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 8, 2025 9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be not expectation of interaction by the Commission during this time. Everyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comment will be included and distributed with the normal meeting packet.

V. ADMINISTRATIVE BUSINESS:

- a) County Clerk report
- 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 October 1, 2025
- b) Approval of the schedule for the week of October 13, 2025
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

a) Consider a motion to approve Resolution 2025-34, establishing a placement of 4-way stop signs at the intersections of 211th and McIntyre Road.

b) Monroe Manor RHID project

- Consider a motion that the proposed reinvestment housing incentive district has an adverse effect on Leavenworth County and move to adopt Resolution 2025-33 to nullify the creation of the RHID.
- Consider a motion that the proposed reinvestment housing incentive district does not have an adverse effect on Leavenworth County and move to allow the creation of the Monroe Manor RHID as proposed.
- The Board may also take no action which will allow the creation of the RHID.

c) Hearing of the proposed island annexation by the city of Easton, Kansas by Resolution 2025-01

- Consider a motion that the proposed annexation will not hinder the proper growth and development of the area (requires 2/3 majority vote).
- Consider a motion that the proposed annexation will hinder the proper growth and development of the area (requires a majority vote).
- Table the matter for future consideration to a date certain.

d) Hearing of annexation of two (2) County owned lots into the city of Easton, Kansas by Resolution 2025-04

• Consider a motion to consent to the annexation of these two County owned parcels, identified as parcel 052-064-19-0-10-08-005.01-0

and parcel 052-064-19-0-10-08-004.01-0 into the city limits of Easton and direct staff to file the County's consent to annexation within the city.

- Consider a motion to not sign the annexation consent form and deny the city's request to annex these two County owned parcels into the city limits of Easton.
- Consider a motion to table the matter for further consideration.
- VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.
 - a) Leavenworth County Treasurer expenditures
 - b) Executive session if needed
 - IX. ADJOURNMENT

WORK SESSION TO DISCUSS BUILDING CODES

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, October 6, 2025

Tuesday, October 7, 2025

Wednesday, October 8, 2025

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, October 9, 2025

12:00 p.m. LCDC meeting

Friday, October 10, 2025

10:00 a.m. County Treasurer Swearing-In Ceremony

• Leavenworth Justice Center, Courtroom #3

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

*******October 1, 2025 ******

The Board of County Commissioners met in a regular session on Wednesday, October 1, 2025. Commissioner Culbertson; Commissioner Smith, Commissioner Dove and Commissioner Stieben are present; Commissioner Reid is absent; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Jamie Miller, EMS/Health Dept. Director; Jim Sherley, Undersheriff; Tammy Saldivar, Solid Waste Director; Bill Noll, Infrastructure and Construction Services; Fran Keppler, County Clerk; Scott Peterson, Leavenworth City Administrator

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Fran Keppler confirmed the date for the swearing in ceremony for the County Treasurer as October 10th.

A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben to accept the consent agenda for Wednesday, October 1, 2025 as presented.

Motion passed, 4-0.

Jim Sherley presented a 4-year service agreement for the emergency radio system.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve a 4-year service agreement between Leavenworth County and Motorola Solution for the emergency radio system.

Motion passed, 4-0.

Jamie Miller requested the chairperson to sign an agreement for a medical director.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to authorize the chairperson to execute the Medical Director Agreement for the Health and EMS Departments.

Motion passed, 4-0.

Misty Brown presented Resolution 2025-32, repealing Resolution 2018-1 pertaining to legal services.

A motion was made by Commissioner Stieben and seconded by Commissioner Smith to approve Resolution 2025-32, repealing Resolution 2018-1 pertaining to legal services.

Motion passed, 4-0.

Discussion between the Board and the city of Leavenworth took place regarding the city's interest in the Transfer Station.

It was the consensus of the Board that discussion continue between staff.

A work session was held to discuss zoning regulation language amendments.

Commissioner Reid is now present.

A work session was held to discuss government efficiency committee.

A motion was made by Commissioner Stieben and seconded by Commissioner Reid to ask the County Administrator to provide two or three different options for establishing a government efficiency committee.

Motion passed, 3-2 Commissioners Smith and Dove voting nay.

A motion was made by Commissioner Dove and seconded by Commissioner Stieben that the Board recess for a closed executive session to consultant with our attorneys to discuss confidential matters related to potential claims and litigation which would be deemed privileged in the attorney-client relationship as justified by K.S.A. 75-4319(b) (2) and that the Board resume open meeting at 10:32 a.m. in the meeting room of the Board. Present in the executive session will be Commissioners Mike Smith, Jeff Culbertson, Vanessa Reid, Willie Dove and Mike Stieben, County Administrator Mark Loughry, County Counselor Misty Brown and Deputy County Counselor Jon Khalil.

Motion passed, 5-0.

The Board returned to regular meeting at 10:31 a.m. No action was taken and no decisions were made. The subject was limited to matters specific to non-elected personnel.

A motion was made by Commissioner Smith and seconded by Commissioner Dove to adjourn. Motion passed, 4-0.

The Board adjourned at 10:33 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, October 13, 2025 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF COLUMBUS DAY

Tuesday, October 14, 2025

Wednesday, October 15, 2025

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, October 16, 2025

Friday, October 17, 2025

9:00 a.m. International Hall of Fame Induction Ceremony

• Eisenhower Auditorium, Lewis and Clark Center, Ft. Leavenworth, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
605		09/29/2025	829	THOMSON REUTERS - WES	ST			
			135854	5-001-5-19-301	KS LAW AND PRAC	FAM LAW 2025	1,502.36	
						WARRANT TOTAL		1,502.36
606		09/29/2025	8103	CHARTER COMMUNICATION				
			135849	5-001-5-18-213	9/14-10-14 ACCT		169.98	
		40/00/0005				WARRANT TOTAL		169.98
607		10/02/2025	829	THOMSON REUTERS - WE:			070.06	
			135910	5-001-5-19-301	KS LAW AND PRAC	WARRANT TOTAL	978.96	978.96
608		10/02/2025	8416	IRON MOUNTAIN INC		WARRANI IOIAL		976.90
000		10/02/2025	135904	5-001-5-02-212	COURTHOUSE SHRE	DDTNG	31.36	
			135904	5-001-5-14-247	COURTHOUSE SHRE		29.22	
			135904	5-001-5-28-301	COURTHOUSE SHRE		14.60	
			135904	5-146-5-00-218	COURTHOUSE SHRE		95.35	
						WARRANT TOTAL		170.53
116236	AP	09/26/2025	99					
			135758	5-001-5-19-205	FEE AND MILEAGE	}	156.00	
						WARRANT TOTAL		156.00
116237	AP	09/26/2025	99					
			135759	5-001-5-19-205	FEE AND MILEAGE		60.00	
						WARRANT TOTAL		60.00
116238	AP	09/26/2025	99	5 004 5 40 005			50.00	
			135760	5-001-5-19-205	FEE AND MILEAGE		53.00	F2 00
116239	λD	09/26/2025	99			WARRANT TOTAL		53.00
110237	AL	05/20/2025	135761	5-001-5-19-205	FEE AND MILEAGE	1	128.00	
			133701	3 001 3 13 203	122 140 11221102	WARRANT TOTAL	120.00	128.00
116240	AP	09/26/2025	99		_			
			135762	5-001-5-19-205	FEE AND MILEAGE		32.00	
						WARRANT TOTAL		32.00
116241	AP	09/26/2025	99					
			135763	5-001-5-19-205	FEE AND MILEAGE		100.00	
						WARRANT TOTAL		100.00
116242	AP	09/26/2025	99					
			135764	5-001-5-19-205	FEE AND MILEAGE		100.00	
116243	7 0	00/26/2025	0.0		_	WARRANT TOTAL		100.00
110243	AP	09/26/2025	135765	5-001-5-19-205	FFF AND MILFACE	1	32.00	
			133703	3-001-3-19-203	TEE AND MIDEAGE	WARRANT TOTAL	32.00	32.00
116244	AP	09/26/2025	99	THERESA ANN CHOP		Winding 101111		32.00
			135766		FEE AND MILEAGE		58.60	
						WARRANT TOTAL		58.60
116245	AP	09/26/2025	99					
			135767	5-001-5-19-205	FEE AND MILEAGE		25.00	
						WARRANT TOTAL		25.00
116246	AP	09/26/2025		C				
			135768	5-001-5-19-205	FEE AND MILEAGE		116.80	
116045		00/05/000=	0.0			WARRANT TOTAL		116.80
116247	AP	09/26/2025		5-001-5-19-205	ססט אווא אוויא מסט	1	25 00	
			135769	3-001-3-19-203	LEE WALL MITTERGE	•	25.00	

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
					WARRANT TOTAL		25.00
116248	AP 09/26/2025	99 135770	5-001-5-19-205	FEE AND MILEAGE		57.20	
		133770	3-001-3-19-203	FEE AND MILLEAGE	WARRANT TOTAL	37.20	57.20
116249	AP 09/26/2025	99					
		135771	5-001-5-19-205	FEE AND MILEAGE		128.00	100.00
116250	AP 09/26/2025	99			WARRANT TOTAL		128.00
		135772	5-001-5-19-205	FEE AND MILEAGE		53.00	
116051	3D 00/06/0005	0.0			WARRANT TOTAL		53.00
116251	AP 09/26/2025	99 135773	5-001-5-19-205	FEE AND MILEAGE		34.80	
					WARRANT TOTAL		34.80
116252	AP 09/26/2025	99	5 001 5 10 005			46.00	
		135774	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	46.00	46.00
116253	AP 09/26/2025	99					
		135775	5-001-5-19-205	FEE AND MILEAGE		33.40	
116254	AP 09/26/2025	99		_	WARRANT TOTAL		33.40
110231	111 05, 20, 2025	135776	5-001-5-19-205	FEE AND MILEAGE		57.20	
					WARRANT TOTAL		57.20
116255	AP 09/26/2025	99 135777	5-001-5-19-205	FEE AND MILEAGE		114.00	
		133777	3 001 3 17 203	THE THIS THERIOD	WARRANT TOTAL	111.00	114.00
116256	AP 09/26/2025	99					
		135778	5-001-5-19-205	FEE AND MIELAGE	WARRANT TOTAL	32.00	32.00
116257	AP 09/26/2025	99			WARRANT TOTAL		32.00
		135779	5-001-5-19-205	FEE AND MILEAGE		25.00	
116258	AP 09/26/2025	99			WARRANT TOTAL		25.00
110230	AI 05/20/2025	135780	5-001-5-19-205	FEE AND MILEAGE		161.60	
					WARRANT TOTAL		161.60
116259	AP 09/26/2025	99 135781	5-001-5-19-205	FEE AND MILEAGE		25.00	
		133701	3 001 3 19 203	FEE AND MIDEAGE	WARRANT TOTAL	23.00	25.00
116260	AP 09/26/2025						
		135782	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	111.20	111.20
116261	AP 09/26/2025	99			WARRANI TOTAL		111.20
		135783	5-001-5-19-205	FEE AND MILEAGE		25.00	
116262	AP 09/26/2025	0.0			WARRANT TOTAL		25.00
110202	AL 09/20/2025	135784		FEE AND MILEAGE		25.00	
					WARRANT TOTAL		25.00
116263	AP 09/26/2025	99 135785	5-001-5-19-205	FEE AND MILEAGE		25.00	
		133703	2 001 2 17 203	THE MAD PITTENGE	WARRANT TOTAL	23.00	25.00
116264	AP 09/26/2025	99					

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/					
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESC	CRIPTION		AMOUNT	TOTAL
		135786	5-001-5-19-205	FEE	AND MILEAGE		158.80	
116265	3D 00/26/2025	0.0				WARRANT TOTAL		158.80
110205	AP 09/26/2025	99 135787	5-001-5-19-205	FEE	AND MILEAGE		37.60	
						WARRANT TOTAL		37.60
116266	AP 09/26/2025	99						
		135788	5-001-5-19-205	FEE	AND MILEAGE		25.00	
116068	35.00/06/0005	0.0				WARRANT TOTAL		25.00
116267	AP 09/26/2025	99 135789	5-001-5-19-205	777	AND MILEAGE		37.60	
		133707	3 001 3 17 203	1111	AND MILLEAGE	WARRANT TOTAL	37.00	37.60
116268	AP 09/26/2025	99						
		135790	5-001-5-19-205	FEE	AND MILEAGE		33.40	
						WARRANT TOTAL		33.40
116269	AP 09/26/2025	99 135791	F 001 F 10 00F		AND MILEAGE		25.00	
		135/91	5-001-5-19-205	ree	AND MILEAGE	WARRANT TOTAL	25.00	25.00
116270	AP 09/26/2025	99				WHITE TOTAL		23.00
		135792	5-001-5-19-205	FEE	AND MILEAGE		133.60	
						WARRANT TOTAL		133.60
116271	AP 09/26/2025		BRENT CHRISTOPHER					
		135793	5-001-5-19-205	FEE	AND MILEAGE		25.00	25.00
116272	AP 09/26/2025	99	ROBERT S VOLSKI			WARRANT TOTAL		25.00
	,,	135794	5-001-5-19-205	FEE	AND MILEAGE		36.20	
						WARRANT TOTAL		36.20
116273	AP 09/26/2025	99						
		135795	5-001-5-19-205	FEE	AND MILEAGE		25.00	25.00
116274	AP 09/26/2025	99				WARRANT TOTAL		25.00
110271	111 03/20/2023	135796	5-001-5-19-205	FEE	AND MILEAGE		122.40	
						WARRANT TOTAL		122.40
116275	AP 09/26/2025	99						
		135797	5-001-5-19-205	FEE	AND MILEAGE		25.00	05.00
116276	AP 09/26/2025	0.0		_		WARRANT TOTAL		25.00
110270	AF 09/20/2023	135798	5-001-5-19-205	FEE	AND MILEAGE		44.60	
						WARRANT TOTAL		44.60
116277	AP 09/26/2025	99						
		135799	5-001-5-19-205	FEE	AND MILEAGE		43.20	
116070	3D 00/26/2025	0.0				WARRANT TOTAL		43.20
116278	AP 09/26/2025	135800	5-001-5-19-205		AND MILEAGE		25.00	
		10000	5 661 5 19 265		1110	WARRANT TOTAL	23.00	25.00
116279	AP 09/26/2025	99						
		135801	5-001-5-19-205	FEE	AND MILEAGE		30.60	
116000	3D 00/05/0005	0.0				WARRANT TOTAL		30.60
116280	AP 09/26/2025	99 135802	5-001-5-19-205	777	AND MILEAGE		57.20	
		133002	J 001-J-19-203	ree	THAT HITTENGE	WARRANT TOTAL	37.20	57.20
								27.23

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START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK WARRANT TYPE DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	<u>TOTAL</u>
116281	AP 09/26/2025	99 135803	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	43.20	43.20
116282	AP 09/26/2025	99 135804	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	125.20	125.20
116283	AP 09/26/2025	99 135805	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	30.60	30.60
116284	AP 09/26/2025	99 135806	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	136.40	136.40
116285	AP 09/26/2025	99 135807	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	50.20	50.20
116286	AP 09/26/2025	99 135808	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	47.40	47.40
116287	AP 09/26/2025	99 135809	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	142.00	142.00
116288	AP 09/26/2025	99 135810	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	46.00	46.00
116289	AP 09/26/2025	99 135811	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
116290	AP 09/26/2025	99 135812	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	100.00	100.00
116291	AP 09/26/2025	99 135813	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	114.00	114.00
116292	AP 09/26/2025		5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
116293	AP 09/26/2025	99 135815	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	46.00	46.00
116294	AP 09/26/2025	99 135816	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	34.80	34.80
116295	AP 09/26/2025	99 135817	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
		135818	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	30.60	30.60
116297	AP 09/26/2025		5-001-5-19-205	FEE AND MILEAGE	46.00	

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
					WARRANT TOTAL		46.00
116298	AP 09/26/2025	99 135820	5-001-5-19-205	FEE AND MILEAGE		48.80	
					WARRANT TOTAL		48.80
116299	AP 09/26/2025	99 135821	5-001-5-19-205	FEE AND MILEAGE		25.00	
44.5000	00/05/005				WARRANT TOTAL		25.00
116300	AP 09/26/2025	99 135822	5-001-5-19-205	FEE AND MILEAGE		153.20	
116201	00 /05 /000F	0.0			WARRANT TOTAL		153.20
116301	AP 09/26/2025	99 135823	5-001-5-19-205	FEE AND MILEAGE		25.00	
116200	3D 00/06/000E	0.0			WARRANT TOTAL		25.00
116302	AP 09/26/2025	135824	5-001-5-19-205	FEE AND MILEAGE		156.00	
116303	3D 00/26/2026	0.0		•	WARRANT TOTAL		156.00
110303	AP 09/26/2025	135825	5-001-5-19-205	FEE AND MILEAGE		34.80	
116304	AP 09/26/2025	۵۵			WARRANT TOTAL		34.80
110304	AF 05/20/2025	135826	5-001-5-19-205	FEE AND MILEAGE		32.00	
116305	AP 09/26/2025	99		•	WARRANT TOTAL		32.00
110303	111 03/20/2023	135827	5-001-5-19-205	FEE AND MILEAGE		54.40	
116306	AP 09/26/2025	99			WARRANT TOTAL		54.40
		135828	5-001-5-19-205	FEE AND MILEAGE		34.80	
116307	AP 09/26/2025	99		_	WARRANT TOTAL		34.80
		135829	5-001-5-19-205	FEE AND MILEAGE		125.20	
116308	AP 09/26/2025	99			WARRANT TOTAL		125.20
		135830	5-001-5-19-205	FEE AND MILEAGE		33.40	
116309	AP 09/26/2025	99			WARRANT TOTAL		33.40
		135831	5-001-5-19-205	FEE AND MILEAGE		47.40	47.40
116310	AP 09/26/2025	99			WARRANT TOTAL		47.40
		135832	5-001-5-19-205	FEE AND MILEAGE		25.00	25.00
116311	AP 09/26/2025	99			WARRANT TOTAL		25.00
		135833	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	44.60	44.60
116312	AP 09/26/2025	99			WARRANI IOIAL		44.00
		135834	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	44.60	44.60
116313	AP 09/26/2025	99			WINCOM! IOINI		14.00
		135835	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	100.00	100.00
116314	AP 09/26/2025	99		ı			130.00

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK WARRANT TYPE DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
		135836	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	44.60	44.60
116315	AP 09/26/2025	99				
		135837	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	156.00	156.00
116316	AP 09/26/2025	99		WARRANT TOTAL		130.00
		135838	5-001-5-19-205	FEE AND MILEAGE	25.00	
445045	00/05/0005			WARRANT TOTAL		25.00
116317	AP 09/26/2025	135839	5-001-5-19-205	FEE AND MILEAGE	116.80	
		133037	3 001 3 13 203	WARRANT TOTAL	110.00	116.80
116318	AP 09/26/2025	99				
		135840	5-001-5-19-205	FEE AND MILEAGE	133.60	
116319	AP 09/26/2025	0.0		WARRANT TOTAL		133.60
110319	AP 09/20/2023	135841	5-001-5-19-205	FEE AND MILEAGE	34.80	
				WARRANT TOTAL		34.80
116320	AP 09/26/2025	99		_		
		135842	5-001-5-19-205	FEE AND MILEAGE	39.00	20.00
116321	AP 09/26/2025	99		WARRANT TOTAL		39.00
110011	111 03, 20, 2023	135843	5-001-5-19-205	FEE AND MILEAGE	25.00	
				WARRANT TOTAL		25.00
116322	AP 09/26/2025		5 004 5 40 005		45.00	
		135844	5-001-5-19-205	FEE AND MILEAGE WARRANT TOTAL	46.00	46.00
116323	AP 09/26/2025	99		WARRANT TOTAL		10.00
		135845	5-001-5-19-205	FEE AND MILEAGE	30.60	
				WARRANT TOTAL		30.60
116324	AP 09/29/2025	951 135858	KUSTOM TRAINING AND (5-001-5-07-353	CONSULTING K9 HANDLER AND E COLLAR	8,000.00	
		135858	5-001-5-07-353	K9 HANDLER AND E COLLAR	280.00	
				WARRANT TOTAL		8,280.00
116325	AP 09/29/2025	24545	CDW GOVERNMENT INC			
		135852	5-115-5-00-409	HP SB 8 G1I U7 265 512 16 W 11	11,879.00	
		135857	5-118-5-00-401	21 NEW COMPUTERES WARRANT TOTAL	10,000.00	21,879.00
116326	AP 09/29/2025	8686	EVERGY KANSAS CENTRAI			21,075.00
		135863	5-160-5-00-210	SERVICE DATE 9/18/2025	27.11	
		135863	5-160-5-00-210	SERVICE DATE 9/18/2025	270.89	
		135863	5-160-5-00-210	SERVICE DATE 9/18/2025	894.56	1 100 56
116327	AP 09/29/2025	169	FOR THE RECORD	WARRANT TOTAL		1,192.56
11001	111 03, 23, 2023	135853	5-115-5-00-409	SOFTWARE FOR GOLD RECORDING SU	14,780.00	
				WARRANT TOTAL		14,780.00
116328	AP 09/29/2025	120	ALFRED GRENIER II			
		135867	5-001-5-07-213	UNIT 145 UPFIT AND RED/BLUE X	293.60	
		135867	5-001-5-07-213	UNIT 145 UPFIT AND RED/BLUE X	580.80	
		135866	5-001-5-07-450	APPLY CUSTOMER SUPPLIED GRAPHI WARRANT TOTAL	100.00	974.40
				madani 101111		2,1.10

