if there was anyone present wishing to speak in favor or opposition. Multiple residents to address concerns with the request. The public comment portion of the hearing was closed.

Chairman Majure asked if there were questions or comments from the Planning Commission. The board asked staff questions regarding the process of rezoning and had discussion amongst themselves.

Chairman Majure stated that he would accept a motion if there were no further discussion. The Board had discussion

**Commissioner Bailey made a motion to deny Case DEV-23-118 – Rezoning from RR-2.5 to R1 (43), stating that the Golden Factor, specifically Character of Neighborhood, and some of the other factors we spoke on. County Counselor asked for him to elaborate for the record on the other concerns he mentioned in his motion. Commissioner Bailey added to his motion concerns on hydrology, density, distance from the City, and a plan of the nearby plan for growth in the County, as well as the affects on surrounding property. Commissioner Rosenthal seconded the motion.**

**ROLL CALL VOTE - Motion to deny passed 6/2, (1 absent)**



**The meeting was adjourned at 7:01 p.m.**