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK WARRANT TYPE DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
116220	3D 00/20/2025	4465	CDONIC HARRIAGE INC			
116329	AP 09/29/2025	135870	GRONIS HARDWARE INC 5-001-5-07-301	OFFICE SUPPLIES TOGGLE BOLTS	26.99	
		135670	5-001-5-07-301	WARRANT TOTAL	20.99	26.99
116330	AP 09/29/2025	121	HAMM QUARRIES	WARRANI IOIAL		20.99
110330	AP 09/29/2025	135864	5-160-5-00-212	ROCK	452.20	
		133001	3 100 3 00 212	WARRANT TOTAL	132.20	452.20
116331	AP 09/29/2025	2900	NANCY HAYES	Wildely 10112		132.20
110001	111 05, 25, 2025	135877	5-001-5-05-290	REISSUE CHECK 115109 FOR 2024	170.00	
				WARRANT TOTAL		170.00
116332	AP 09/29/2025	733	SABER HOSSINEI			
		135862	5-001-5-11-205	KU LAW PANEL AND KU MENTOR EVE	114.80	
				WARRANT TOTAL		114.80
116333	AP 09/29/2025	138	LEAVENWORTH COUNTY BA	AR		
		135860	5-001-5-11-203	MEMBERSHIP DUES CAMPBELL AND S	125.00	
		135860	5-001-5-11-203	MEMBERSHIP DUES CAMPBELL AND S	125.00	
				WARRANT TOTAL		250.00
116334	AP 09/29/2025	2111	LIFTOFF,LLC			
		135848	5-115-5-00-409	OFFICE 365 PLAN G1 GCC 28 EACH	627.20	
				WARRANT TOTAL		627.20
116335	AP 09/29/2025	2059	MIDWEST OFFICE TECHNO	DLOGY INC		
		135878	5-001-5-01-201	QUARTERLY CHARGES	753.04	
		135869	5-001-5-07-219	CANON COPIER	64.88	
		135859	5-001-5-11-303	COPIER COST	65.49	
				WARRANT TOTAL		883.41
116336	AP 09/29/2025	2666	UMR			
		135850	5-108-5-00-216	OVERPAYMENT CLAIM PROCESSES PE	60.00	
				WARRANT TOTAL		60.00
116337	AP 09/29/2025		AETNA BETTER HEALTH (
		135851	5-108-5-00-216	OVERPAYMENT FOR RMITTANCE ADVI	410.75	
				WARRANT TOTAL		410.75
116338	AP 09/29/2025		NICK ANAGNOSTIS			
		135861	5-001-5-11-213	REIMBURSEMENT FOR TRAVEL	39.20	
		135861	5-001-5-11-213	REIMBURSEMENT FOR TRAVEL	44.38	02 50
116220	3D 00/00/005	2666	MICAU DRAW	WARRANT TOTAL		83.58
116339	AP 09/29/2025		MICAH BRAY	MILENCE DEIMD GOD THEY CEDER	261 10	
		135884	5-001-5-11-205	MILEAGE REIMB. FOR JULY- SEPTE WARRANT TOTAL	261.10	261.10
116340	AP 09/29/2025	9901	OSBORN LAW OFFICE	WARRANI IOIAL		201.10
110340	AP 09/29/2025	135882		COURT APPOINTED ATTORNEY	6,105.00	
		133002	5-001-5-09-231	WARRANT TOTAL	0,103.00	6,105.00
116341	AP 09/29/2025	3	CLERK, US DISTRICT CO			0,103.00
110311	111 05/25/2025	135846		REQUEST NUMBER 0925-36 CASE LV	4.00	
		133010	3 001 3 11 201	WARRANT TOTAL	1.00	4.00
116342	AP 09/29/2025	427	JORDAN PEMBLE	Wildely 10112		1.00
		135881	5-001-5-09-231	COURT APPOINTED ATTORNEY	4,182.50	
			-	WARRANT TOTAL	,	4,182.50
116343	AP 09/29/2025	770	BASEHOR UNITED METHOL			
		135856		2026 UTILITY RENTAL BASEHOR SI	146.00	
		135856	5-145-5-05-202	2026 UTILITY RENTAL BASEHOR SI	50.00	
		135856	5-145-5-07-202	2026 UTILITY RENTAL BASEHOR SI	4.00	
i						

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
					WARRANT TOTAL		200.00
116344	AP 09/29/2025	865	WEST HAVEN BAPTIST CH	HURCH			
		135855	5-145-5-00-246	2026 UTLITY REN	T TONGANOXIE SI	146.00	
		135855	5-145-5-05-202	2026 UTLITY REN	T TONGANOXIE SI	50.00	
		135855	5-145-5-07-202	2026 UTLITY REN	T TONGANOXIE SI	4.00	
					WARRANT TOTAL		200.00
116345	AP 09/29/2025	7098	QUILL CORP				
		135883	5-001-5-11-301	TONERS AND CART	RIDGE	1,257.98	
		135883	5-001-5-11-301	TONERS AND CART	RIDGE	275.96	
					WARRANT TOTAL		1,533.94
116346	AP 09/29/2025	943	MATTHEW RICH				
		135880	5-001-5-09-231	COURT APPOINTED	ATTORNEY	1,720.67	
					WARRANT TOTAL		1,720.67
116347	AP 09/29/2025	916	ROBERT L. STEFFEN				
		135879	5-001-5-09-231	COURT APPOINTED	ATTORNEY	2,450.50	
					WARRANT TOTAL		2,450.50
116348	AP 09/29/2025	983	WAKASHAW, LLC				
		135868	5-001-5-07-219	DENTAL PROCEDUR	E ON INMATE	712.50	
					WARRANT TOTAL		712.50
116349	AP 09/29/2025	6885	WH SCALE CO				
		135865	5-160-5-00-213	TESTED AND CALI	BRATED THE TRUC	920.00	
					WARRANT TOTAL		920.00
116350	AP 09/29/2025	100					
		135871	5-001-5-14-221	FEE AND MILEAGE		25.00	
					WARRANT TOTAL		25.00
116351	AP 09/29/2025						
		135872	5-001-5-14-221	FEE AND MILEAGE		55.66	
					WARRANT TOTAL		55.66
116352	AP 09/29/2025						
		135874	5-001-5-14-221	FEE AND MILEAGE		36.06	
					WARRANT TOTAL		36.06
116353	AP 09/29/2025						
		135875	5-001-5-14-221	FEE AND MILEAGE		59.30	
	00/00/000				WARRANT TOTAL		59.30
116354	AP 09/29/2025		5 001 5 14 001			102.04	
		135876	5-001-5-14-221	FEE AND MILEAGE	WARDANIII IIOTAA	123.84	102.04
116255	3D 10/02/2025	451	ADDNA I TEE THOUDANGE	COMPANY	WARRANT TOTAL		123.84
116355	AP 10/02/2025		AETNA LIFE INSURANCE		OD ETNAL DILL	5,914.07	
		135919	5-510-2-00-939	RETROACTIVITY FO		5,914.07	E 014 07
116356	AP 10/02/2025	6040	N TT C TT		WARRANT TOTAL		5,914.07
110330	AP 10/02/2025	135920	AT&T 5-001-5-07-210	ATICT MONTHIII V CT	A TEMENTO	263.92	
		135920	5-001-5-07-210	AT&T MONTHLY ST	WARRANT TOTAL	203.92	263.92
116357	AP 10/02/2025	10050	ATCT MODILITY		WARRANI IOIAL		203.92
110337	AF 10/02/2025	135933	AT&T MOBILITY 5-133-5-00-210	DATA CONNECT UN	סבו ארד האדר מאדותו.ו	55.73	
		135933	5-133-5-00-210	DATA CONNECT UN		55.73	
		135933	5-133-5-00-210	DATA CONNECT UN		23.24	
		135933	5-133-5-00-210	DATA CONNECT UN		23.24	
		135933	5-133-5-00-210	DATA CONNECT UN		73.24	
		135933	5-133-5-00-210	DATA CONNECT UN		43.23	
				222202 011.			
4							

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TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRA	ANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE DATE	<u>c</u>	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			135933	5-133-5-00-210	DATA CONNECT UNLIMITED FOR LAP	43.23	
			135933	5-133-5-00-210	DATA CONNECT UNLIMITED FOR LAP	43.23	
					WARRANT TOTAL		360.87
116358	AP 10/02/	2025	840	BATEMAN LAW GROUP LLC			
			135907	5-176-5-00-206	VTC DEFENSE FUND AUGUST	1,700.00	
					WARRANT TOTAL		1,700.00
116359	AP 10/02/	2025	917	WILLIAM BECK			
			135900	5-001-5-31-288	EMS #1, CH, CU	1,087.50	
			135900	5-001-5-31-290	EMS #1, CH, CU	435.00	
			135900	5-001-5-32-209	EMS #1, CH, CU	2,180.00	
					WARRANT TOTAL		3,702.50
116360	AP 10/02/	2025	2489	HONORABLE ROBERT BEDN	JAR .		
			135905	5-001-5-19-252	SUBSISTENCE JUDGE PT	3,750.00	
					WARRANT TOTAL		3,750.00
116361	AP 10/02/	/2025	2541	BEST PLUMBING SPECIAL	TIES, INC		
			135927	5-001-5-07-357	JAIL PLUMBING SUPPLIES	91.20	
					WARRANT TOTAL		91.20
116362	AP 10/02/			ROBERT BUSETTI			
			135921	5-001-5-07-219	MONTHLY FEE FOR DENTIST INMATE	350.00	
					WARRANT TOTAL		350.00
116363	AP 10/02/			CASEY ASSOCIATES			
			135909	5-001-5-19-257	MICROFILM PROJECT	430.00	
					WARRANT TOTAL		430.00
116364	AP 10/02/			CITY WIDE MAINTENANCE			
			135888	5-001-5-32-296	JC JANITORIAL SERVICES OCTOBER	6,250.00	
44.60.55	40,400		0.4.0.5		WARRANT TOTAL		6,250.00
116365	AP 10/02/			CLINICAL ASSOCIATES P		252.22	
			135912	5-123-5-00-210	OFFENDER ASSESSMENT KRUSE	350.00	250.00
116266	3D 10/00/	/000F	1000	CITE TOWN OF CREATER IN	WARRANT TOTAL		350.00
116366	AP 10/02/			CULLIGAN OF GREATER K		40.00	
			135916	5-126-5-00-225	WATER COOLER RENTAL	42.00	
			135915 135915	5-136-5-00-203	WATER COOLER SERVICE	21.00 21.00	
			135915	5-136-5-00-223	WATER COOLER SERVICE WARRANT TOTAL	21.00	84.00
116267	AP 10/02/	/2025	002	DEDG DIMEDMIEW II G	WARRANI IOTAL		84.00
116367	AP 10/02/		135923	DEBS RIVERVIEW LLC	SHELTERING SERVICES	1 447 02	
			135923	5-001-5-07-266	WARRANT TOTAL	1,447.03	1,447.03
116368	AP 10/02/	/2025	508	DELTA INNOVATIVE SERV			1,447.03
110300	AP 10/02/		135889	5-215-5-14-401	CH ROOF REPLACEMENT	20,700.00	
			133007	3 213 3 11 101	WARRANT TOTAL	20,700.00	20,700.00
116369	AP 10/02/	/2025	986	DENNEY ELECTRIC AND C			20,700.00
110305	AI 10/02/		135885	5-215-5-03-214	ELECTRICAL WORK JC 601 S 3RD S	4,625.00	
			133003	3 213 3 03 211	WARRANT TOTAL	1,023.00	4,625.00
116370	AP 10/02/	/2025	8686	EVERGY KANSAS CENTRAL			1,025.00
110070	111 10,02,		135903	5-001-5-33-392	711 MARSHALL 8012784902	8,394.47	
			135934	5-133-5-00-251	SANTA FE TRAIL NORTH END SALT	32.68	
					WARRANT TOTAL		8,427.15
116371	AP 10/02/	2025	754	JANA HARRIS			,
	-,,		135922	5-001-5-07-219	MONTHLY MEDICAL SERVICES FOR J	6,250.00	
				-	WARRANT TOTAL	,	6,250.00
							•

START DATE: 09/26/2025 END DATE: 10/02/2025

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TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
116372	AP 10/02/2025	733	SABER HOSSINEI				
		135892	5-001-5-11-213	LUNCH FOR OUT O	F STATE WITNESS	44.16	
					WARRANT TOTAL		44.16
116373	AP 10/02/2025	2505	INTRINSIC INTERVENTI	ONS			
		135913	5-127-5-00-3	UA TEST CUPS		1,857.50	
		135913	5-127-5-00-3	UA TEST CUPS		1,827.50	
		135914	5-127-5-00-3	LAB COST 28775		25.00	
		135914	5-127-5-00-3	LAB COST 28775		25.00	
		135914	5-127-5-00-3	LAB COST 28775		25.00	2 560 00
116084	77 10/00/0005	E00			WARRANT TOTAL		3,760.00
116374	AP 10/02/2025	782	JCI INDUSTRIES INC	EG DEWIDE DIMD		1 272 00	
		135902	5-212-5-00-2	FS REWIRE PUMP	MADDANIII IIOMAT	1,273.00	1 272 00
116375	AP 10/02/2025	99			WARRANT TOTAL		1,273.00
110373	AP 10/02/2025	135950	5-001-5-19-205	FEE AND MILEAGE		78.00	
		133930	3-001-3-19-203	FEE AND MIDEAGE	WARRANT TOTAL	78.00	78.00
116376	AP 10/02/2025	99			WARRANT TOTAL		70.00
110370	111 10/02/2023	135951	5-001-5-19-205	FEE AND MILEAGE		46.00	
		133731	5 001 5 15 205		WARRANT TOTAL	10.00	46.00
116377	AP 10/02/2025	99		1			
		135952	5-001-5-19-205	FEE AND MILEAGE		64.00	
					WARRANT TOTAL		64.00
116378	AP 10/02/2025	99					
		135953	5-001-5-19-205	FEE AND MILEAGE		25.00	
					WARRANT TOTAL		25.00
116379	AP 10/02/2025	99					
		135954	5-001-5-19-205	FEE AND MILEAGE		46.00	
					WARRANT TOTAL		46.00
116380	AP 10/02/2025	99					
		135955	5-001-5-19-205	FEE AND MILEAGE		50.00	
					WARRANT TOTAL		50.00
116381	AP 10/02/2025	99					
		135956	5-001-5-19-205	FEE AND MILEAGE		43.20	
					WARRANT TOTAL		43.20
116382	AP 10/02/2025		5 001 5 10 005			E0. 40	
		135957	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	72.40	72.40
116383	AP 10/02/2025	۵۵			WARRANI IOIAL		72.40
110303	AP 10/02/2025	135958	5-001-5-19-205	FEE AND MILEAGE		43.20	
		133930	3-001-3-19-203	FEE AND MIDEAGE	WARRANT TOTAL	43.20	43.20
116384	AP 10/02/2025	99			Window Tollie		13.20
110001	111 10,02,2025	135959	5-001-5-19-205	FEE AND MILEAGE		25.00	
					WARRANT TOTAL		25.00
116385	AP 10/02/2025	99					
		135960	5-001-5-19-205	FEE AND MILEAGE		57.20	
					WARRANT TOTAL		57.20
116386	AP 10/02/2025	99					
		135961	5-001-5-19-205	FEE AND MILEAGE		50.00	
					WARRANT TOTAL		50.00
116387	AP 10/02/2025	99					

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START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK WARRANT TYPE DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
		135962	5-001-5-19-205	FEE AND MIELAGE	WARRANT TOTAL	25.00	25.00
116388	AP 10/02/2025	99 135963	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	65.40	65.40
116389	AP 10/02/2025	99 135964	5-001-5-19-205	FEE AND MILEAGE		57.00	
116390	AP 10/02/2025	99 135965	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	58.60	57.00
116391	AP 10/02/2025	99 135966	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	65.60	58.60
116392	AP 10/02/2025	99			WARRANT TOTAL		65.60
116393	AP 10/02/2025	135967 99	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	55.80	55.80
116394	AD 10/02/2025	135968	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	50.00	50.00
116394	AP 10/02/2025	135969	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	43.20	43.20
116395	AP 10/02/2025	99 135970	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	54.40	54.40
116396	AP 10/02/2025	99 135971	5-001-5-19-205	FEE AND MILEAGE		50.20	F0 00
116397	AP 10/02/2025	99 135972	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	25.00	50.20
116398	AP 10/02/2025	99 135973	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	25.00	25.00
116399	AP 10/02/2025				WARRANT TOTAL		25.00
116400	AP 10/02/2025		5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	43.20	43.20
116401	AP 10/02/2025		5-001-5-19-205		WARRANT TOTAL	57.20	57.20
		135976	5-001-5-19-205		WARRANT TOTAL	89.20	89.20
116402	AP 10/02/2025		5-001-5-19-205		WARRANT TOTAL	71.00	71.00
116403	AP 10/02/2025		5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	25.00	25.00
					MANUARI TOTAL		25.00

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK WARRANT TYPE DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION		<u>AMOUNT</u>	TOTAL
116404	AP 10/02/2025	99 135979	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	25.00	25.00
116405	AP 10/02/2025	99 135980	5-001-5-19-205	FEE AND MILEAGE		59.80	
116406	AP 10/02/2025	99			WARRANT TOTAL		59.80
110100	AI 10/02/2023	135981	5-001-5-19-205	FEE AND MILEAGE	WARRANT TOTAL	25.00	25.00
116407	AP 10/02/2025	99 135982	5-001-5-19-205	FEE AND MILEAGE		80.80	
116408	AP 10/02/2025	46	KANSAS CORRECTIONAL I	INDUSTRIES	WARRANT TOTAL		80.80
		135930	5-001-5-07-359	JAIL SUPPLIES		197.85	
116409	AP 10/02/2025	686	KRAEMER AND SONS CONS	STRUCTION	WARRANT TOTAL		197.85
		135890	5-210-5-00-2	EMERGENCY FORCE	SEWER MAIN REP	2,793.00	2,793.00
116410	AP 10/02/2025		L & R REFRIGERATION S				
		135891	5-001-5-31-290	COURTHOUSE REPA	IR REMOVE AND C WARRANT TOTAL	367.00	367.00
116411	AP 10/02/2025	984	CIVIC LEADERSHIP TRAI	NING COUN			
		135936	5-126-5-00-222	CLASS 39 LEADER	SHIP	750.00	
		135937	5-136-5-00-204	CLASS 39 LEADER	SHIP	750.00	
					WARRANT TOTAL		1,500.00
116412	AP 10/02/2025	4755 135895	LEAVENWORTH PAPER AND			100.00	
		135895	5-145-5-00-255	TISSUE	WARRANT TOTAL	100.80	100.80
116413	AP 10/02/2025	2419	MCKESSON MEDICAL SURG	GICAL	Wildely Tollie		100.00
		135928	5-001-5-07-219	MEDICAL SUPPLIE	S INMATES	517.94	
		135928	5-001-5-07-219	MEDICAL SUPPLIE	S INMATES	82.74	
					WARRANT TOTAL		600.68
116414	AP 10/02/2025	835	C&C CONTAINERS, LLC				
		135929	5-001-5-07-219	DRUG TEST KITS	FOR MEDICAL SUP WARRANT TOTAL	1,049.98	1,049.98
116415	AP 10/02/2025	2059	MIDWEST OFFICE TECHNO	DLOGY INC			
		135894	5-145-5-00-208	COLOR COPIER CO		640.02	
116416	AP 10/02/2025	2666	TANKA HAMETNO		WARRANT TOTAL		640.02
110410	AP 10/02/2025	135886	TANYA HAWKINS 5-001-5-07-205	MILEAGE FOR TRA	INING 71 MILES WARRANT TOTAL	49.70	49.70
116417	AP 10/02/2025	196	OLSSON, INC		WARRANT TOTAL		15.70
	,,	135893	5-001-5-06-206	PZ PORTION 9/6		23,324.25	
		135931	5-133-5-00-213	PROFESSIONAL SE	RVICES RENDERED	3,175.25	
					WARRANT TOTAL		26,499.50
116418	AP 10/02/2025	9759	BALL'S FOOD STORES				
		135887	5-001-5-19-205	JURY SUPPLIES	WARRANT TOTAL	34.95	34.95
116419	AP 10/02/2025	482	HANK PRICE				
		135899	5-001-5-31-290	300 WALNUT		100.00	

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT	CHK WARRANT	VEND #/	VENDOR NAME/				
NUMBER	TYPE DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
					WARRANT TOTAL		100.00
116420	AP 10/02/2025	7098	QUILL CORP				
		135926	5-001-5-07-301	OFFICE SUPPLIES		313.90	
					WARRANT TOTAL		313.90
116421	AP 10/02/2025	458	LEAV CO PUBLIC WORKS				
		135897	5-001-5-31-320	PARTS AND REPAI		404.98	
		135896	5-145-5-00-213	FLEET MAINTENAN		1,828.98	
	40/00/005	4.70.50			WARRANT TOTAL		2,233.96
116422	AP 10/02/2025		SECURITY TRANSPORT SE		343 MH	0 104 11	
		135924	5-001-5-07-218	TRANSPORT OF IN		2,184.11	2 104 11
116423	AP 10/02/2025	113	SUMNERONE INC		WARRANT TOTAL		2,184.11
110423	AP 10/02/2025	135918	5-126-5-00-321	CANON COPIER		98.40	
		135932	5-133-5-00-301	CANNON COPIER S	N 211200860	74.73	
		135917	5-136-5-00-223	COPIES	1 201100000	29.26	
		135917	5-136-5-00-243	COPIES		29.25	
					WARRANT TOTAL		231.64
116424	AP 10/02/2025	207	KATHRYN KAY LUNA				
		135911	5-123-5-00-210	ANGER MANAGEMEN	T HUTSON	100.00	
		135908	5-176-5-00-205	VTC MENTOR COOR	DINATOR AUGUST	1,300.00	
					WARRANT TOTAL		1,400.00
116425	AP 10/02/2025	433	TONGANOXIE CITY				
		135898	5-001-5-14-220	725 LAMING RD	02427000000	63.29	
					WARRANT TOTAL		63.29
116426	AP 10/02/2025	890	TREANORHL, INC				
		135901	5-215-5-14-401	CH EXTERIOR RES	TORATION	3,393.75	
					WARRANT TOTAL		3,393.75
116427	AP 10/02/2025	684	VERITIV CORPORATION			4 005 05	
		135925	5-001-5-07-359	PAPERTOWELS AND		1,036.97	
		135925	5-001-5-07-359	PAPERTOWELS AND		139.98	1 176 05
116428	AP 10/02/2025	100			WARRANT TOTAL		1,176.95
110428	AP 10/02/2025	135938	5-001-5-14-221	FEE AND MILEAGE		58.60	
		133930	5-001-5-14-221	TEE AND MIDEAGE	WARRANT TOTAL	50.00	58.60
116429	AP 10/02/2025	100			WARRANT TOTAL		30.00
110125	111 10,02,2020	135939	5-001-5-14-221	FEE AND MILEAGE		95.70	
					WARRANT TOTAL		95.70
116430	AP 10/02/2025	100					
		135940	5-001-5-14-221	FEE AND MILEAGE		58.60	
					WARRANT TOTAL		58.60
116431	AP 10/02/2025	100					
		135941	5-001-5-14-221	FEE AND MILEAGE		77.50	
					WARRANT TOTAL		77.50
116432	AP 10/02/2025	100					
		135942	5-001-5-14-221	FEE AND MILEAGE		72.60	
					WARRANT TOTAL		72.60
116433	AP 10/02/2025		5 004 5 4 :				
		135943	5-001-5-14-221	FEE AND MILEAGE		68.40	
116424	AD 10/00/0005	100			WARRANT TOTAL		68.40
110434	AP 10/02/2025	100					

FMWARREGR2 LEAVENWORTH COUNTY 10/02/25 11:50:32
JSCHERMBEC WARRANT REGISTER Page 14

START DATE: 09/26/2025 END DATE: 10/02/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

WARRANT NUMBER	CHK TYPE	WARRANT <u>DATE</u>	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION		AMOUNT	TOTAL
			135944	5-001-5-14-221	FEE AND MILEAGE	: WARRANT TOTAL	76.80	76.80
116435	AP :	10/02/2025	100			WHICHNI TOTAL		70.00
			135945	5-001-5-14-221	FEE AND MILEAGE	WARRANT TOTAL	50.00	50.00
116436	AP :	10/02/2025	100			WARRANT TOTAL		50.00
			135946	5-001-5-14-221	FEE AND MILEAGE		83.10	
116427	3.0	10/00/0005	100			WARRANT TOTAL		83.10
116437	AP .	10/02/2025	100 135947	5-001-5-14-221	FEE AND MILEAGE		83.10	
						WARRANT TOTAL		83.10
116438	AP :	10/02/2025	100					
			135948	5-001-5-14-221	FEE AND MILEAGE		58.60	
						WARRANT TOTAL		58.60
116439	AP .	10/02/2025	100 135949	5-001-5-14-221	FEE AND MILEAGE		77.50	
			133949	3-001-3-14-221	FEE AND MILEAGE	WARRANT TOTAL	77.30	77.50
						GRAND TOTAL		194,240.67

FMWARREGR2	LEAVENWORTH COUNTY	10/02/25	11:50	:32
JSCHERMBEC	WARRANT REGISTER		Page	15

START DATE: 09/26/2025 END DATE: 10/02/2025

194,240.67

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

001	GENERAL	99,560.55
108	COUNTY HEALTH	470.75
115	EQUIPMENT RESERVE	27,286.20
118	TREASURER TECH FUND	10,000.00
123	JUVENILE CRIME PREVENTION	450.00
126	COMM CORR ADULT	890.40
127	COMM CORR ADULT NON GRANT	3,760.00
133	ROAD & BRIDGE	3,643.53
136	COMM CORR JUVENILE	850.51
145	COUNCIL ON AGING	2,969.80
146	COUNTY TREASURER SPECIAL	95.35
160	SOLID WASTE MANAGEMENT	2,564.76
176	VETERANS TREATMENT COURT (16.753)	3,000.00
210	SEWER DISTRICT 1: HIGH CREST	2,793.00
212	SEWER DISTRICT 2: TIMBERLAKES	1,273.00
215	CAPITAL IMPROVEMENTS	28,718.75
510	PAYROLL CLEARING	5,914.07

TOTAL ALL FUNDS

Leavenworth County Request for Board Action

Date: October 2, 2025								
To: Board of County Commissioners								
From: Bill Noll								
Department Head Approval: B. Noll								
Additional Reviews as needed:								
Budget Review Administrator Review Legal Review								
Action Requested: Approval of Resolution 2025-34, placing a 4-way stop sign at the intersection of 211 th and McIntyre.								
Recommendation: Approve								
Analysis: Olsson Engineering completed a traffic study at the intersection of 211 th and McIntyre and it was their recommendation for four-way control stop signs be placed at the intersection of 211 th Street and McIntyre Road.								
Alternatives: Table, deny								
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: No Funds Needed								
Additional Attachments:								
Resolution 2025-34								

Olsson Traffic Engineering Study



Intersection: 211th Street & McIntyre Road

Site Information

District: N/A	County: Leavenworth	Latitude: 39.21574	Longitude: -95.06842
Google Maps: https://maps.	app.goo.gl/kKvWurNaPvz8BPc	<u>1E6</u>	

Desktop Review by: JSC	Report by: JSC
Site Visit Review by: JSC 9/25/2025	Report checked by: JSS

Approach

This intersection was identified by Leavenworth County for study based on fatal or serious injury crashes that occurred between 2019 and 2023. Information reviewed included crash summaries, redacted crash reports for fatal and serious injury severity levels, and traffic counts. Recommendations were developed based on these reviews and confirmed or modified through a field visit. This report summarizes the existing conditions, crash experience, and safety recommendations.

Existing Conditions

Location & Layout

211th Street (also called Jarbalo Road) runs approximately three miles north/south between 4-H Road and Wood Road. South of the intersection it is a paved 2-lane roadway with a posted speed limit of 50 mph and little-to-no paved shoulder. North of the intersection the roadway transitions to unpaved with no posted speed limit.

McIntyre Road (also called Route 10) runs approximately four miles and is generally oriented east/west between 227th Street and 195th Street. East of the intersection, it is a paved 2-lane roadway with a posted speed limit of 50 mph and little-to-no paved shoulder. West of the intersection, the roadway narrows and speed limit reduces to 35 mph.

Traffic control at the intersection is not standard. It is stop controlled in the southbound and eastbound directions, with no control for the other two directions. The main route runs between south and east legs of the intersection. Due to the atypical sign configuration, there is a potential conflict with the northbound and westbound through movements. See **Figure 1**.

Figure 1: Intersection Configuration





Visibility & Sight Distance

Based on a field review, there are potential sight distance limitations. Both stop controlled approaches meet intersection sight distance as measured from 14.5 feet back from edge of travel way, however the stop signs are located much farther back, approximately 20-30 feet. If a motorist is stopped at the stop sign traveling eastbound, sight distance to the south is blocked by foliage to only 250 feet. Sight distance could not be measured for the northbound and westbound direction in the typical manner due to the large turning radius, however the seasonal vegetation (corn) in the southeast quadrant blocked drivers view from seeing the opposing uncontrolled movement.

Additionally, drivers approaching from the northbound and westbound directions are not subject to 'Stop' conditions, which results in the potential for conflicting through movements if drivers fail to yield right-of-way following standard traffic regulations. Due to limited sight distance between these approaches, motorists have minimal time to respond to oncoming vehicles.

Signage, Pavement Markings & Delineation

Markings indicate install dates of 2022 and 2024 for the stop signs (R1-1). Curve ahead W1-1L(R) and 15 mph advisory speed W13-1 signs are located on northbound and westbound approaches. All other signs at the intersection appear to be in good condition. In general, the existing pavement markings present at the intersection are limited to the east and south legs of the intersection. Pavement markings provided include a double yellow centerline and white edge lines for the northbound and westbound approaches. These markings appear to have been refreshed recently. Additional optional treatments which such as a double yellow centerline continuing through the intersection connecting the south and east legs, and minor-street stop bars are not currently present.

See Figures 2-7 for images taken at the site.

Figure 2: Northbound 211th Street Approaching McIntyre Road Intersection





Figures 3 and 4: Sight Distance for Eastbound McIntyre Road Approaching 211th Street





Figure 5: Intersection Layout









Figure 7: McIntyre Road Westbound Approach





Crash Trends

Two crash reports were provided for review which occurred at or near this intersection between the years 2019-2023, one of which was fatal (20200095220).

The fatal crash occurred on October 30, 2020, at 4:12 PM during dry daylight conditions. A school bus traveling northbound collided with a passenger car traveling westbound.

The second crash was property damage only, involving a very similar scenario with a northbound to westbound angle crash. The report specifically stated that the northbound motorist did not see an approaching vehicle from the east.

Although only two crashes were reported, the crash severity and the redundancy of the crash type indicate a safety issue warranting corrective measures.

All-Way Stop-Control Warrant

An all-way stop-control warrant was conducted at the study intersection to determine if changes to the traffic control assignment could correct the crash pattern. There are five potential categories to investigate within the warrant.

Crash Experience

All-way stop-control may be considered at a four-way intersection with five or more correctable (angle/pedestrian) crashes within a 12-month period or six or more crashes in a 36-month period. This intersection had two correctable crashes that were 32 months apart, therefore the warrant is not met.

Transition to Signal Control

All-way stop-control may be installed in an interim condition prior to installation of a traffic signal. Traffic signal Warrant 1 (8-Hour), Warrant 2 (4-Hour), and Warrant 3 (Peak Hour) were analyzed. The study intersection does not meet warrants for signalization, therefore does not meet warrants for an interim all-way stop.

8-Hour Volumes

Traffic volumes were reviewed to determine if high enough and balanced volumes are causing delay at the intersection which would be cause for all-way stop. Traffic turning movement counts were collected on Tuesday, September 16, 2025, from 6:00 AM to 7:00 PM. Based on a review of traffic counts, all-way stop-control is not warranted from a capacity need.

Sight Distance

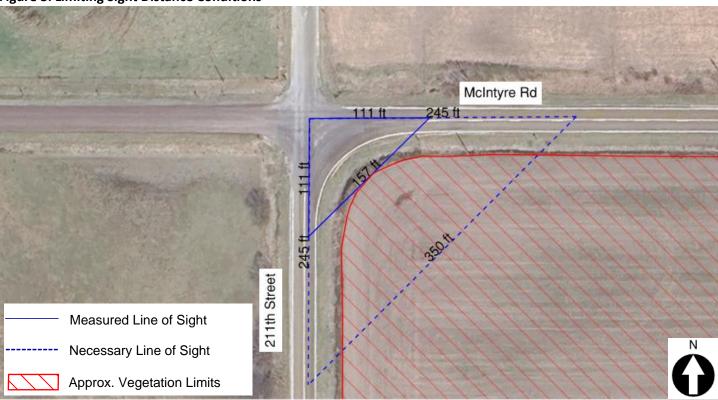
AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book) outlines sight triangles for both controlled and uncontrolled intersection approaches.

Intersection sight distance was measured for both stop controlled movements to determine if adequate space is provided for a vehicle to accelerate either left or right-turns from the minor street. Based on field measurements, required sight distances are met. However, stop signs are located farther than the 14.5 feet measurement distance from the sight distance worksheets, therefore a vehicle stopped at the stop sign might need to pull forward slightly to gain adequate sight distance. See Figures 3 and 4.

Intersection sight distance constraints exist for the northbound and westbound uncontrolled approaches to the intersection as described below. Referencing *Table 9-4* of AASHTO's Green Book, the *Length of Sight Triangle Leg – Case A, No Traffic Control,* at a design speed of 50 mph the stopping sight distance each direction should be greater than 245 feet. As shown in **Figure 8**, the existing stopping sight distance is 111 feet. Therefore, both approaches should <u>not</u> be uncontrolled.



Figure 8: Limiting Sight Distance Conditions

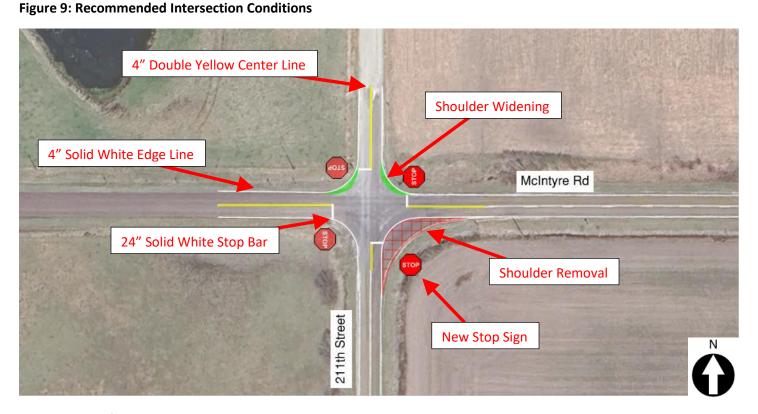


Based on crash trends and severity, and the lack of sight triangles for uncontrolled approaches, a modification to traffic control is recommended. Similar to uncontrolled sight triangles, installation of yield control is not expected to meet sight distance requirements.

It is recommended to install all-way stop-control at the intersection. In order to improve compliance with all-way stop conditions, and allow for stop sign placement to be closer to the desirable locations, it is recommended to remove the existing excess pavement located in the southeast quadrant of the intersection. In alignment with the County criteria for arterial/collector streets, it is recommended that the radii be modified to be 35 feet. This recommendation requires additional pavement in the northeast, northwest, and southwest corners. Pavement markings should be installed for the minor streets including stop bar as well as center line and edge lines extending a minimum of 100' beyond the stop bar. Proposed modifications are shown in **Figure 9**.



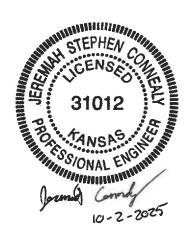




Recommendations

Recommended safety countermeasures are summarized below.

- 1. Remove shoulder pavement in southeast corner to create 35' radius.
- 2. Install new pavement in northeast and northwest to create 35' radius.
- 3. Install stop sign for northbound and eastbound approaches.
- 4. Install 24" solid white stop bars for all approaches.
- 5. Install 4" double yellow center line for all approaches extending at least 100 feet.
- 6. Install 4" solid white edge line for all approaches extending at least 100 feet.
- 7. Install "stop ahead" advanced warning signs for northbound and westbound directions with high visibility flags.
- 8. Trim foliage in southwest quadrant that may obstruct sight distance.





Attachments



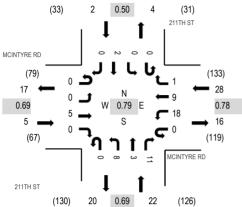
Location: 1 211TH ST & MCINTYRE RD AM

Date: Tuesday, September 16, 2025

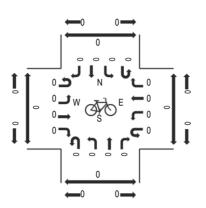
Peak Hour: 04:00 PM - 05:00 PM

Peak 15-Minutes: 04:45 PM - 05:00 PM

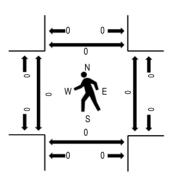




Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

manno ocume	111000	,,,,	u																			
	M		'RE RD)			RE RD			211TF				211TI								
Interval		Eastbo				Westb				Northb				South				Rolling			Crossin	
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru R	ight	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South 1	Vorth
6:00 AM	0	0	1	1	0	1	1	0	0	0	0	0	0	0	1	0	5	22	0	0	0	0
6:15 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	2	25	0	0	0	0
6:30 AM	0	0	0	0	0	2	0	0	0	1	0	1	0	0	0	0	4	28	0	0	0	0
6:45 AM	0	0	2	0	0	2	1	0	0	1	1	4	0	0	0	0	11	32	0	0	0	0
7:00 AM	0	0	1	1	0	2	0	0	0	1	1	1	0	0	1	0	8	27	0	0	0	0
7:15 AM	0	0	1	1	0	0	0	0	0	0	0	3	0	0	0	0	5	25	0	0	0	0
7:30 AM	0	1	2	0	0	1	1	0	0	0	0	3	0	0	0	0	8	25	0	0	0	0
7:45 AM	0	0	2	2	0	0	0	0	0	0	0	2	0	0	0	0	6	25	0	0	0	0
8:00 AM	0	0	0	0	0	1	0	0	0	1	1	1	0	0	2	0	6	22	0	0	0	0
8:15 AM	0	0	0	0	0	1	0	0	0	0	1	3	0	0	0	0	5	19	0	0	0	0
8:30 AM	0	0	1	0	0	1	0	0	0	0	1	5	0	0	0	0	8	16	0	0	0	0
8:45 AM	0	0	0	2	0	0	0	0	0	0	0	1	0	0	0	0	3	12	0	0	0	0
9:00 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	3	15	0	0	0	0
9:15 AM	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2	15	0	0	0	0
9:30 AM	0	0	1	0	0	1	1	0	0	0	0	1	0	0	0	0	4	20	0	0	0	0
9:45 AM	0	0	1	0	0	2	1	0	0	0	0	2	0	0	0	0	6	22	0	0	0	0
10:00 AM	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	3	25	0	0	0	0
10:15 AM	0	1	3	2	0	1	0	0	0	0	0	0	0	0	0	0	7	31	0	0	0	0
10:30 AM	0	0	0	0	0	1	0	0	0	1	0	3	0	0	1	0	6	30	0	0	0	0
10:45 AM	0	2	0	0	0	2	0	0	0	1	0	1	0	0	2	1	9	34	0	0	0	0
11:00 AM	0	0	0	1	0	2	3	0	0	0	0	2	0	0	1	0	9	33	0	0	0	0
11:15 AM	0	0	1	0	0	0	0	0	0	0	1	4	0	0	0	0	6	33	0	0	0	0
11:30 AM	0	0	1	0	0	2	2	0	0	0	2	1	0	0	2	0	10	31	0	0	0	0
11:45 AM	0	0	1	1	0	1	2	0	0	0	0	2	0	0	1	0	8	25	0	0	0	0
12:00 PM	0	1	0	0	0	3	1	0	0	0	1	2	0	0	1	0	9	23	0	0	0	0
12:15 PM	0	0	0	1	0	2	0	0	0	0	0	1	0	0	0	0	4	18	0	0	0	0
12:30 PM	0	0	0	0	0	2	0	0	0	0	1	1	0	0	0	0	4	17	0	0	0	0
12:45 PM	0	0	2	0	0	2	0	0	0	0	0	0	0	0	2	0	6	22	0	0	0	0
1:00 PM	0	0	1	0	0	2	1	0	0	0	0	0	0	0	0	0	4	22	0	0	0	0
1:15 PM	0	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	3	23	0	0	0	0
1:30 PM	0	0	1	1	0	2	1	0	0	0	1	1	0	0	2	0	9	27	0	0	0	0
1:45 PM	0	0	1	1	0	0	2	0	0	0	0	1	0	0	0	1	6	24	0	0	0	0
2:00 PM	0	0	0	0	0	0	2	0	0	0	2	1	0	0	0	0	5	23	0	0	0	0
2:15 PM	0	0	0	0	0	1	1	0	0	4	0	1	0	0	0	0	7	29	0	0	0	0

2:30 PM	0	0	0	1	0	1	2	0	0	0	0	2	0	0	0	0	6	26	0	0	0	0
2:45 PM	0	0	1	0	0	1	0	0	0	1	0	2	0	0	0	0	5	26	0	0	0	0
3:00 PM	0	0	1	2	0	2	1	0	0	1	0	2	0	1	1	0	11	27	0	0	0	0
3:15 PM	0	0	0	0	0	0	2	0	0	1	0	1	0	0	0	0	4	27	0	0	0	0
3:30 PM	0	0	2	0	0	0	1	0	0	1	1	0	0	0	0	1	6	37	0	0	0	0
3:45 PM	0	0	0	0	0	3	1	0	0	0	2	0	0	0	0	0	6	45	0	0	0	0
4:00 PM	0	0	2	0	0	3	0	0	0	3	1	2	0	0	0	0	11	57	0	0	0	0
4:15 PM	0	0	2	0	0	3	3	1	0	1	1	3	0	0	0	0	14	54	0	0	0	0
4:30 PM	0	0	0	0	0	7	3	0	0	2	0	1	0	0	1	0	14	55	0	0	0	0
4:45 PM	0	0	1	0	0	5	3	0	0	2	1	5	0	0	1	0	18	49	0	0	0	0
5:00 PM	0	0	1	0	0	5	1	0	0	0	1	0	0	0	0	0	8	37	0	0	0	0
5:15 PM	0	1	2	2	0	3	4	0	0	1	0	1	0	0	1	0	15	34	0	0	0	0
5:30 PM	0	0	3	0	0	2	1	1	0	0	0	0	0	0	1	0	8	30	0	0	0	0
5:45 PM	0	0	1	0	0	2	0	0	0	0	1	2	0	0	0	0	6	27	0	0	0	0
6:00 PM	0	0	0	0	0	1	1	0	0	0	1	1	0	0	1	0	5	26	0	0	0	0
6:15 PM	0	0	0	1	0	3	3	0	0	1	0	1	0	0	1	1	11		0	0	0	0
6:30 PM	0	0	0	0	0	1	1	0	0	0	0	2	0	0	1	0	5		0	0	0	0
6:45 PM	0	0	0	0	0	1	0	0	0	1	1	1	0	0	1	0	5		0	0	0	0
Count Total	0	6	41	20	0	83	48	2	0	26	23	77	0	1	27	5	359		0	0	0	0
Peak Hour	0	0	5	0	0	18	9	1	0	8	3	11	0	0	2	0	57		0	0	0	0

ARDOT RURAL UNSIGNALIZED INTERSECTION STUDY FIELD REVIEW PROMPT LIST



Intersection ID:____

Date/Time of Review: On -75 - 2025 (Thurs) 7:00 Ph

Review Members: 5SC

<u>ltem</u>	Description	Check / Yes / No	<u>Comments</u>
	Is the intersection layout obvious to all users?	ЮО	NB and NB not contailed (free) SB and GB stop contailed
	Does the intersection appear adequate for all vehicular movements?	res	very few cars
Location & Layout	Do turning radii and tapers appear appropriate?	No	only SE good cald accomidate
	Are driveways located at or near the intersection?	No	
	Are there any unique parking areas at/near the intersection?	No	
Is sight distance adequate for all movements and all users?		Yes	corn in SE, beans in NE (seasonal)
Sight Distance	Are there any roadside objects nearby which may intrude on driver's line of sight?		·
	Are there advance warning signs indicating the intersection?	Tes	NB and LB 15 nph corce sign
	Are signs appropriately located and of appropriate size?	Yes	
	Are there signs missing from key locations?	Tes	noted previous
	Are signs easy to understand?	No	noted precias
Signage	Are traffic signs in their correct locations, and properly positioned with respect to lateral clearance and height?	Yes/	perhaps manted low ditch is to deep
	Detail the type, size, age, and condition of the signs on each approach.		88 20TL (B) 2024

<u>ltem</u>	Description	Check / Yes / No	Comments
	Do existing pavement markings appear faded or in need of re-application?	Yes/No	Phis are fresh for NB/NB, do not ent for SB/EB, no stop bars present
	Are existing pavement markings clear and properly positioned?	Ne	Du le existing controll, double yellor should go though interestion
Pavement Markings & Delineation	Are raised pavement markers present, damaged, or missing?	No	NA
	Is delineation present and correctly placed, clean, and visible?	Ne	WA
	Does there appear to be a need for new or additional delineation?	No	P/A

Sketches or Additional Notes:

Â

General confision et intersection control some motorists approach very slow

STOP

bears)((/

Knop

Stor Stor

2 of 2

Section 2B.13 All-Way Stop Control Warrant A: Crash Experience

Option:

- All-way stop control may be installed at an intersection where an engineering study indicates that:
 - A. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
 - B. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.

Correctable Crashes:

1 10/30/2020 Angle Fatal Dry/Daylight 2 6/1/2023 Angle PDO Dry/Daylight

12-Month Condition

Occurred 1
Warrant 5
Met? No

36-Month Condition

Occurred 2
Warrant 6
Met? No

Section 2B.14 All-Way Stop Control Warrant B: Sight Distance

Option:

All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.

Support

At such a location, a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

Table 9-7. Design Intersection Sight Distance—Case B1, Left Turn from Stop

U.S. Customary									
Design Speed	Stopping Sight	Intersection Sight Distance for Passenger Cars							
(mph)	Distance (ft)	Calculated (ft)	Design (ft)						
15	80	165.4	170						
20	115	220.5	225						
25	155	275.6	280						
30	200	330.8	335						
35	250	385.9	390 445 500						
40	305	441.0							
45	360	496.1							
50	425	551.3	555						
55	495	606.4	610						
60	570	661.5	665						
65	645	716.6	720						
70	730	771.8	775						
75	820	826.9	830						
80	910	882.0	885						

	Metric								
Design Speed	Stopping Sight	Intersection Sight Distance for Passenger Cars							
(km/h)	Distance (m)	Calculated (m)	Design (m)						
20	20	41.7	45						
30	35	62.6	65						
40	50	83.4	85						
50	65	104.3	105						
60	85	125.1	130						
70	105	146.0	150						
80	130	166.8	170						
90	160	187.7	190						
100	185	208.5	210						
110	220	229.4	230						
120	250	250.2	255						
130	285	271.1	275						

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 should be adjusted and the sight distance recalculated.

Sight Distance Measurements (from 14.5 fee

Sigili	Signit Distance Measurements (110111 14.3 feet)									
Approach	Speed	Left	Right	Meets?						
NB	50 mph	+1,000'	+1,000'	Yes						
EB	35 mph	+1,000'	+1,000'	Yes						
SB	35 mph	+1,000'	+1,000'	Yes						
WB	50 mph	+1,000'	+1,000'	Yes						

Sight Distance Measurements (from stop bar)

Approach	Speed	Left	Right	Meets?
NB	50 mph	N/A	N/A	-
EB	35 mph	+1,000'	250'	No
SB	35 mph	+1,000'	+1,000'	Yes
WB	50 mph	N/A	N/A	-

Table 9-9. Design Intersection Sight Distance—Case B2, Right Turn from Stop

	U.S. Customary							
Design Speed (mph)	Stopping Sight Distance	Intersection Sight Distance for Passenger Cars						
	(ft)	Calculated (ft)	Design (ft)					
15	80	143.3	145					
20	115	191.1	195					
25	155	238.9	240					
30	200	286.7	290					
35	250	334.4	335 385					
40	305	382.2						
45	360	430.0	430					
50	425	477.8	480					
55	495	525.5	530					
60	570	573.3	575					
65	645	621.1	625					
70	730	668.9	670					
75	820	716.6	720					
80	910	764.4	765					

Metric								
Design Speed (km/h)	Stopping Sight Distance	Intersection Sight Distance for Passenger Cars						
	(m)	Calculated (m)	Design (m)					
20	20	36.1	40					
30	35	54.2	55					
40	50	72.3	75					
50	65	90.4	95 110 130					
60	85	108.4						
70	105	126.5						
80	130	144.6	145					
90	160	162.6	165					
100	185	180.7	185					
110	220	198.8	200					
120	250	216.8	220					
130	285	234.9	235					

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

Section 2B.15 All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection

Option:

All-way stop control may be installed at locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal (see Chapter 4C) at the intersection or for the installation of yield control at a circular intersection.

DOES NOT MEET SIGNAL WARRANTS

TRAFFIC SIGNAL WARRANT ANALYSIS - VOLUME WARRANTS **EXISTING CONDITIONS**

Major Street: McIntyre Road Minor Street: 221th Street

Time Count Began :

6:00 AM September 16, 2025 Is the intersection in a community with a population less than 10,000 or are speeds greater than 40 mph?

Major Street Adjustment factor for day of week and month of year of count . .

Minor Street

City: Jarbalo, KS County: Leavenworth

Day of Week of Count: Tuesday

	Major S	Street			Minor	Street	
Time	Approach	Volumes			Approac	h Volumes	
Beginning	EAST	WEST	Total	@	NORTH	SOUTH	*
12:00 m	0	0	0		0	0	0
1:00	0	0	0		0	0	0
2:00	0	0	0		0	0	0
3:00 am	0	0	0		0	0	0
4:00	0	0	0		0	0	0
5:00	0	0	0		0	0	0
6:00 am	8	4	12		2	8	8
7:00	4	11	15		1	11	11
8:00	3	3	6		2	14	14
9:00 am	7	3	10		1	4	4
10:00	4	9	13		5	7	7
11:00	12	5	17		4	12	12
12:00 n	10	4	14		3	6	6
1:00	9	5	14		3	5	5
2:00	8	2	10		0	13	13
3:00 pm	10	5	15		3	9	9
4:00	28	5	33		2	22	22
5:00	19	10	29		2	6	6
6:00 pm	11	1	12		5	9	9
7:00	0	0	0		0	0	0
8:00	0	0	0		0	0	0
9:00 pm	0	0	0		0	0	0
10:00	0	0	0		0	0	0
11:00	0	0	0		0	0	0
24HR Total	133	67			33	126	

Note: @ Total of both approaches.

The HIGHEST approach only.

Minimum hourly volumes reduced for population <10,000 or NOTE:

speed >40 mph (70% Factor)

NOTE: No adjust ment made

		1			1 1	Warrant	44				
Warrant #1 -	Condition		Warrant #1 - B	Condition		Combination of Conditions A & B					
Percent of \	Varrant		Percent of	Warrant							
Volumes	Met		Volumes	Met							
Major	Minor		Major	Minor							
0	0		0	0		For this warran	t vehicle				
0	0 0		0 0	0 0		volume require conditions A ar					
0	0		0	0		reduced to 56% Factor					
0	0		0	0							
0	0		0	0							
3	8		2	15		NOTE: Conditi	ons A and				
4	10		3	21		B SHALL BOT	H meet a				
2	13		1	26		minimum of 8 h However, the 8					
3	4		2	8		satisfying cond					
4	7		2	13		NEED NOT be					
5	11		3	23		as the 8 hours condition B.	satisfying				
4	6		3	11		CONDITION B.					
4	5		3	9							
3	12		2	25							
4	9		3	17							
9	21		6	42							
8	6		6	11							
3	9		2	17							
0	0		0	0							
0	0		0	0							
0	0		0	0							
0	0		0	0							
0	0		0	0							
Warranting Vo	lumes		Warranting V	olumes							
350	105		525	53							
Hours Met	0		Hours Met	0		Condition Hours Met	A B 0 0				
Warrant Met	No		Warrant Met	No		Warrant Met	No				
vvarrant ivlet	NO		vvarrant Met	NO		vvarrant ivlet	NO				

	W		2 - Four-H Iar Volum		Warrant #3 Ho		ık
		Warran	t Percer	nt	Warrant	Percent	
			of			of	
	V	/olume	Warrant		Volume	Warrant	
		0	****		0	****	
r		0	****		0	****	
		Ö	****		ő	****	
		0	****		0	****	
		Ō	****		Ö	****	
		0	****		0	****	
d		0	****		0	****	
a		0	****		0	****	
•		0	****		0	****	
		0	****		0	****	
е		0	****		0	****	
g		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
		0	****		0	****	
	\	Varranti	ng Volume	s	Warranting	Volumes	
			TCD Fig. 4		From MUTC		2-4
3							
0	Hou	ırs Met	0		Hours Met	0	
	Wai	rrant Me	t No)	Warrant Met	No	

***** Major Street volume is so low that no Minor Street warrant exists

Section 2B.16 All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) Option:

210 Major Minor 140

Option:

All-way stop control may be installed at an intersection where an engineering study indicates:

A. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and

B. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants may be reduced to 70 percent of the values given in Items A and B in Paragraph 1 of this Section.

Traffic Counts - All Vehicles

		N	ICINTYRE RI	D			N	ICINTYRE RI	D				211TH ST					211TH ST							
			Eastbound					Westbound					Northbound				;	Southbound						Rolling	Hours
Time	U-Turn	Left	Thru	Right	TOTAL	U-Turn	Left	Thru	Right	TOTAL	U-Turn	Left	Thru	Right	TOTAL	U-Turn	Left	Thru	Right	TOTAL	Total I	E/W Hourly N/S H	lourly	Hour	Met?
6:00 AM	0	0	1	1	2	0	1	1	0	2	0	0	0	0	0	0	0	1	0	1	5	12	10	22	0
6:15 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	1	0	1	2	12	13	25	
6:30 AM	0	0	0	0	0	0	2	0	0	2	0	1	0	1	2	0	0	0	0	0	4	13	15	28	
6:45 AM	0	0	2	0	2	0	2	1	0	3	0	1	1	4	6	0	0	0	0	0	11	16	16	32	
7:00 AM	0	0	1	1	2	0	2	0	0	2	0	1	1	1	3	0	0	1	0	1	8	15	12	27	0
7:15 AM	0	0	1	1	2	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	5	12	13	25	
7:30 AM	0	1	2	0	3	0	1	1	0	2	0	0	0	3	3	0	0	0	0	0	8	11	14	25	
7:45 AM	0	0	2	2	4	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	6	8	17	25	
8:00 AM	0	0	0	0		0	1	0	0		0	1	1	1	3	0	0	2	0	2	6	6	16	22	0
8:15 AM	0	0	0	0			1	0			0	0	1	3	4	0	0	0	0	0	5	7	12	19	
8:30 AM	0	0	1			0	1	0	0		0	0	1	5	6	0	0	0	0	0	8	7	9	16	
8:45 AM	0	0	0			0	0	0			0	0	0	1	1		0	0	0	0	3	8	4	12	
9:00 AM	0	0	1	0	1	0	0	1	0		0	0	0	0	0	0	0	1	0	1	3	10	5	15	0
9:15 AM	0	0	0	0			1	0			0	0	0	1	1	0	0	0	0	0	2	9	6	15	
9:30 AM 9:45 AM	0	0	1	0		0	1 2	1	0	2	0	0	0	1 2	1 2	0	0	0	0	0	4	15 13	5 9	20 22	
10:00 AM	0	0	1	0		0	0	0			0	0	0	1	1	0	0	0	1	1	3		12	25	0
10:15 AM	0	1	3	2		0	1	0	0		0	0	0	0	0	0	0	0	0	0	7	13 18	13	31	U
10:30 AM	0	0	0	0		0	1	0			0	1	0	3	4	0	0	1	0	1	6	12	18	30	
10:45 AM	0	2	0	0		0	2	0	0		0	1	0	1	2	0	0	2	1	3	9	16	18	34	
11:00 AM	0	0	0	1	1	0	2	3	0		0	0	0	2	2	0	0	1	0	1	9	17	16	33	0
11:15 AM	0	0	1	0	_	0	0	0			0	0	1	4	5	0	0	0	0	0	6	16	17	33	·
11:30 AM	0	0	1	0		0	2	2	0		0	0	2	1	3	0	0	2	0	2	10	18	13	31	
11:45 AM	0	0	1	1	2	0	1	2	0		0	0	0	2	2	0	0	1	0	1	8	15	10	25	
12:00 PM	0	1	0	0	1	0	3	1	0	4	0	0	1	2	3	0	0	1	0	1	9	14	9	23	0
12:15 PM	0	0	0	1	1	0	2	0	0	2	Ö	Ö	0	1	1	0	0	0	0	0	4	13	5	18	
12:30 PM	0	0	0	0	0	0	2	0	0	2	0	0	1	1	2	0	0	0	0	0	4	11	6	17	
12:45 PM	0	0	2	0	2	0	2	0	0	2	0	0	0	0	0	0	0	2	0	2	6	14	8	22	
1:00 PM	0	0	1	0	1	0	2	1	0	3	0	0	0	0	0	0	0	0	0	0	4	14	8	22	0
1:15 PM	0	0	0	0	0	0	1	0	0	1	0	1	0	1	2	0	0	0	0	0	3	12	11	23	
1:30 PM	0	0	1	1	2	0	2	1	0	3	0	0	1	1	2	0	0	2	0	2	9	13	14	27	
1:45 PM	0	0	1	1	2	0	0	2	0		0	0	0	1	1	0	0	0	1	1	6	12	12	24	
2:00 PM	0	0	0	0		0	0	2	0	2	0	0	2	1	3	0	0	0	0	0	5	10	13	23	0
2:15 PM	0	0	0	0		0	1	1	0		0	4	0	1	5		0	0	0	0	7	14	15	29	
2:30 PM	0	0	0	1	1	0	1	2	0		0	0	0	2	2	0	0	0	0	0	6	14	12	26	
2:45 PM	0	0	1	0		0	1	0			0	1	0	2	3		0	0	0	0	5	13	13	26	
3:00 PM	0	0	1			0	2	1	0		0	1	0	2	3		1	1	0	2	11	15	12	27	0
3:15 PM	0	0	0	0		0	0	2	0		0	1	0	1	2	0	0	0	0	0	4	14	13	27	
3:30 PM	0	0	0	0	_	-	3	1	0		0	1		0	2	0	0	0	1	0	6	21 28	16 17	37 45	
3:45 PM 4:00 PM	0	0	2	0		0	3	1	0	3	0	3	1	2	6	0	0	0	0	0	11	33	24	45 57	0
4:00 PM	0	0	2	0		0	3	3		7	0	1	_	3	5	0	0	0	0	0	14	35	19	54	U
4:30 PM	0	0	0	0		0	7	3			0	2	0	1	3	0	0	1	0	1	14	38	17	55	
4:45 PM	0	0	1			0	5	3	0		0	2		5	8	0	0	1	0	1	18	35	14	49	
5:00 PM	0	0	1	0		0	5	1	0	6	0	0	1	0	1	0	0	0	0	0	8	29	8	37	0
5:15 PM	0	1	2	2		0	3	4	0		0	1	0	1	2	0	0	1	0	1	15	24	10	34	3
5:30 PM	0	0	3	0		0	2	1	1	4	0	0	0	0	0	0	0	1	0	1	8	19	11	30	
5:45 PM	0	0	1	0		0	2	0			0	0	1	2	3	0	0	0	0	0	6	14	13	27	
6:00 PM	0	0	0	0	0	0	1	1	0		0	0	1	1	2	0	0	1	0	1	5	12	14	26	0
6:15 PM	0	0	0	1	1	0	3	3	0	6	0	1	0	1	2	0	0	1	1	2	11	10	11	21	
6:30 PM	0	0	0	0	0	0	1	1	0	2	0	0	0	2	2	0	0	1	0	1	5	3	7	10	
6:45 PM	0	0	0	0	0	0	1	0	0	1	0	1	1	1	3	0	0	1	0	1	5	1	4	5	

Section 2B.17 All-Way Stop Control Warrant E: Other Factors

Option:

- All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such other factors may include, but are not limited to, the following:
 - A. The need to control left-turn conflicts,
 - B. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection, or
 - C. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Condition A

Not Applicable

Condition B

Not Applicable

Condition C

Not Applicable

RESOLUTION 2025 -34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, PUSUANT TO THE PROVISIONS OF K.S.A. 8-2008 AND OF K.S.A. 8-1560, ESTABLISHING THE PLACEMENT OF STOP SIGNS AT THE INTERSECTIONS OF 211TH ST AND MCINTYRE RD, REPEALING ANY PRIOR RESOLUTION GOVERNING SIGNAGE AT THIS LOCATION.

WHEREAS, the Board of County Commissioners has the authority pursuant to the provisions of K.S.A. 8-2008 to effect the placement of regulatory stop signs.

WHEREAS, the placement of stop signs at this location is consistent with the currently adopted version of the MUTCD, and with standard traffic engineering practice.

WHEREAS, upon concurring the Department of Public Works, the board has determined that four-way control stop signs shall be placed at the intersection of 211th Street and McIntyre Road.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The traffic traveling North, South, East, and West must stop traveling.
- 2. That the Leavenworth County Public Works Department is hereby instructed to install and maintain the appropriate regulatory signage indicating that traffic must stop at this location.
- 3. That this resolution shall take effect upon the placement of said signage.
- 4. That any prior resolution establishing traffic control at this location is hereby repealed as it pertains to said road/street.

ADOPTED THIS DAY OF October, 2025	
ATTEST:	BOARD OF COUNTY COMMISSIONERS LEAVENWORTH COUNTY, KANSAS:
FRAN KEPPLER, COUNTY CLERK	MIKE SMITH, CHAIRMAN, 4TH DISTRICT
	JEFF CULBERTSON, 1ST DISTRICT
	VANESSA REID, 2ND DISTRICT
	WILLIE DOVE, 3RD DISTRICT
	MIKE STIEBEN, 5TH DISTRICT

Leavenworth County Request for Board Action

To: Board of County Commissioners

CC: Mark Loughry, Misty Brown

From: Jon Khalil, Deputy County Counselor

RE: Proposed Monroe Manor RHID Project

Date: 10/2/2025

Recommendation: Take whatever action as the Commission deems necessary.

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

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

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

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

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

Analysis:

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

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

- notify the City not less than 30 days prior to the effective date of any sale or transfer.
- The Developer agrees to indemnify and hold the City harmless from actions arising out of the implementation of this project or the negligence or willful misconduct of the Developer.
- The agreement also sets forth the City's rights and remedies in the event of a Developer Default Event, including the right to terminate the agreement and the right to terminate the Developer's right to reimbursement from RHID Incremental tax revenues.
- As of October 2, 2025, Circle H LLC. is paid in full on ad valorem property taxes according to the Leavenworth County Treasurers Office.
- The RHID boundaries and development plan are contiguous.
- The time period on this proposed RHID is 8 years or until full reimbursement is made whichever occurs first with an 80%-20% split. This RHID does not have a presumed adverse effect under the adopted county policy because the term of the RHID is less than 15 years
- The maximum reimbursement to the developer under this proposed RHID is \$3,026,943. The project is also set to be completed by December 31, 2029 at the latest.
- Sufficient data was provided to county staff to adequately review the proposal and was provided in a timely manner.

Economic Analysis, Evaluation Criteria and Risk Assessment:

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

- There are currently active developments occurring in various parts of the county that have not received public funding, and there has been an average of 217 single family homes built in Leavenworth County in the last four years. An additional 92 homes are being built in 2025 through the month of June.
- However, there is less development in the City of Lansing when compared to other parts of Leavenworth County.

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

- The proposed RHID does not broaden and diversify the tax base as the majority of the Leavenworth County tax base is residential
- The proposed RHID does not retain or create quality jobs, but there is the potential for the creation of temporary jobs during the construction of the housing that would cease after the project is complete.
- The proposed RHID does not increase regional cooperation for development, and granting this RHID when the other parts of the county have developed without incentives could stifle development in other parts of the county without incentives.

Additional Considerations:

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

• The proposed development has recently been rezoned to R-2 Single Unit Residential District zoning which is zoning intended to provide for single-unit residential building at a higher density

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

• The proposed development is within the City of Lansing and not subject to the Leavenworth County Comprehensive Plan.

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

ltem	Project Budget	Project Budget RHID Eligible				
Land Acquisition	\$745,000	\$745,000	\$0			
Infrastructure Improvements - Hard Costs	\$8,484,238	\$8,484,238	\$2,352,630			
Excavation/Embankment/Clearing	\$2,255,375	\$2,255,375	\$625,403			
Internal Sanitary Sewer	\$1,982,805	\$1,982,805	\$549,820			
Water Main & Service	\$1,090,730	\$1,090,730 \$1,090,730				
Street & Storm Sewer	\$3,155,328	\$3,155,328	\$874,954			
Contingency - Hard Costs	\$848,424	\$848,424	\$235,263			
Soft Costs - Engineering/Inspections/Permits/Etc.	\$1,583,333	\$1,583,333	\$439,049			
TOTAL	\$11,660,995	\$11,660,995	\$3,026,943			
	% RHID Eligib	26%				

^{*}Circle H to fund 74% of total cost of Monroe Manor project

Developer Qualifications and Experience:

• The developer formed Circle H Land Development, in 2022 to do horizontal development projects in the Kansas City Area. Circle H's principals have over two decades of executive experience

Total Cost of the Project:

• \$11,660,99

Total Number of Units Developed

• 194 single family homes

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

• According to the Market Value increase the projected appraisal value of each of the homes in this proposed RHID is \$310,000

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

- The proposed RHID does not redevelop an existing neighborhood but it is located in the urban core of Lansing with surrounding neighborhoods and existing trailways
- The project does not address existing urban decay, the project is on a plot of undeveloped land within the City of Lansing.
- There is no indication that this proposed development would have an effect on crime rates in the area or that would encourage other development within existing cities within Leavenworth County.

Legal Considerations

Legal authority for potential action is contained within K.S.A. 12-5246. Leavenworth County may, within 30 days following the conclusion of a hearing held by a city to create an RHID, nullify the creation of the RHID if the BOCC determines that the RHID will have an adverse effect on the County and adopts a resolution to that effect. The City of Lansing conducted its hearing on the Monroe Manor RHID on September 18, 2025.



COUNTY OF LEAVENWORTH

County Administrator 300 Walnut, Suite 225 Leavenworth, Kansas 66048-2815 (913) 684-0417 Facsimile (913) 684-0410

email: mloughry@leavenworthcounty.gov

Commissioners, I am very supportive of incentives that are considered "pay as you go" like the RHID program. These types of incentives require performance before they are earned. This is a much better model than receiving tax abatements or payments for the promise of performance.

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

I have reviewed the Monroe Manor RHID proposal and find that it is unique to the previous applications we have reviewed. Monroe Manor is asking only for public improvements that would qualify for a "Benefit District" if the developer and City chose to go that way. The challenge with benefit districts is that the new homeowners in effect pay a higher tax to pay for public improvements. Since these districts are typically funded partially by city debt issuance it places all city taxpayers at risk if the development should fail. This happened throughout the county after 2007. This proposed RHID shifts 100% of this responsibility to the developer.

The property in question has existing neighborhoods surrounding it with multiple streets that dead end at this property's boundaries. Some of these platted subdivisions have existed since the late 60's and the most recent one was close to 20 years ago. It is clear development was anticipated in this area but has not occurred. I believe this is an indicator that development will not occur organically in this area without some incentive.

I have reviewed the benefit and impact calculations provided and find that they are as accurate as possible using their assumptions. Utilizing those assumptions and the County's impact calculation I find that this development will not have a net negative impact on the County over the 15-year period the County Policy allows for RHID's. The table below demonstrates that there are two years with a net negative cumulative impact but within 3 years the impact on the County swings significantly to the positive. By the end of the 15th year the positive net impact is \$1,871,000.

Year	Households	Population	Total County Cost Per Capita (\$340.26)	RHID Revenue to the County with MV Tax	Projected Increased County Sales Tax	Net Direct Cumulative Impact on the County
2025	0	0	\$0	\$0	\$0	\$0
2026	16	40	\$20,880	\$3,717	\$6,643	(\$10,521)

2027	56	84	\$14,291	\$15,661	\$7,140	(\$2,010)
2028	96	144	\$48,998	\$28,137	\$24,480	\$1,609
2029	136	204	\$69,414	\$41,389	\$34,680	\$8,265
2030	176	264	\$89,829	\$55,466	\$44,880	\$18,782
2031	194	291	\$99,016	\$58,647	\$49,470	\$27,882
2032	194	291	\$99,016	\$243,337	\$49,470	\$221,672
2033	194	291	\$99,016	\$252,949	\$49,470	\$425,075
2034	194	291	\$99,016	\$262,965	\$49,470	\$638,493
2035	194	291	\$99,016	\$273,402	\$49,470	\$862,348
2036	194	291	\$99,016	\$284,277	\$49,470	\$1,097,079
2037	194	291	\$99,016	\$295,609	\$49,470	\$1,343,141
2038	194	291	\$99,016	\$307,417	\$49,470	\$1,601,012
2039	194	291	\$99,016	\$319,720	\$49,470	\$1,871,185

I utilized the same assumptions for cost of services and impact on county revenue as I did with the previous RHID reviews. For my impact calculation I included only EMS, Sheriff, County Attorney, Courts, Appraiser, Roads, Health and the Council on Aging. I did not apply any kind of increase in cost of services over the 15-year period. I only utilized the portion of expenditures funded with property tax. Once the full incentive ends in 2031 the estimated property tax collections for the county will be approximately \$260,000.00 annually while the annual sales tax impact will be approximately \$50,000.00.

There is the potential that this development may create pressure on other new home sales in the area. Adding approximately 40 homes per year to the current market could impact the ability to sell other new homes not in the RHID. However, I do not believe the proposed incentive will lower the price of the homes being sold in the district as the incentive is only for public improvements. Therefore, I believe any pressure will be market based and will not create an unfair advantage.

Per Kansas Statute 12-5246 the Board of County Commissioners may determine via resolution that the proposed district will have an adverse effect on the County. If the Commission makes this finding within the allotted time, it will nullify the City's RHID. There are factors other than financial that may create an adverse impact on the County but financially speaking I do not believe there will be an adverse impact.

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



DAVID E. WATERS
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VIA EMAIL TO MLOUGHRY@LEAVENWORTHCOUNTY.GOV

September 9, 2025

Board of County Commissioners of Leavenworth County, Kansas c/o Mr. Mark Loughry, County Administrator Leavenworth County, Kansas 300 Walnut Street Leavenworth, Kansas 66048

Re: Circle H Land Development; Monroe Manor Reinvestment Housing Incentive District (RHID)

Dear Commission Members:

I and this law firm represent Circle H Land Development, LLC ("<u>Circle H</u>"), developer of the proposed Monroe Manor subdivision in the City of Lansing, Kansas. As you may also know, I was born and raised in the City of Leavenworth (having graduated from Immaculata High School), my parents still live in Leavenworth County (half of my family is buried in Mount Calvary Cemetery, nearly across the street from the Monroe Manor project), and I am currently the City Attorney for the City of Leavenworth. The success of Leavenworth County is of primary importance to me.

We look forward to speaking with you this week at your regular meeting to provide an update on this project, but before that, we wanted to take the opportunity to share with you how we feel this particular RHID project is different from others you have considered and how we believe it complies with the County's 2025 RHID Policy.

There is a need for housing in Lansing and Leavenworth County, Kansas.

In 2023, the City of Lansing undertook a major Housing Study which showed that much of Leavenworth County, and Lansing in particular, currently suffer from a lack of housing development, despite great needs. This lack of growth has long-term economic effects on the City and the School District:

Figure 2.16 below indicates that actual construction in Lansing in recent years has underachieved, at certainly taken place at a reduced rate from previous periods. During the past six years, the city has produced 73 units, or an average of about 12 units per year. RDG uses a basic test that a city growing at an annual rate of 1%, characteristic of mature cities experiencing steady but not explosive growth, will produce about 50 new units annually per 10,000 people. By this measure. new construction in Lansing has surely lagged, and that lag is borne out by the city's relative lack of growth.

SCHOOL ENROLLMENT

Lansing's school system has been an attraction, but school enrollment has been flat for the past few years. Facilities can handle 25% growth. Projected need for a new middle school has not emerged. More student enrollment would support expanded educational programs.

Recognizing these issues both in Leavenworth County and throughout the State, in 2023 the Kansas Legislature enacted Senate Bill 17 (the Reinvestment Housing Incentive District or RHID Act), now codified at K.S.A. 12-5241 *et seq*. The express purpose of the RHID Act is "to encourage the development and renovation of housing in cities and counties of Kansas by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing in areas of Kansas that experience a shortage of housing."

The RHID Act was passed in a completely bipartisan manner, and that was reflected in Leavenworth County's own legislative delegation, with Senator Pittman (D), Senator Holland (D), Representative Buehler (R), Representative Proctor (R), and Representative Neely (R) all voting in support and encouraging the use of this tool by cities and counties to improve their communities.

Monroe Manor Meets the Needs Identified by the City of Lansing in its 2023 Housing Study.

Monroe Manor is intended to meet the significant need in the City of Lansing for "Middle Market" housing. Monroe Manor will be a 194-lot single-family residential development, priced to meet the needs highlighted in the Lansing Housing Study for "conventional and small-lot single family homes." For these types of projects, the City Housing Study specifically noted the following:

INFILL DEVELOPMENT

Lansing has an untapped market for moderately priced (\$300,000 range) single-family development on infill lots.

 RHIDs could be an effective tool for funding infrastructure.

3. This category will typically involve medium density solutions or some form of assistance with development costs, such as RHIDs. These infrastructure, tax increment, or tax abatement programs may also be used as incentives or risk abatement measures for higher cost units.

The City of Lansing has worked hard to identify its issues and develop plans for growth and development in a responsible manner, and Circle H has worked very well with the City and its staff in platting and finalizing site plans for the Monroe Manor project, all with an eye on helping the City, the County, and the School District achieve their housing goals.

Monroe Manor Complies with the County's 2025 RHID Policy.

In 2025, the County approved a new and well-reasoned RHID Policy, providing instructions to RHID applicants of the County's expectations for RHID projects. Circle H has worked with County staff to ensure that the Monroe Manor project complies with this Policy, and these efforts are reflected in the following Policy excerpts:

"Leavenworth County is predisposed to support development within existing cities in Leavenworth County over suburban sprawl."

Monroe Manor is within the existing city limits of Lansing and, in fact, nearly borders the line between Lansing and Leavenworth, being located just south of Eisenhower Road. Monroe Manor is not in the far-flung reaches of Leavenworth County. Rather, it is an "infill" development and, according to County GIS information, it appears the neighboring subdivisions were platted and developed between 1965 and 2004. Therefore, for over 20 years, this area has seen a lack of progressive new development and is the type of area which is supported for RHID by County Policy.

- "Leavenworth County will favor RHIDs with predetermined and agreed upon limitations on either the term of the RHID, or the total monetary incentive distributed to, and expended from the RHID fund."
- "Although statutorily authorized for up to 25 years, the term of the RHID shall be kept to a minimum. ... Any term more than fifteen (15) years shall have a presumptive adverse effect."

This is perhaps the area in which Monroe Manor stands apart. Unlike a previous single-family RHID project recently considered by the County, the Monroe Manor RHID will not have a term of twenty (20) years but is instead scheduled to be for only six (6) years. Moreover, as opposed to a previous request for about \$20 million in RHID incentives, the Monroe Manor RHID reimbursement will be capped by the City of Lansing at just over \$3 million (under one-sixth of the other project's amount). These provisions will be memorialized in a development agreement between Circle H and the City of Lansing.

"Communication with Leavenworth County as early as possible in the process of considering utilizing the RHID incentive is preferred versus waiting to engage the County until the statutorily required notification."

The City of Lansing is scheduled to consider the Monroe Manor RHID on September 18, 2025. However, Circle H contacted County staff well in advance of this date, on July 31, 2025. We then met with County staff in person on August 8, 2025. Between August 8 and our scheduled meeting with the County Commission on September 10, we have been in regular communication with County officials providing updated presentation materials, budgets, and other requested information. Circle H has been updating the County continuously and well-ahead of the statutory requirements, and we have greatly appreciated the County's assistance in preparing this proposal for the Commission's consideration.

 "The County favors using RHID incremental taxes to reimburse the developer for up front infrastructure expenditures versus utilizing RHID to supplant special assessments as a way to pay for special revenue bond financing."

Monroe Manor RHID revenues will <u>not</u> be used for land acquisition costs, special assessments, or vertical construction of any kind. Rather, the RHID will only be used for infrastructure improvements that will become assets of the City of Lansing, such as sewers, roads, water mains, sidewalks, streetlights, and the like, plus applicable engineering and design costs for those improvements.

"Additional considerations include, but are not limited to: ... How much private equity is being invested relative to the public funding support."

Circle H has already invested approximately \$745,000 in acquiring the land, the costs of which will not be included as an RHID-reimbursable expenses. Circle H has also spent significant amounts of money in platting the property. Home construction costs will also not be included. For a total project budget of nearly \$12 million, the RHID would account for just a little over \$3 million, reflecting a ratio of approximately

75% private equity and only 25% public funding (which public funding, again, would only go to public improvements).

No adverse effects on the County.

Circle H certainly appreciates that the County has concerns over the impact that RHIDs might have on County revenues and the services that the County may still need to provide. The County must be able to operate, and operate within its means, to provide County services.

Of course, cities and counties are not the same as private businesses in that cities and counties provide services to residents, and their "costs" are actually "investments" in their residents, in their infrastructure, and in their communities. The County makes these investments to both maintain and improve quality of life within the County and to protect the public health, safety, and welfare. This includes attracting new residents that will help fill its schools, shop at local businesses, improve their properties, fill and create jobs, and otherwise advance the economic development goals of the County and its cities. The RHID Act recognizes that supporting housing supports so many other pillars of a community.

In the case of Monroe Manor, approval of the RHID will generate long-term tax revenues to all taxing jurisdictions, after just six (6) short RHID years. We have provided information to the County reflecting that Monroe Manor will generate approximately \$1 million per year in new tax revenues upon full completion and more than \$60 million in newly-created market value. Just through years 7-20 (the typical term of an RHID, but not needed or requested by Monroe Manor), the cumulative net positive impact for the County will be nearly \$2.1 million.

Conclusion.

For all the foregoing reasons, we and Circle H believe that the Monroe Manor RHID project is worthy of the County's approval. We look forward to answering any questions the Commission may have, and we thank you in advance for your consideration of this project.

Very truly yours,

SPENCER FANE LLP

By: David E. Waters

cc: Roman Haehn (Circle H) (via email)

Dagan Haehn (Circle H) (via email)

Misty Brown (County Counselor) (via email)

ORDINANCE NO. 1141

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

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

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

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

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

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

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

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

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated August 12, 2024, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

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

WHEREAS, the Plan includes:

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

WHEREAS, the Governing Body of the City has adopted Resolution No. B-7-2025, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for September 18, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on September 18, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

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

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

- **Section 1**. **Findings**. The Governing Body hereby finds that notice of the public hearing conducted September 18, 2025, was duly made in accordance with the provisions of the Act.
- Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the real property legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*.

The District's boundaries do not contain any property not referenced in Resolution No. B-7-2025, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

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

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

- **Section 4.** Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on September 18, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:
- (a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or
- (b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

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

- **Section 5. Further Action**. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.
- **Section 6. Effective Date**. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Lansing, Kansas, and SIGNED by the Mayor on September 18, 2025.

September 18, 2025 C

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT

Tract 1:

110

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas

EXCEPT: A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

ALSO EXCEPT: A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11'24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas, less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Tract 2:

All the part of the East 1/2 of the Southwest 1/4 of Section 13, Township 9, Range 22 that lies South of Fairway Estates, 4th Plat, in Lansing, Leavenworth County, Kansas, subject to that part of any, in streets, roadways, highways or other public rights-of-ways.

Tract 3:

A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

AND

A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth

County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11 '24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Together with public rights-of-way adjacent thereto

EXHIBIT B

MAP OF PROPOSED MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT



DEVELOPMENT AGREEMENT (MONROE MANOR RHID PROJECT)

between

CITY OF LANSING, KANSAS

and

CIRCLE H LAND DEVELOPMENT, LLC

DATED AS OF SEPTEMBER 18, 2025

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DEVELOPMENT AGREEMENT

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

RECITALS

WHEREAS, on September 18, 2025, the City passed Ordinance No. [___] creating a Reinvestment Housing Incentive District (the "District") and approving a Development Plan (the "Development Plan") pursuant to K.S.A. 12-5241 et seq. (the "RHID Act"); and

WHEREAS, the District consists of approximately 45 acres generally located east of North De Soto Road, south of Kane Drive, and north of Holiday Drive in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

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

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

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

- **Section 1.01.** Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.
 - A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

- F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.
- G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Council which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.
- **Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:
- "Affiliate" means a principal of the Developer or an entity of which at least fifty (50) percent is owned or controlled by one or more principals of the Developer.
 - "Agreement" means this Development Agreement, as amended from time to time.
- "Certificate of Eligible Project Costs" means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.
- "Certificate of Full Completion" means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as <u>Exhibit C</u>.
 - "City" means the City of Lansing, Kansas.
 - "City Event of Default" means any event or occurrence defined in Section 8.02 of this Agreement.
- "City Representative" means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.
 - "Completion Date" has the meaning set forth in Section 3.03 of this Agreement.
- "Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.
 - "County" means Leavenworth County, Kansas.
- "Developer" means Circle H Land Development, LLC, a Nevada limited liability company, and any successors and assigns approved pursuant to this Agreement.
- "Developer Event of Default" means any event or occurrence defined in <u>Section 8.01</u> of this Agreement.
- "**Development Plan**" means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [____].
- "District" means the Monroe Manor Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. [____], pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

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

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

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

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

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

"Infrastructure Improvements" means the site preparation, construction of interior streets, street grading, paving, curbing, guttering, and surfacing, storm sewer, sanitary sewer (including installation of a lift station(s), if necessary), asphalt pavement, concrete curbs, concrete sidewalks, signage, erosion control for streets, electric improvements, streetlights, and related expenses necessary to support the Project including engineering costs, permitting or zoning costs, and any costs of right-of-way and appurtenances related thereto.

"Pay As You Go" has the meaning set forth in Section 4.02.

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

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

"Project" means the construction of the Infrastructure Improvements and related costs for the development of real property into a single-family residential development containing approximately 194 single family homes, all as generally depicted in the <u>Exhibit E</u> hereto; provided, that the term "Project" shall not include the construction of such single-family homes themselves.

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

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

"RHID Costs Cap" means \$3,026,943.

"RHID Increment Fund" means the Monroe Manor RHID Increment Fund, created pursuant to the RHID Act and <u>Section 4.03</u> hereof.

"RHID Incremental Tax Revenues" means one hundred percent (100%) of the ad valorem taxes that may be captured under the RHID Act, such amounts paid from the Leavenworth County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

"RHID Policy" means the City's Reinvestment Housing Incentive District Policy.

"RHID Term" means, unless otherwise terminated in accordance with the terms of this Agreement, the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) eight (8) years from such date, or (ii) payment to Developer of all Eligible Project Costs up to the RHID Costs Cap.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer.

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

- A. *Corporate Organization*. Developer is duly organized and existing under the laws of the State of Nevada. Throughout the term of this Agreement, Developer agrees to remain in good standing and authorized to do business in the State of Kansas.
- B. **Due Authority**. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.
- C. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- D. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions

described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

- E. No Material Change. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.
- F. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.
- G. **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.
- H. Approvals. Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.
- I. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.
- J. Compliance with Laws. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.
- K. *Other Disclosures*. The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.
- L. **Project**. The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

- Section 2.02. <u>Conditions to the Effectiveness of this Agreement</u>. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:
- A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Nevada; and
- B. A certified copy of the bylaws, operating agreement, or partnership agreement, as applicable, of the Developer; and
- C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and
- D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.
- **Section 2.03.** <u>Final Approval Required.</u> This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

ARTICLE III THE PROJECT; CONSTRUCTION

- Section 3.01. <u>Project Budget</u>. Developer will construct the Project substantially in accordance with the Project Budget attached as <u>Exhibit D</u> hereto. The parties acknowledge that the Developer is a "horizontal developer" and will be acquiring land and constructing the Project in anticipation of selling pad-ready lots to a subsequent developer that will construct the vertical, private improvements thereon.
- Section 3.02. <u>Project Improvements</u>. The Developer will complete or cause to be completed the Project in accordance with the Site Plan(s), the RHID Policy, and other Governmental Approvals and, as applicable, shall dedicate the Infrastructure Improvements to the City in the City's ordinary course upon completion of the same. Developer will be responsible for securing any rights-of-way or easements from private parties necessary to construct the Project.
- Section 3.03. Project Schedule. Developer will construct (or cause to be constructed) the Project to completion no later than December 31, 2029 (the "Completion Date"). The completion of the Project will be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with Section 3.06 of this Agreement. Subject to Excusable Delays, once the Developer has commenced construction of the Project, Developer will not permit cessation of work on the Project for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. Project Design; Governmental Approvals.

- A. The District will be developed, and the Project constructed, in accordance with the Development Plan, the RHID Policy, this Agreement, and the Plans submitted by the Developer and approved by the City. Any "substantial changes" must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.
- B. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and

platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

- C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.
- D. The Developer will (1) supply the City with construction documents and a storm water pollution prevention plan; (2) provide for construction observation, inspection; (3) participate in the final inspection; (4) provide material submittals and as-built plans to the City; and (5) provide for a two-year warranty for any public improvements constructed as part of the Project.
- E. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.
- Section 3.05. Rights of Access. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will ensure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

- A. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed the Project in a manner consistent with the Development Plan and this Agreement.
- B. The City will, within 30 days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected said Certificate of Full Completion in writing within 45 days following receipt, the Certificate of Full Completion will be deemed approved.

ARTICLE IV REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

- Section 4.01. <u>Eligible Project Costs</u>, <u>Generally</u>. In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs in a total amount not to exceed the RHID Costs Cap. The City will only be obligated to reimburse Developer from available RHID Incremental Tax Revenues and will have no obligation to reimburse Developer from any other source of funds.
- Section 4.02. <u>Developer to Advance Costs; No Bonds Will Be Issued</u>. The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project, and the Developer is prohibited from seeking a third-party issuer of bonds to be secured by the RHID Incremental Tax Revenues or any other City source of funds. Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax Revenues as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

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

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

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

- C. **Conditions Precedent to Reimbursement.** Prior to the City disbursing any funds to Developer from the RHID increment Fund, Developer must:
 - 1. Be in compliance with the terms of this Agreement.
 - 2. Have no unpaid taxes (including any member of manager of Developer) then due to the State or any taxing jurisdiction.
 - 3. Have received a Certificate of Full Completion executed by the City no later than

the Completion Date.

Section 4.04. Reimbursement Requests.

- A. Form for Requests. All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.
- B. Reimbursement Requests. Developer may submit Certificates of Eligible Project Costs no more frequently than twice in any calendar year, and no Certificates of Eligible Project Costs may be submitted after the Completion Date.
- C. Actual Costs Incurred. The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.
- D. **Evidence of Eligible Project Costs.** The Developer will provide itemized invoices, receipts, proof of payment, or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will be provided in Excel spreadsheet format and show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.
- E. *City Inspection.* The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.
- F. City Review of Eligible Project Costs. The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Increment Fund in accordance with the terms of this Agreement. If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.
- Section 4.05. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 4.06. <u>City Administrative Fee</u>. Intentionally deleted.

ARTICLE V USE OF THE DISTRICT

- Section 5.01. <u>Land Use Restrictions</u>. At all times while this Agreement is in effect, the Developer agrees that the Property will be utilized for residential purposes only, in general conformance with the approved Development Plan, and all other types of land uses are prohibited in the Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land; provided, Developer may sell land to a subsequent developer for the purpose of constructing single-family homes as anticipated by the Development Plan.
- Section 5.02. Ongoing Performance Standards. The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense and to the extent it owns the Project or applicable portion thereof, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project.

Section 5.03. Taxes, Assessments, Encumbrances and Liens.

- A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property owned by Developer within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the District.
- B. Subject to <u>Section 5.04</u>, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 5.04. Financing During Construction; Rights of Holders.

- A. No Encumbrances Except Mortgages during Construction. Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.
- B. Holder Not Obligated to Construct Improvements. The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any

improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

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

ARTICLE VI ASSIGNMENT; TRANSFER

Section 6.01. Transfer of Obligations.

- The rights, duties and obligations hereunder of the Developer may not be assigned, in A. whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. Notwithstanding anything herein to the contrary, the Developer may (i) assign this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement, and (ii) upon prior written notice to the City (and without the need for the City's approval) collaterally assign all or a portion of Developer's rights hereunder to a lender for financing purposes.
- B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no owner of any single family residence or tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of

being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Incremental Tax Revenues as set forth herein.

- C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.
- **Section 6.02.** Corporate Reorganization. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

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

- A. The Developer will be authorized to transfer any property interest within the boundaries of the District in accordance with the requirements of this **Section 6.03**.
- B. Developer may sell real estate in the District in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. Developer will notify the City in writing of such transfer not less than 30 days prior to the proposed effective date of any proposed sale or other transfer of any or all of the real property in the District or any interest therein. Such notice shall include (i) a copy of the instrument effecting such sale or other disposition, and (ii) if the transfer includes a transfer of construction or development obligations of this Agreement thereby making the transfer subject to the approval stated in **Section 6.01A**, such notice must include evidence sufficient to the City that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer in accordance with **Section 6.01**.
- C. The restrictions in this Section will not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the District or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

ARTICLE VII GENERAL COVENANTS

Section 7.01. <u>Indemnification of City</u>.

- A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:
 - 1. The Developer's actions and undertaking in implementation of the Project or this Agreement; and
 - 2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.

3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

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

- B. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.
- C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.
- Section 7.02. <u>Insurance</u>. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this <u>Section 7.02</u>.

Section 7.03. Obligation to Restore.

- A. **Restoration of Project by Developer.** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.
- B. *Enforcement*. The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.
- Section 7.04. Non-liability of Officials, Employees and Agents of the City. No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution

or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.05. <u>City Expenses</u>. The Developer shall be responsible for the payment of all reasonable non-City employee legal, financial and planning consultants for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the City to review, evaluate, process, consider, amend, or administer this Agreement (the "City Expenses"), which shall be reimbursable expenses of the Developer incurred in connection with the Project, in accordance with this Agreement. The Developer shall pay all City Expenses within ten (10) days after presentation of an invoice from the City.

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

ARTICLE VIII DEFAULTS AND REMEDIES

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

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

Section 8.03. Remedies Upon a Developer Event of Default.

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

- 1. The City will have the right to terminate this Agreement or terminate Developer's rights under this Agreement, including the right to reimbursement from RHID Incremental Tax Revenues.
- 2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.
- B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.
- C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.
- D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.
- E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. Remedies Upon a City Event of Default.

- A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:
 - 1. The Developer will have the right to terminate the Developer's obligations under this Agreement.
 - 2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting front such City Event of Default.
- B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

- C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.
- D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.
- Section 8.05. <u>Excusable Delays</u>. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.
- Section 8.06. <u>Legal Actions</u>. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Leavenworth County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE IX GENERAL AND SPECIAL PROVISIONS

- **Section 9.01.** <u>Mutual Assistance</u>. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.
- **Section 9.02.** Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.
- Section 9.03. <u>Time of Essence</u>. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- **Section 9.04.** Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.
- Section 9.05. Agreement Controls. The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except as otherwise expressly

provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Conflicts of Interest.

- A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.
- B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.
- **Section 9.07.** <u>Term.</u> Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.
- Section 9.08. <u>Validity and Severability</u>. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.
- Section 9.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.
- Section 9.10. <u>Tax Implications</u>. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.
- Section 9.11. <u>Authorized Parties</u>. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any

officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

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

To the City: To the Developer:

City Administrator Circle H Land Development, LLC

City of Lansing, Kansas Attn: Roman Haehn 800 First Terrace, 5858 Naples Drive

Lansing, Kansas 66043 Flower Mound, TX 75028-2304

With a copy to: With a copy to:

Kevin Wempe Spencer Fane LLP Gilmore & Bell, P.C. Attn: David Waters

2405 Grand Blvd., Suite 1100 6201 College Blvd., Suite 500 Kansas City, Missouri 64108 Overland Park, Kansas 66211

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

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

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

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

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

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

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

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

S AGR
OF CALLED (SEAL) SING

ATTEST:

Tish Sims, City Clerk

CITY OF LANSING, KANSAS

Anthony R. McNeill, Mayor

CIRCLE H LAND DEVELOPMENT, LLC

By:

Name: Roman L. Haehn

Title:

Owner & Managing Partner

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF DISTRICT

Legal Description of District:

Tract 1:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas

EXCEPT: A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

ALSO EXCEPT: A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11'24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Tract 2:

All the part of the East 1/2 of the Southwest 1/4 of Section 13, Township 9, Range 22 that lies South of Fairway Estates, 4th Plat, in Lansing, Leavenworth County, Kansas, subject to that part of any, in streets, roadways, highways or other public rights-of-ways.

Tract 3:

A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

AND

A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest

Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11 '24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Together with public rights-of-way adjacent thereto

Map of District:



With a copy to:

Spencer Fane LLP Attn: David Waters 6201 College Boulevard, Suite 500 Overland Park, Kansas dwaters@spencerfane.com

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. <u>Counterparts.</u> This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LANSING, KANSAS

By: Tim Vandall
Title: City Administrator

CIRCLE H LAND DEVELOPMENT, LLC

a Nevada limited liability company

Rv.

Name: Roman L. Haehn

Title: Owner & Managing Partner

4

MONROE MANOR RHID

LEAVENWORTH COUNTY





CIRCLE H | CORE COMPETENCIES



Leadership and Project Management: Circle H's principals have over two decades of executive leadership experience, Circle H has garnered a reputation for excellence in leadership and project management. Our team brings unparalleled expertise to every project, ensuring efficient execution and exceptional results.

Strategic Relationships with Builders: Circle H has cultivated long-standing relationships with local and national home builders and municipalities. These partnerships enable us to collaborate effectively, delivering high-quality developments that meet the needs and exceed the expectations of our clients and communities.

Engineering and Consulting Expertise: By offering comprehensive engineering, consulting, and real estate services, our multi-disciplinary approach combines technical proficiency with strategic insight, allowing us to navigate complex challenges and deliver innovative solutions.

Collaboration with Economic Development Teams: Circle H has forged strong and emerging relationships with Economic Development Teams of multiple cities. By collaborating closely with local government stakeholders, we facilitate sustainable growth and development that benefits both communities and potential investors.

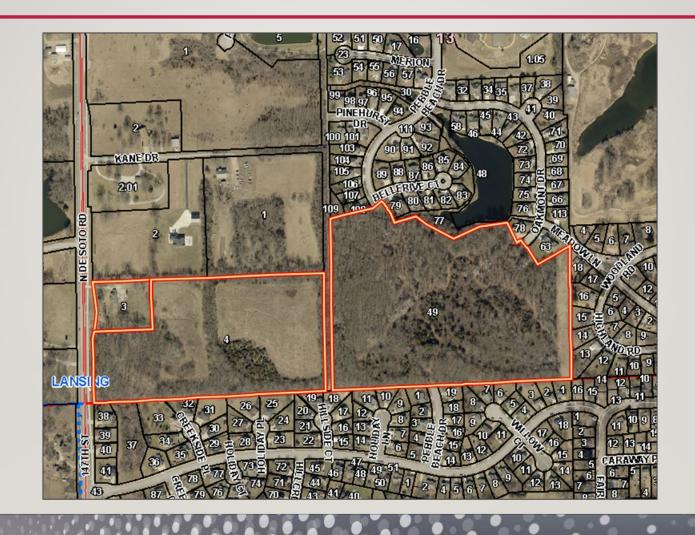
CIRCLE H | COMPANY OWNERSHIP



- Owner, Roman Haehn grew up his entire childhood in Western Kansas prior to relocating to Lawrence to attend the University of Kansas
- 1996 graduate from the University of Kansas, followed by two of his children graduating from KU
- Three of his four kids, along with his only grandchild, reside in the Kansas City area
- Current residence in Lawrence, KS; splitting time with remaining family in Texas
- Formed Circle H Land Development, LLC in 2022 specifically to do horizontal development projects with Romans' two sons in the Kansas City area

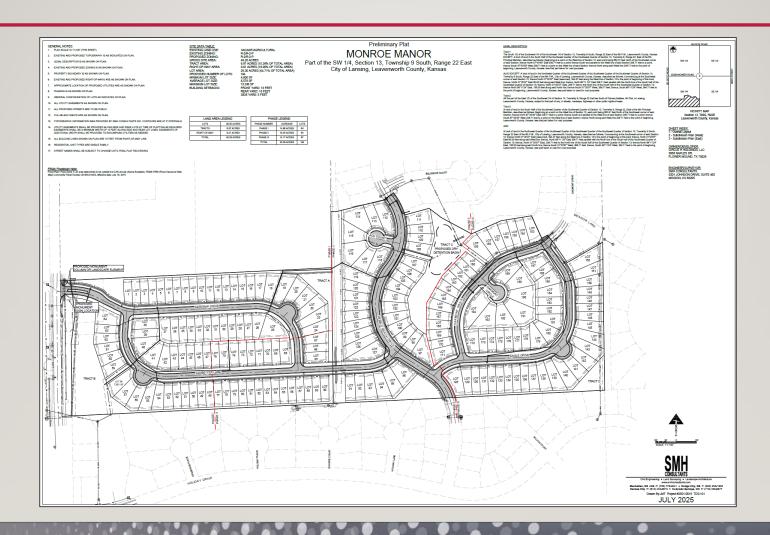
MONROE MANOR | PROJECT LOCATION





MONROE MANOR | PROJECT OVERVIEW





MONROE MANOR | PROJECT COSTS & RHID



Item	Project Budget	RHID Eligible	RHID Utilized
Land Acquisition	\$745,000	\$745,000	\$0
Infrastructure Improvements - Hard Costs	\$8,484,238	\$8,484,238	\$2,352,630
Excavation/Embankment/Clearing	\$2,255,375	\$2,255,375	\$625,403
Internal Sanitary Sewer	\$1,982,805	\$1,982,805	\$549,820
Water Main & Service	\$1,090,730	\$1,090,730	\$302,453
Street & Storm Sewer	\$3,155,328	\$3,155,328	\$874,954
Contingency - Hard Costs	\$848,424	\$848,424	\$235,263
Soft Costs - Engineering/Inspections/Permits/Etc.	\$1,583,333	\$1,583,333	\$439,049
TOTAL	\$11,660,995	\$11,660,995	\$3,026,943
	% RHID Eligib	le Utilization*	26%

^{*}Circle H to fund 74% of total cost of Monroe Manor project

EXECUTIVE SUMMARY | RHID OVERVIEW



 Senate Bill 17 (RHID Law) enacted in 2023; passed with bipartisan endorsements from the following legislators serving Leavenworth County:

•	Senator Pittman (D)	Yes
•	Senator Holland (D)	Yes
•	Representative Buehler (R)	Yes
•	Representative Proctor (R)	Yes
•	Representative Neely (R)	Yes

- Original focus of RHID in 1998 was to incentivize development in "rural" areas of Kansas
- Upon enactment of Senate Bill 17 in 2023, the bill was converted to a "reinvestment" incentive for more broad application throughout Kansas

EXECUTIVE SUMMARY | LANSING HOUSING STUDY



- Lansing will need 560 housing units between 2023-2030 (RDG Study pages 41-46)
 - 364 (65%) will need to be for single-family home ownership
 - 218 (60%) to address conventional & small lot single-family
 - 194 homes in Monroe Manor focused on conventional/small lot single-family segments

	AVAILABLE FOR DEBT SERVICE	AVAILABLE FOR DEBT SERVICE		CORRESPONDING PURCHASE PRICE	
Current Income Range	% OF LANSING HOUSEHOLDS	LOW	HIGH	LOW	HIGH
UNDER 25,000	4.60%	\$-	\$469	\$-	\$78,058
25,000- 50,000	15.90%	\$469	\$938	\$78,058	\$156,000
50,000- 75,000	13.80%	\$938	\$1,406	\$156,000	\$234,000
75,000- 100,000	18.0%	\$1,406	\$1,875	\$234,000	\$312,734
100,000- 150,000	23.80%	\$1,875	\$2,813	\$312,734	\$470,000
150,000- 200,000	15.80%	\$2,813	\$3,750	\$470,000	\$625,468
200,000+	8.20%	\$3,750	\$5,625	\$625,468	

EXECUTIVE SUMMARY | LANSING HOUSING STUDY



- Future Direction Guidance (RDG Study pages 39-40)
 - Consider housing development to be a key policy priority for Lansing
 - Promote better connectivity among neighborhoods...Ensure new subdivisions link to street and trail/greenway systems
 - Catalyze development vacant, undeveloped areas between existing neighborhoods...
 - The approved Preliminary Plat for Monroe Manor will effectively connect existing neighborhoods and expand access to the current trail/greenway system

Figure 3.6: Suggeste HOUSING TYPE	% OF NEW DEVELOPMENT	NUMBER OF PROJECTED UNITS	OWNER/ RENTER SPLIT FOR CATEGORY	OWNER UNITS FOR CATEGORY	RENTER UNITS FOR CATEGORY
Conventional 1-family	30%	168	100%/0%	168	0
Small lot 1-family	30%	168	80%/20%	134	34
Middle-density residential	20%	112	55%/45%	62	50
Multifamily residential	20%	112	0%/100%	0	112
TOTAL				364	196
Source: RDG Planning & De	sign				

EXECUTIVE SUMMARY | MONROE MANOR RHID



- Single-family development producing 194 affordable homes, resulting in incremental market value of >\$60M
- Total development cost for Monroe Manor is \$11.66M
 - \$3.02M RHID request providing 26% total project costs
 - Circle H to provide additional \$8.64M investment (74%)
- External drivers leading to the RHID request for Monroe Manor
 - Increased development and construction costs with all trades
 - Rise in interest rates for financing of land acquisition and development costs
 - Higher Monroe Manor project costs resulting from shallow rock depth & dense timber

EXECUTIVE SUMMARY | MONROE MANOR RHID



- Term of requested RHID for Monroe Manor is six (6) years
 - 84.5% RHID reimbursement from annual tax increment for Years I 5
 - RHID reimbursement completion in Year 6
- RHID District to generate \$IM incremental annual taxes upon completion in 2031/2032, indefinitely
- Contracted builder for Monroe Manor homes is Hakes Brothers Kansas headquarters in Lansing, KS

MONROE MANOR | RHID TAX INCREMENT



Executive Summary:

Six (6) year RHID proposal - \$3,026,943

\$3.2M Incremental Tax Revenue generated during Six (6) year RHID period

Creates ~\$1.0M Tax Revenue annually, indefinitely

>\$60M Market Value Created

RHID focused soley on public improvements

Not included in RHID - Land cost & home construction costs

Key Assumptions:

Monroe Manor to include 194 homes

~40 homes to be built annually until complete

Appraised value \$310K per Finished Home

Home appreciation of +4.2% annually (per Raymond James report)

Property class assessed value = 11.50%

Constant Mill Levy based on 2024 levy information



				I	Incremental Market Value & Tax Summary				RHID S	ummary	
	<u>Year</u>	Collection Year	<u>Cumulative</u> <u>Finished Homes</u>	Cumulative Market Value Created	Property Tax Per Unit	Annual Tax Increment*	Cumulative Tax Increment	Annual RHID Contribution	Leavenworth RHID Contribution	City of Lansing RHID Contribution	USD 469 RHID Contribution
	1	2026/2027	16	\$4,960,000	\$4,195	\$55,182	\$55,182	\$46,656	\$14,895	\$16,619	\$15,143
	2	2027/2028	56	\$17,360,000	\$4,371	\$232,828	\$288,010	\$196,856	\$62,844	\$70,119	\$63,893
	3	2028/2029	96	\$29,760,000	\$4,554	\$425,278	\$713,288	\$359,572	\$114,789	\$128,077	\$116,705
	4	2029/2030	136	\$42,160,000	\$4,746	\$633,461	\$1,346,749	\$535,591	\$170,981	\$190,774	\$173,836
	5	2030/2031	176	\$54,560,000	\$4,945	\$858,361	\$2,205,110	\$725,744	\$231,686	\$258,505	\$235,553
	6	2031/2032	194	\$60,140,000	\$5,153	\$987,659	\$3,192,769	\$1,162,524	\$371,123	\$414,083	\$377,318
TOTAL								\$3,026,943	\$966,318	\$1,078,177	\$982,448





Taxing Units	2024 Mill Levy	Levy Contribution	Agg	gregate Fiscal Impact	Notes
State	1.500	0.000	\$	-	Excludes 1.50 mill levy for State of Kansas
County	37.561	37.561	\$	966,318	
Lansing City	41.909	41.909	\$	1,078,177	
Fire District #1	0.000	0.000	\$	-	
USD 469	58.188	38.188	\$	982,448	Excludes 20.00 mill levy for General Fund
Total	139.158	117.658	\$	3,026,943	Developer to provide \$8.6M project contribution

MONROE MANOR | MARKET VALUE INCREASE



Project Overview						
Project Item	Homes	Appraisal Value/Home	Total Appraised Value	Assessed Value/Home	Total Assessed Value	Total Taxes @ Completion
Single Family Homes	194	\$310,000	\$60,140,000	\$35,650	\$6,916,100	\$962,431
TOTAL	194		\$60,140,000		\$6,916,100	\$962,431

Base Assessed Value							
Tax ID	Address	Parcel Number	Acres	Appraised Value	Assessed Value	Base Property Taxes	
12574	724 N DESOTO RD	106-13-0-30-03-003.00-0	2.93	\$76,180	\$35,742	\$4,801	
12575	N DESOTO RD	106-13-0-30-03-004.00-0	16.89	\$439,140	\$21,161	\$2,945	
28237	PEBBLEBEACH DR	106-13-0-30-01-049.00-0	25.46	\$661,960	\$30,065	\$4,184	
TOTAL			45.28	\$1,177,280	\$86,968	\$11,930	

Tax & Financial Assumptions					
Assessment Rate	11.50%				
Base Assessed Value	\$86,968				
Total Assessed @ Completion	\$6,916,100				
Total Appraised Value @ Completion	\$60,140,000				
Total Levy Rate (2024)	139.158				
Total RHID Levy Rate*	117.658				
Annual Assumed Growth Rate	4.20%				

^{*}Excludes 20.00 USD General Fund & 1.50 State of Kansas

MONROE MANOR | LEAVENWORTH COUNTY



Year	Households	Population	Total County Cost Per Capita (\$340.26)	RHID Revenue to County	Projected Increased MV Tax	Projected Increased Sales Tax	Net Direct Impact on County	Net Direct Impact on County (Cumulative)
2025	0	0	\$0	\$0	\$0	\$0	\$0	\$0
2026	16	40	\$13,610	\$2,722	\$0	\$1,315	(\$9,573)	(\$9,573)
2027	56	140	\$47,636	\$11,484	\$6,962	\$12,010	(\$17,181)	(\$26,754)
2028	96	240	\$81,662	\$20,976	\$11,935	\$18,240	(\$30,511)	(\$57,265)
2029	136	340	\$115,688	\$31,244	\$16,908	\$24,470	(\$43,066)	(\$100,332)
2030	176	440	\$149,714	\$42,337	\$21,881	\$30,700	(\$54,797)	(\$155,128)
2031	194	485	\$165,026	(\$55,824)	\$24,119	\$31,695	(\$165,036)	(\$320,164)
RHID - 6 Ye	ars		\$573,338	\$52,938	\$81,806	\$118,430	(\$320,164)	(\$320,164)
2032	194	485	\$165,026	\$228,865	\$24,119	\$30,216	\$118,173	(\$201,990)
2033	194	485	\$165,026	\$238,477	\$24,119	\$30,216	\$127,786	(\$74,205)
2034	194	485	\$165,026	\$248,493	\$24,119	\$30,216	\$137,802	\$63,597
2035	194	485	\$165,026	\$258,930	\$24,119	\$30,216	\$148,239	\$211,836
2036	194	485	\$165,026	\$269,805	\$24,119	\$30,216	\$159,114	\$370,949
2037	194	485	\$165,026	\$281,137	\$24,119	\$30,216	\$170,445	\$541,395
2038	194	485	\$165,026	\$292,945	\$24,119	\$30,216	\$182,253	\$723,648
2039	194	485	\$165,026	\$305,248	\$24,119	\$30,216	\$194,557	\$918,205
2040	194	485	\$165,026	\$318,069	\$24,119	\$30,216	\$207,377	\$1,125,582
2041	194	485	\$165,026	\$331,428	\$24,119	\$30,216	\$220,736	\$1,346,319
2042	194	485	\$165,026	\$345,348	\$24,119	\$30,216	\$234,656	\$1,580,975
2043	194	485	\$165,026	\$359,852	\$24,119	\$30,216	\$249,161	\$1,830,135
2044	194	485	\$165,026	\$374,966	\$24,119	\$30,216	\$264,275	\$2,094,410
No RHID - Y	ears 7 thru 20		\$2,145,339	\$3,853,564	\$313,548	\$392,802	\$2,414,574	\$2,094,410
Total Coun	ty Fiscal Impa	ct - 20 Years	\$2,718,677	\$3,906,502	\$395,354	\$511,232	\$2,094,410	\$2,094,410

Assumptions:					
Annual Home Completions (average)	40				
Persons per Household	2.50				
County Services Cost per Capita	\$340.26				
RHID Tax Revenue	2024 Mill Levy				
Motor Vehicle Tax per Capita	\$49.73				
County Sales Tax	44.5% of 1% County				
Annual Home Value Increase	4.20%				

KEY TAKEAWAYS | MONROE MANOR RHID



Monroe Manor RHID is fiscally responsible for Leavenworth County

RHID is to aid developers by assisting in the financing of public infrastructure improvements

Monroe Manor RHID includes 26% of the costs of infrastructure improvements – maximizing private developer investment (per Leavenworth County RHID policy)

Average total cost to develop each single-family lot in the KC market is ~\$60K/lot

Monroe Manor RHID proposal responsibly includes ~\$15K/lot

Term of RHID to be less than 15 years to prevent the potential for 'adverse effects' to the community

(per Leavenworth County RHID policy)

Monroe Manor RHID has proposed a six (6) year term – minimizing 'adverse effect' exposure

Housing development to be located near current neighborhoods, streets, and trailways (per RDG Housing Study)

Monroe Manor is strategically located in the urban core of Lansing with surrounding neighborhoods and existing trailways

RESOLUTION NO. 2025-33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS FINDING AN ADVERSE EFFECT ON LEAVENWORTH COUNTY OF A PROPOSED REINVESTMENT HOUSING INCENTIVE DISTRICT IN THE CITY OF LANSING, KANSAS

WHEREAS, the City of Lansing, Kansas adopted Ordinance No. 1141 establishing the Monroe Manor Reinvestment Housing Incentive District ("Proposed District"), upon the conclusion of the public hearing for said District on September 18, 2025; and

WHEREAS, pursuant to K.S.A. 12-5246(c)(3), the Leavenworth County Board of County Commissioners may render Ordinance No. 1141 null and void by adopting a resolution, within thirty days of the closing of the public hearing for the Proposed District, finding adverse effect of the Proposed District on Leavenworth County; and

WHEREAS, this resolution is effective on **October 8, 2025**, which is within thirty (30) days of the closing of the public hearing on the Proposed District; and

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

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

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

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

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

ADOPTED the 8th day of October, 2025.

	Adopted this 8th day of October, 2025 Board of County Commission Leavenworth, County, Kansas
	Mike Smith, Chairman
ATTEST:	Jeff Culbertson, Member
Fran Keppler, Leavenworth County Clerk	Vanessa Reid, Member
	Willie Dove, Member
	Mike Stieben, Member

Leavenworth County Request for Board Action

Date: October 2, 2025

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll; John Jacobson

From: Misty Brown, County Counselor

Department Head Approval: N/A Additional Reviews as needed:

Budget Review Administrator Review Legal Review	Budget Review [Administrator	Review	Legal Review	\triangleright
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Action Requested: Conduct a hearing regarding the proposed island annexation request submitted by the City of Easton and evaluate whether the proposed island annexation will or will not hinder the proper growth and development of the area.

Recommendation: It is recommended that the Board hear the matter and find that the proposed island annexation **does not** hinder the proper growth and development of the area.

Analysis: The City of Easton adopted Resolution 2025-01 on July 8, 2025, proposing the annexation of a parcel into the city limits in accordance with K.S.A. 12-520c(a)(3). As the parcel does not directly adjoin the city and would result in an island annexation, a determination by the County Commission that "the annexation of the land will not hinder or prevent the proper growth and development of the area" is required for approval. This determination must be supported by two-thirds of the Commission members before the annexation can be finalized by the city.

Public Works has reviewed the proposed annexation and noted that the designated parcel is adjacent to two KDOT roadways and, therefore, will not impact county roadways. Additionally, Planning and Zoning has evaluated the request and noted that the parcel is located approximately 1.8 miles from the most recent annexation of Easton territory. The parcel has an eastern boundary of U.S 73 that serves as a natural termination of influence point, and the associated residents of the area generally consider themselves to be in the community of Easton. Staff believe the annexation of the area will not have a negative impact on future development.

Alternatives:

(1) Make the finding that the proposed annexation $\underline{\text{will not}}$ hinder the proper growth and development of the area with a 2/3 majority vote; or

Motion: I find that this island property is adjacent to 2 KDOT roadways and is not expected to impact County roadways or present any concerns regarding access or maintenance. Based on the totality of the record, I find that the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county, and I move that this Board adopt these findings.

(2) Make the finding that the proposed annexation will hinder the proper growth and development of the area with a majority vote; or

Motion: Based on the information that we have heard today, I find [state findings that do not support annexation]. Based on the totality of the record, I find that the proposed annexation will hinder or prevent the proper growth and development of the area due to the clear and substantial manifest injury to affected properties and the community caused by [list what will cause manifest injury to the properties and community].

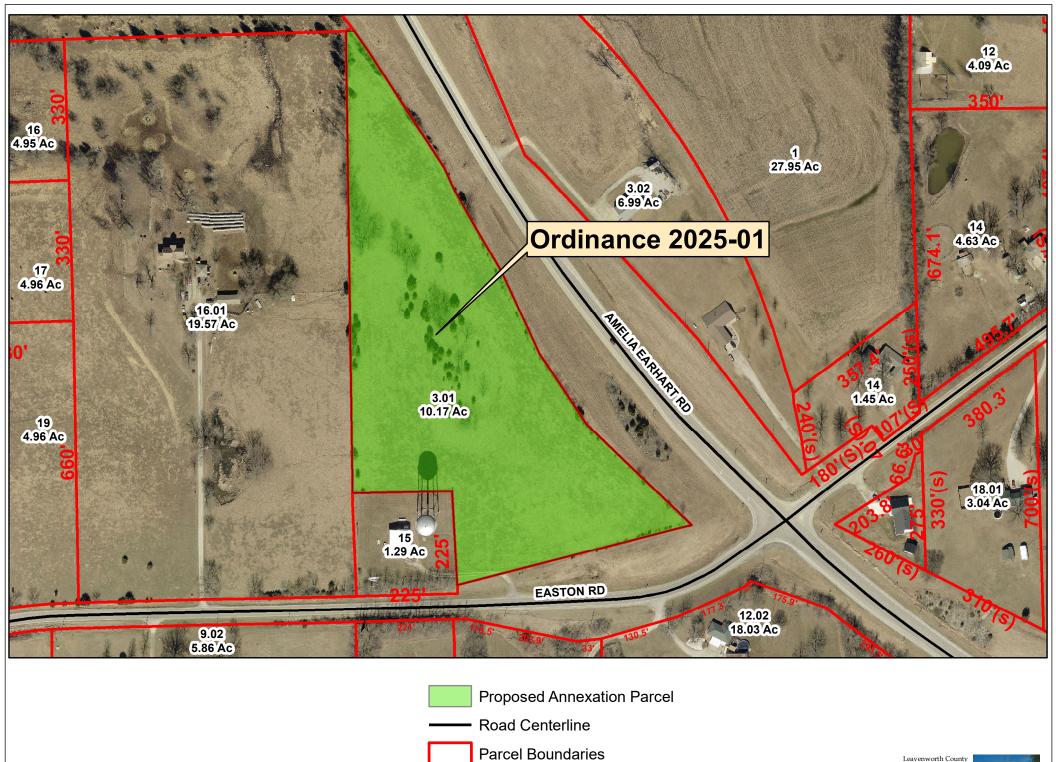
(3) Table the matter for future consideration to a date certain.

Motion: I move to table this matter until [list date].

Budge	tary Impact:
\boxtimes	Not Applicable
	Budgeted item with available funds
	Non-Budgeted item with available funds through prioritization
	Non-Budgeted item with additional funds requested

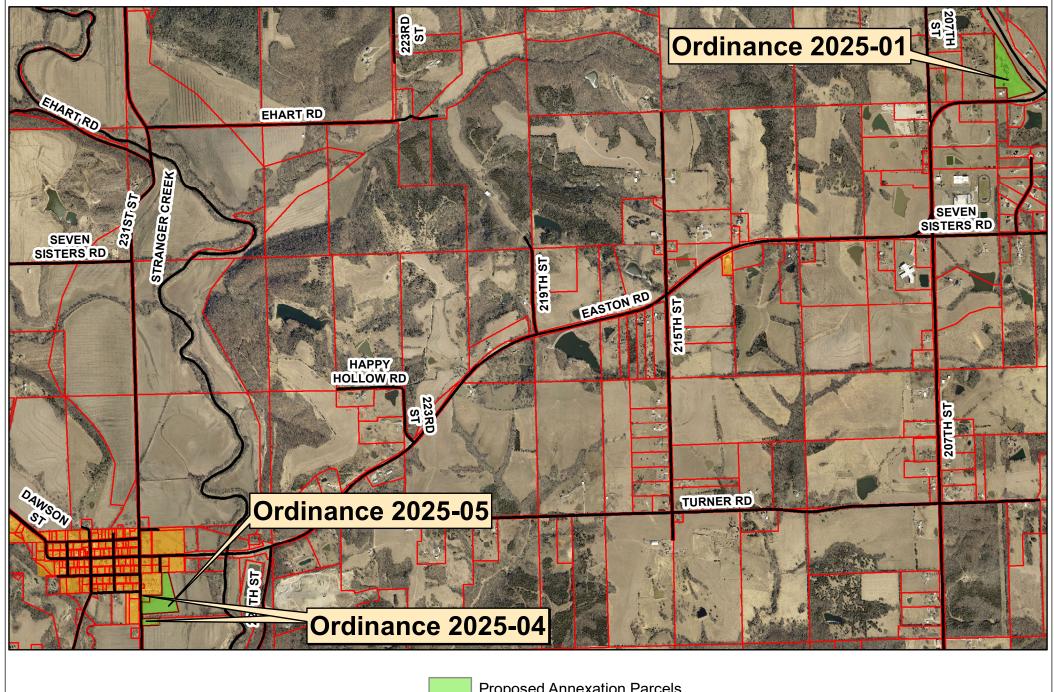
Total Amount Requested: N/A

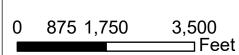
Additional Attachments: (1) Copy of City Resolution No.2025-01; (2) map of the annexation area, and (3) a map showing location of the parcel in regard to the City limits.



City Limits

Leavenworth County GIS Services 300 Walnut Suite 030 Leavenworth, KS 66048 Ph: 913-758-6780 Ph: 913-684-0448





Proposed Annexation Parcels

Road Centerline

Parcel Boundaries

City Limits



Leavenworth County GIS Services 300 Walnut Suite 030 Leavenworth, KS 66048 Ph: 913-758-6780 Ph: 913-684-0448



CITY OF EASTON, KANSAS RESOLUTION NO. 2025-01

A RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS MAKE A FINDING UNDER K.S.A. §12-520c(a)(3) FOR THE ANNEXATION OF PROPERTY INTO THE CITY OF EASTON, KANSAS

WHEREAS, the City of Easton, Kansas has received a Consent to Annexation from landowners of property within the County for annexation under K.S.A. §12-520c, for the following described property:

A tract of land in the Southeast Quarter of the Northeast quarter of Section 10, Township 8 South, Range 21 East, being that portion lying Westerly of Highway 73, as taken by District Court Case No. 88 C 213 and being Northerly and Easterly of the tract as recorded in Book 517 at Page 1715, in Leavenworth County, Kansas, and being described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88 degrees 01' 00" West, along the South line of said Northeast Quarter, 1316.86 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 01 degrees 46' 23" West, along the West line of the Southeast Quarter of said Northeast Quarter, 242.50 feet to the Northwest corner of the tract as recorded in Book 517 at Page 1715, and being the Point of Beginning; thence continuing along said West line North 01 degrees 46' 23" West, 1080.15 feet to the Northwest corner of the Southeast Quarter of said Northeast Quarter; thence North 87 degrees 48' 25" East, along the North line of the Southeast Quarter of said Northeast Ouarter, 15.70 feet to the Westerly right-of-way line of Highway 73, as taken by District Court Case No. 88 C 213; thence South 36 degrees 53' 00" East, along said right-of-way line 329.61 feet; thence South 23 degrees 34' 00" East, along said right-of-way line, 520.30 feet; thence South 34 degrees 16' 00" East along said right-of-way line, 251.40 feet; thence South 46 degrees 26' 00" East, along said right-of-way line 304.80 feet; thence South 72 degrees 40' 00" West, along said right-of-way line, 482.97 feet to the Northerly right-of-way line of Highway K-192; thence South 88 degrees 01' 00" West, along said Northerly right-of-way line, 73.37 feet to the Southeast corner of the tract as recorded in Book 517 at page 1715; thence North 01 degrees 46' 23" West, along the East line of said tract, 225.00 feet; thence South 88 degrees 01' 00" West, 225.0 feet to the point of beginning, containing 10.10 acres, more or less and subject to easements and restrictions of record.

with the property not adjoining the city limits of Easton, Kansas. A copy of the Consent is attached as Exhibit "A" to this Resolution; and

WHEREAS, under K.S.A. §12-520c(a)(3) annexation is allowed upon a finding by the County Commission that the annexation will not hinder or prevent proper growth in the area, or that of any other incorporated city located within the County; and

WHEREAS, the City desires this annexation to provide city services to the tract upon request of the owner, and to be otherwise a part of the City.

THEREFORE, BE IT RESOLVED by the governing body of the City of Easton, Kansas, that the City Council, by approval of this Resolution, respectfully requests the findings as required by K.S.A. §12-520c(c) within 30 days of receipt of this resolution by the Board of County Commissioners of Leavenworth County, Kansas, with said findings allowing the annexation of the property in the County by the City.

Adopted by the governing body of the City of Easton, Kansas, this _8 th day of July, 2025.

Mayor Phillip Mires

Attest:

City Clerk Becky Jones

Becky Jones

Leavenworth County, KS Platte BRAUM Jefferson Wyandotte COLE Legend CHMDLING **BORNN** Address Point **JOHNSON** Parcel Number Owner Last Name Lot Line Parcel City Limit Line Major Road <all other values> **GULBERTSON** 70 Road 16.01 <all other values> --- PRIVATE CULBERTSON DIDDE Railroad Section 3.01 Section Boundaries County Boundary 20350 20317 IRVINE 18.01 COLUM: 15 RWD#12 AMELIA EAD. EASTON RD (92) LING 20571 11.01 FINK 9.02 1 in. = 231ft. RAY 12.01 DEWBERRY Notes 462.7 231.37 462.7 Feet This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION

	Entered in Transfer Record in my office this	——————————————————————————————————————	County Clerk.
,			

Elmer M. Roach and Helen M. Roach, Co-Trustees under the Roach Trust dated June 6, 1990,

CONVEY _____AND WARRANT _____TO Loretta J. Culbertson

all the following described REAL ESTATE in the County of Leavenworth and the State of Kansas, to-wit:

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 10, Township 8 South, Range 21 East, being that portion lying Westerly of Highway 73, as taken by District Court Case No. 88 C 213 and being Northerly and Easterly of the tract as recorded in Book 517 at Page 1715, in Leavenworth, County Kansas and being described as follows: 62-10-13,01

Commencing at the Southeast corner of said Northeast Quarter; thence South 88 01 00 West, along the South line of said Northeast Quarter, 1316.86 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 01 46 23 West, along the West line of the Southeast Quarter of said Northeast Quarter, 242.50 feet to the Northwest corner of the tract as recorded in Book 517 at Page 1715, and being the POINT OF BEGINNING; thence continuing along said West line, North 01 46 23 West, 1080.15 feet to the Northwest corner of the Southeast Quarter of said Northeast Quarter; thence North 87 58 25 East, along the North line of the Southeast Quarter of said Northeast Quarter, 15.70 feet to the Westerly right-of-way line of Highway 73, as taken by District Court Case No. 88 C 213; thence South 36 53 00 East, along said right-of-way line, 329.61 feet; thence South 23 34 00 East, along said right-ofway line, 520.30 feet; thence South 34 16 00 East, along said right-of way line, 251.40 feet; thence South 46 26 00 East, along said right-of-way line, 304.80 feet; thence South 72 40 00 West, along said right-of-way line, 482.97 feet to the Northerly right-of-way line of Highway K-192; thence South 88 01 00 West, along said Northerly right-of-way line, 73.37 fi feet to the Southeast corner of the tract as recorded in Book \leq 517 at Page 1715; thence North 01 46 23 West, along the East line of said tract, 225.00 feet; thence South 88 01 00 West, 225.00 feet to the POINT OF BEGINNING. 800k 649 PAGE 1848

for the sum of

EXCEPT AND SUB.

STATE OF KANSAS

Containing 440,151 Square Feet, or 10.10 Acres, more of BE IT REMEMBEREE less. Subject to Easements and restrictions of record.

VEL- A. D. 19 90, before me, the undersigned, a

Notary Public in and for the County and State aforesaid, came

Elmer M. Roach and Helen M. Roach, Co-Trustees under the Roach Trust datedJune 6, 1990,

STATE OF	1	
	County,	ss

This instrument was filed for record on the

(Pursuant to K.S.A. §12-520c)

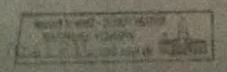
The undersigned owners of record of the following described land, hereby petition the Governing Body of the City of Easton, Kansas, to annex such land to the City. The land to be annexed is described as follows:

A tract of land in the Southeast Quarter of the Northeast quarter of Section 10, Township 8 South, Range 21 East, being that portion lying Westerly of Highway 73, as taken by District Court Case No. 88 C 213 and being Northerly and Easterly of the tract as recorded in Book 517 at Page 1715, in Leavenworth County, Kansas, and being described as follows:

Commencing at the Southeast corner of said Northeast Quarter, thence South 88 degrees 01' 00" West, along the South line of said Northeast Quarter, 1316.86 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter, thence North 01 degrees 46° 23" West, along the West line of the Southeast Quarter of said Northeast Quarter, 242.50 feet to the Northwest corner of the tract as recorded in Book 517 at Page 1715, and being the Point of Beginning, thence continuing along said West line North 01 degrees 46' 23" West, 1080.15 feet to the Northwest corner of the Southeast Quarter of said Northeast Quarter, thence North 87 degrees 48° 25" East, along the North line of the Southeast Quarter of said Northwest Quarter, 15.70 feet to the Westerly right-of-way line of Highway 73, as taken by District Court Case No. 88 C 213; thence South 36 degrees 53' 00" East, along said right-of-way line 329.61 feet, thence South 23 degrees 34' 00" East, along said right-of-way line, 520.30 feet; thence South 34 degrees 16' 00" East along said right-of-way line, 251.40 feet, thence South 46 degrees 26' 00" East, along said right-of-way line 304.80 feet; thence South 72 degrees 40° 00" West, along said right-of-way line, 482.97 feet to the Northerly right-of-way line of Highway K-192; thence South 88 degrees 01' 00" West, along said Northerly right-of-way line. 73.37 feet to the Southeast corner of the tract as recorded in Book \$17 at page 1715; thence North 01 degrees 46' 23" West, along the East line of said tract, 225.00 feet, thence South 58 degrees 01' 00" West, 225.0 feet to the point of beginning, containing 10.10 acres, more or less and subject to easements and restrictions of received.

Such land does not adjoin the current City limits. The owners consent to the passage of a Resolution by the City to present to Leavenworth County, to petition for the annexation of the property under K.S.A. §12-520c, and that the owners contend that the annexation will not hinder or prevent proper growth in the area and instead will enable better use of the property. The undersigned agrees to comply with all City requirements for zoning and utilities.

The undersigned further warrants and guarantees that they are the owners of record of subject land, and no other party is vested with ownership rights in the property.



LEWIS R CULBERTSON

LEWIS R CULBERTSON

COUNTY OF Cleveland

Be it remembered that on this 23 day of Section 2023, appeared before one a notary for the State and County aforesaid, come LEWIS R. CULBERTSON, who is personally known to me, as the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my ngjanal sent, the day and year last above written.

NOTARY PUB

My Appointment Expires: 01/10/2029

STATE OF Lansas

SS:

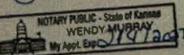
COUNTY OF Leavenworth

Be it remembered that on this 12 day of 1025, appeared before me a notary for the State and County aforesaid, came JEFFREY A. CULBERTSON, who is personally known to me, as the same person who executed the within instrument of writing, and personally known to me, as the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

TARY PUBLIC

2



Leavenworth County Request for Board Action

Date: October 2, 2025

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll; John Jacobson

From: Misty Brown, County Counselor

Department Head Approval: N/A Additional Reviews as needed:

Budget Review ☐ Administrator Review ☐ Legal Review ☒

Action Requested: Consider whether to consent to the proposed annexation of two (2) County owned lots into the City of Easton.

Recommendation: It is recommended that the Board consent to the proposed annexation.

Analysis: The City of Easton adopted Resolution 2025-04 on July 8, 2025, proposing to annex two county owned parcels into the city per K.S.A. 12-520(a)(7). Both parcels adjoin the city and have FEMA deed restrictions. Because these are County owned parcels, the County Commission's consent to the annexation of these properties is required before the properties may be annexed under K.S.A. 12-520(a)(7).

Public Works has reviewed the proposed annexation and noted that the properties are on the east side of town and located along a county roadway but between the regulatory floodplains. Due to the repetitive loss history of the parcels and the fact there are FEMA deed restrictions, the proposed annexation is not anticipated to impact the County roadway. Planning and Zoning has evaluated the request and noted the parcels are contiguous to the current jurisdictional boundary of the city of Easton, and in staff's opinion, pose no negative impact to future development of the area.

Alternatives:

(1) Consent to the proposed annexation with a majority vote; or

Motion: I move that the Board of County Commissioners consent to the annexation of these two County owned parcels, identified as parcel 052-064-19-0-10-08-005.01-0 and parcel 052-064-19-0-10-08-004.01-0 into the City limits of Easton and direct staff to file the County's consent to annexation with the City.

(2) Decline to consent to the proposed annexation with a majority vote; or

Motion: I move that the Board of County Commissioners not sign the annexation consent form and deny the City's request to annex these two County owned parcels into the City limits of Easton.

(3) Table the matter for future consideration.

Motion: *I move to table this matter.*

Budge	tary Impact:
\boxtimes	Not Applicable
	Budgeted item with available funds
	Non-Budgeted item with available funds through prioritization
	Non-Budgeted item with additional funds requested
Total A	Amount Requested: N/A

Additional Attachments: (1) Copy of City Resolution No.2025-05; (2) map of the annexation area, (3) a map showing the location of the parcel in regard to the City limits, and (4) annexation consent form.

ORDINANCE NO. 2025-04 AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF EASTON, KANSAS

WHEREAS, the land described below adjoins the City, and a written consent to annexation of such land, signed by all of the owners thereof, has been filed with the City; and,

WHEREAS, the City desires to annex that land to the City of Easton, pursuant to K.S.A. 12-520(a)(7).

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

Section 1. The following described land is hereby annexed into the City of Easton, Kansas, upon the voluntary petition of all of the owners thereof pursuant to K.S.A. 12-520(a)(7):

Tract 1:

Part of the Northeast Quarter of Section 19-08 S-21E. Beginning 1301.5 North of the Southwest Corner, thence East 180 feet, thence South 140 feet, thence West 180 feet, thence North 140 feet to the point of beginning, less right-of-way and containing 0.46 acres, more or less.

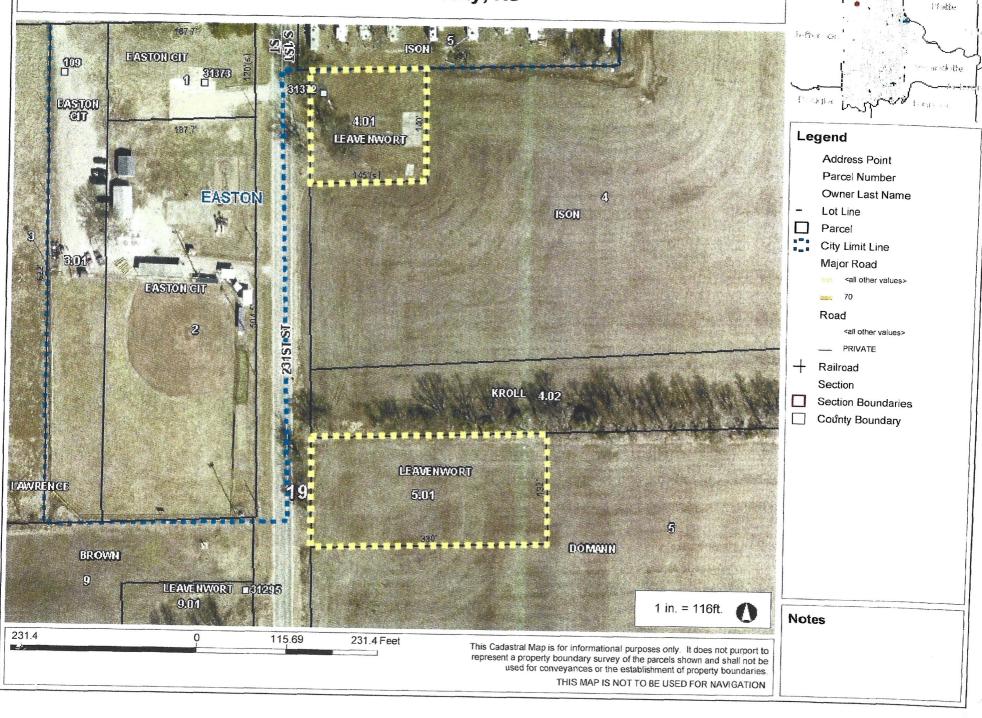
Tract 2:

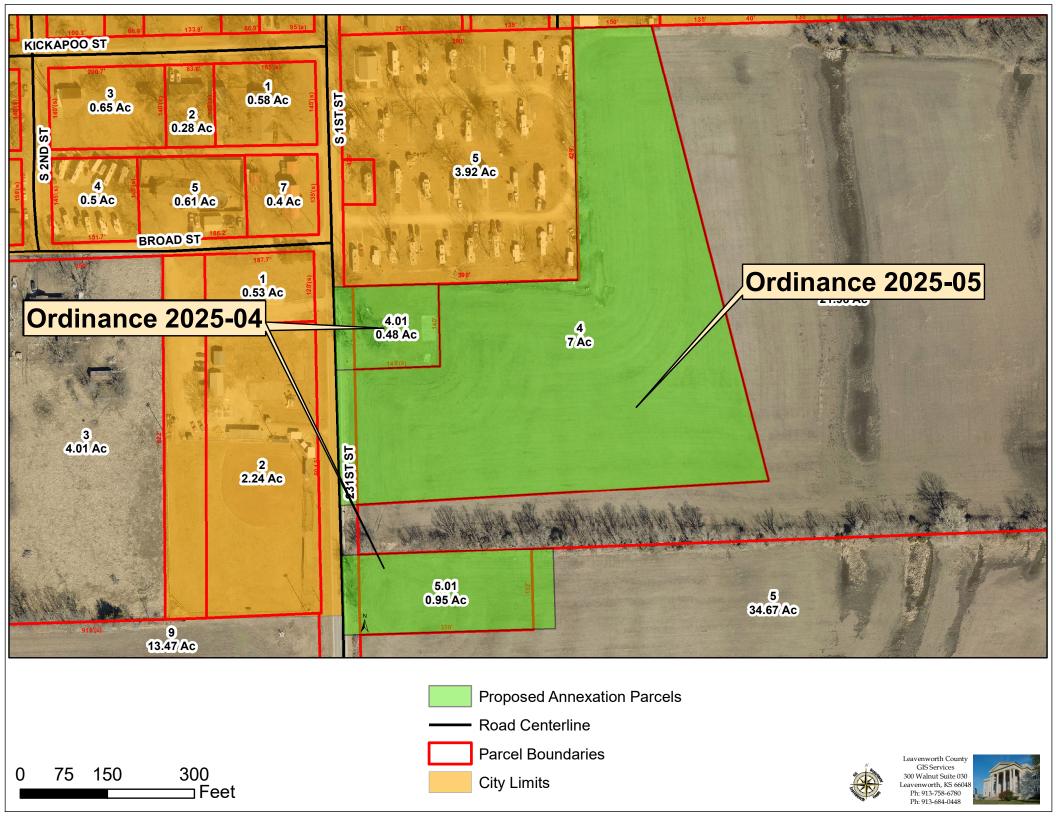
The West 365 feet of the North 132 Feet of the South 841.5 feet of the South ½ of the Northeast Quarter, less right-of-way, all in Section 19-8-21

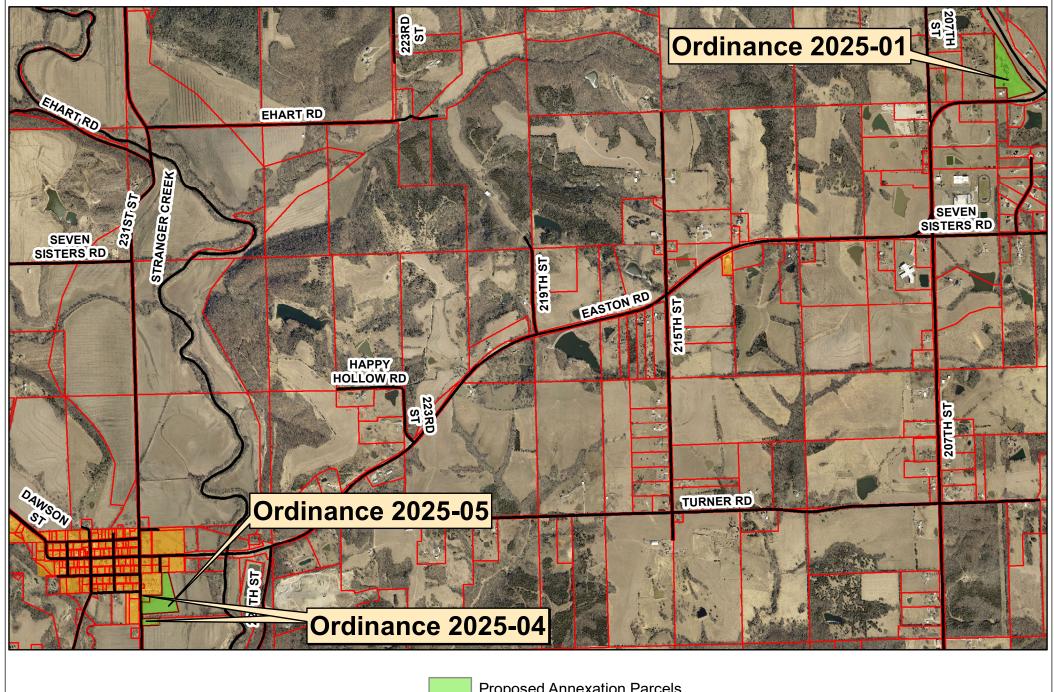
Section 2. This Ordinance shall become effective upon its publication of the official City newspaper.

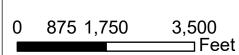
PASS	ED BY THE COUNC	CIL thisoui	_day of	July	, 2025.
APPR	OVED BY THE MA	YOR this 8th	day of	July	, 2025.
			Theles	W. Mr	3
		Mayor	Phillip Mires		
ATTEST:					
B	ecky Jones				
City Clerk	Becky Jones				

Leavenworth County, KS









Proposed Annexation Parcels

Road Centerline

Parcel Boundaries

City Limits



Leavenworth County GIS Services 300 Walnut Suite 030 Leavenworth, KS 66048 Ph: 913-758-6780 Ph: 913-684-0448



CONSENT TO ANNEXATION

(Adjoining property by request)

The undersigned, owner of record of the following described land, hereby petitions the Governing Body of the City of Easton, Kansas, to annex such land to the City. The land to be annexed is described as follows:

Tract 1:

Part of the Northeast Quarter of Section 19-08 S-21E. Beginning 1301.5 North of the Southwest Corner, thence East 180 feet, thence South 140 feet, thence West 180 feet, thence North 140 feet to the point of beginning, less right-of-way and containing 0.46 acres, more or less.

Tract 2:

The West 365 feet of the North 132 Feet of the South 841.5 feet of the South ½ of the Northeast Quarter, less right-of-way, all in Section 19-8-21.

Such land lies upon or touches the City boundary line. The undersigned agrees to comply with all City requirements for zoning and utilities.

The undersigned further warrants and guarantees that they are the only owners of record of the subject land.

"OWNER"

THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS

MIKE SN	MITH, CHAIRMAN	
JEFF CU	LBERTSON	
VANESS	SA REID	
WILLIE	DOVE	
MIKE ST	ΓΙΕΒΕΝ	

ATTEST:
FRAN KEPPLER, County Clerk

October 2, 2025

Leavenworth County Board of Commissioners

Mike Smith, Chairman
Jeff Culbertson
Vanessa Reed
Willie Dove
Mike Stieben

Dear Board of County Commissioners,

Over the last couple of years, in searching through expenditures in the Treasurer's office, I have identified payments that appear to be coded wrong and paid from incorrect funds. The total of these expenditures taken in whole is a significant sum of money, however, when spread over a period of ten years is not overly significant in light of the overall budget of the county.

There may be no remedy for what has occurred in the past, yet the number and frequency of transactions creates a concern for how these expenditures are handled in the future. I would like to see a more robust system of oversight and accountability put in place, especially in special funds, to ensure the county is well inside the boundaries of State Law concerning theses funds.

I look forward to meeting with you and discussing possible future changes to insure the integrity of government.

Respectfully,

Caleb Gordon

Leavenworth County Treasurer

WORK SESSION MATERIAL ONLY

To: BOCC

From: John Jacobson, Director of Planning and Zoning

cc: County Administrator, Mark Loughry

Date: October 8, 2025

Re: Update of Building Codes

Leavenworth County originally adopted building codes in 2020. These codes, the 2006 International Residential Code and the 2006 International Building Code were adopted to provide a minimum standard for construction throughout the county. Prior to that, no minimum code had been applied in the unincorporated areas of the county.

At the direction of the BOCC, beginning in 2024, P&Z staff and the Building Code Appeals Board began the process of vetting a new building code to govern residential and commercial construction in Leavenworth County. The codes that were chosen were the 2012 IRC and the 2012 IBC. While these respective codes are obviously not part of the most current code cycle, they are very stable and are better suited to common construction practice in Leavenworth County making compliance more attainable.

This process took a number of months to complete and weighed the benefits of local amendments to the model code to accommodate common construction practice in the area as well as carrying over certain amendments that provide continuity to the land use elements of the zoning regulations that occurred with the original adoption.

Staff has included a summary of amendments and a presentation that generally identifies areas of concern and eventual recommendation of the committee.

Staff is seeking direction from the Board to proceed with adoption process and is prepared to answer any questions from the governing body.

Recommended Adoption of 2012 International Residential Code

- 1. Applies to all one- and two-family dwellings, accessory buildings, and decks. Agricultural buildings on 10 or more acres are not subject to the code.
- 2. Definition of Agricultural Building A structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment.
- 3. All buildings and decks 200 sq' and larger are required to be permitted and subject to code.
- 4. Existing structures shall be permitted to continue without change except in cases where damage occurs to more than 51% of structure in which case the repair shall be deemed new construction and the codes apply. All new construction will be code compliant.
- 5. No inspections will be made throughout the building process. The application and permits will be signed stating they will build to meet or exceed the 2012 IRC.
- 6. No certificate of occupancy will be required.
- 7. Ground snow load 20lbs/sg'
- 8. Wind Design Speed 110 mph
- 9. 36" Frost Depth Line
- 10. Ice barrier underlayment required (Ice & Water Shield)
- 11. Fire sprinklers not required in one- and two-family dwellings, townhouses, and private garages (text removed)
- 12. Truss design drawing will be submitted to building official upon delivery of trusses.
- 13. Remove Chapter 11 Energy Efficiency. (All text removed)
- 14. Adopt Appendix B Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category 1 Appliances, and Appliances Listed For Use With Type B Vents.
- 15. Adopt Appendix F Radon Control Methods
- 16. Adopt Appendix H Patio Covers
- 17. Adopt Appendix J Existing Buildings & Structures
- 18. Adopt Appendix M Home Day Care R-3 Occupancy

Recommended Adoption of 2012 International Building Code

- 1. Applies to all Commercial Structures.
- 2. All structures 200 sq' and larger are required to be permitted and subject to code.
- 3. Referenced codes are not adopted and have been removed from text. (Gas, Mechanical, Plumbing, and Property Maintenance)
- 4. Construction documents shall be prepared by a registered design professional.
- 5. The provisions of the Fire Code adopted by the State of Kansas shall apply. (Removed International Fire Code)
- 6. Energy efficiency related components removed
- 7. Existing structures shall be permitted to continue without change except in cases where damage occurs to more than 51% of structure in which case the repair shall be deemed new construction and the codes apply.
- 8. No inspections will be made throughout the building process. The application and permits will be signed stating they will build to meet or exceed the 2012 IBC.
- 9. No certificate of occupancy will be required, however, no building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has received an Affidavit of Code Compliance stamped and signed by the original registered design professional.
- 10. Remove Chapter 13 Energy Efficiency
- 11. Ice Barrier Underlayment required (Ice & Water Shield)
- 12. Adopt Appendix I Patio Covers

TRANSITION TO 2012 IRC & IBC

BUILDING CODE APPEALS BOARD RECOMMENDED LOCAL AMENDMENTS

CHANGES FROM ADOPTED 2006 IRC

- Applies to Accessory Buildings and Decks. (Agricultural buildings on 10 or more acres are not subject to code)
- Permits required on all buildings and decks 200 ft2 and larger (previously 100 ft2)
- Full set of building plans required for Single Family Homes and Accessory Dwelling Units (design professional stamp not required)
- Truss design drawings (Shop Drawings) to be submitted to building official upon delivery of trusses
- Ice Barrier Underlayment Required (Ice & Water Shield)
- Remove Chapter 13 Energy Efficiency

BASEMENT OR STORM SHELTER REQUIREMENT

- This requirement was reviewed by the Building Codes Committee. The committee did not recommend inclusion in this code cycle due to the following concerns:
 - Concerns with additional mandatory requirements
 - Significant cost increase to homeowners was area of greatest concern
 - No cities in Leavenworth County currently require this
- The committee did recommend inclusion of specifications such as FEMA 320 and other resources on how to build a shelter without mandating its construction:
 - Offer an avenue to be safer without a mandate
 - During plan review determine if the home has a basement or storm shelter. If not, note on the permit "No storm shelter. Storm shelters are recommended but not required by Leavenworth County"

CHANGES FROM ADOPTED 2006 IBC

- All commercial structures 200 ft2 and larger are required to be permitted and subject to code (previously 100 ft2)
- Construction documents are to be prepared by a registered design professional
- No building or structure shall be used or occupied, and no change in the existing
 occupancy classification of a building or structure, or portion thereof shall be made
 until the building official has received an "Affidavit of Code Compliance" stamped
 and signed by the original registered design professional
- Remove Chapter 13 Energy Efficiency
- Ice Barrier Underlayment Required (Ice & Water Shield)