

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  
November 22, 2023  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
  - a) Expiration of Doug Schimke's term on the Port Authority
- 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 November 15, 2023
  - b) Approval of the minutes of the legislative breakfast of November 16, 2023.

- c) Approval of the schedule for the week November 27, 2023
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve Case Number DEV-23-144, replat of Goodness and Mercy Farms
- g) Approve Case Number DEV-23-134/135 Preliminary and Final Plat Bosworth Addition #2

VII. FORMAL BOARD ACTION:

- a) Consider a motion to accept bid by Reece Construction for the replacement of Bridge A-60 on 215<sup>th</sup> Street.
- b) Consider a motion to approve a contract for 2024 trap rock delivery with New Frontier Materials.

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

- a) Kansas Fights Addiction presented by the Leavenworth County Sheriff

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 20, 2023**

**Tuesday, November 21, 2023**

12:00 p.m.      LCPA meeting

**Wednesday, November 22, 2023**

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

**Thursday, November 23, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING**

**Friday, November 24, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

\*\*\*\*\*November 15, 2023 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, November 15, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Clerk; Janet Klasinski, County Clerk; Bill Noll, Infrastructure and Construction Services; Aaron Yoakam, Buildings and Ground; TerriLois Mashburn, Register of Deeds; Ken Miller, City of Lansing, John Richmeier, Leavenworth Times

Residents: Janette Labbee-Holdeman, Linda Johnson, Connie Parish

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Doug Smith recognized the passing of Kent Quarles from Tonganoxie.

Commissioner Doug Smith apologized to staff regarding the comment on the Tonganoxie Annexation.

Commissioner Culbertson spoke about the informational letter regarding LAVTR indicating he will take all calls or emails to avoid any serial meetings or contact.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, November 15, 2023 as presented.***

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

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to adjourn as the Board of County Commissioners and convene as the Board of County Canvassers.***

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

Janet Klasinski reported on the 2023 General Election.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to accept the provisionals as recommended by the County Clerk.***

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

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to adjourn as the Board of County Canvassers and return to our regular session.***

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

Aaron Yoakam presented a renewal contract with Symmetry Energy Solutions for natural gas service at the Cushing Building.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve a contract with Symmetry Energy Solutions for natural gas services at the Cushing Building.***

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



Bill Noll presented a contract with Benesch to allow them to pay Dondlinger Construction for repairs to bridge F-46.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve the agreement with Benesch to allow them to pay Dondlinger Construction directly for the repairs of bridge F-46***

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

Misty Brown presented Resolution 2023-31, amending section 4 (a)(8) of Resolution 2023-24 to allow for additional members to the Juvenile Advisory Board as authorized.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve the resolution as presented.***

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

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to approve Commissioner Stieben and Commissioner Doug Smith to the JCAB Board.***

***Motion passed, 3-0. Commissioners Doug Smith and Stieben abstained.***

Commissioner Kaaz attended the Athena Awards banquet.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to adjourn as the Board of County Commissioners and convene as the Board of County Canvassers.***

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

Ms. Klasinski reported 52 provisionals were counted indicating it made no difference in the races except for Lansing City Council announcing Pete Robinson winning by one vote.

***A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to certify the 2023 General Election.***

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

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn as the Board of County Canvassers and reconvene as the Board of County Commissioners.***

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

Commissioner Kaaz attended the LCDC Annual Meeting. She will attend the Transit Authority meeting this afternoon.

Commissioners Doug Smith, Mike Smith and Culbertson participated in the Veteran's Day Parade.

Commissioner Stieben met with the City Administrator of Tonganoxie.

Commissioner Culbertson attended the Leavenworth City Commission meeting.

Commissioner Mike Smith attended the LCDC Annual meeting.

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

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

The Board adjourned at 9:42 a.m.

\*\*\*\*\*November 16, 2023 \*\*\*\*\*

The Board of County Commissioners met in a legislative breakfast on Thursday, November 16, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator;

Representatives: Jeff Pittman, Tim Johnson, Dave Buehler and Pat Proctor

Elected Officials: Janet Klasinski, Andy Dedeke, TerriLois Mashburn and Todd Thompson

Department Heads: David Van Parys, Jamie Miller, Monica Swigart, Aaron Yoakam, Bob Weber, Connie Harmon, Jamie VanHouten, Tom Cole, John Jacobson and Bill Noll

Also present: Chief Judge Joan Lowdon, Steve Crossland, Jim Sherley, Jennifer Schermbeck, Misty Brown, Holly Pittman, Lisa Haack and John Richmeier

The Board held a Legislative Breakfast to discuss the restoration of Local Ad Valorem Tax Reduction funds, unfunded mandates, changes in the current way property taxation and valuation is calculated and amending legislation requiring water districts to competitively bid projects with current representatives.

The breakfast ended at 9:24 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 27, 2023**

**Tuesday, November 28, 2023**

**Wednesday, November 29, 2023**

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

**Thursday, November 30, 2023**

**Friday, December 1, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS		82.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS		82.79	
								*** VENDOR	4120 TOTAL	165.58
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		1,228.50	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		1,344.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		378.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		1,890.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		105.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		273.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		1,837.50	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		2,012.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		105.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-213	EMS VEH MAINT & SUPPLY		441.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		736.57	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		841.93	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		821.34	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		3,754.10	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		6.30	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		237.87	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		2,218.20	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		5,063.08	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		227.79	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	337748	105687 AP	11/17/2023	3-001-5-05-306	EMS VEH MAINT & SUPPLY		542.73	
								*** VENDOR	1513 TOTAL	24,063.91
20588	ADVANTAGE	ADVANTAGE PRINTING	337749	105688 AP	11/17/2023	3-001-5-19-301	DIST CT ACCT 98 COURT CLERK EN		1,101.00	
282	AITKENS	AITKENS CONTRACTING LLC	337751	105690 AP	11/17/2023	3-001-5-31-290	IRRIGATION BLOW OUT		175.00	
30120	ARTS ARNOL	ARNOLD ARTS	337625	105579 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
30120	ARTS ARNOL	ARNOLD ARTS	337625	105579 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		41.92	
30120	ARTS ARNOL	ARNOLD ARTS	337625	105579 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		100.00	
								*** VENDOR	30120 TOTAL	341.92
30358	BIXBY DENISE	DENISE BIXBY	337626	105580 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30315	BLACK,VICKI	VICKI BLACK	337627	105581 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
609	BOLING CLAUDIA	CLAUDIA BOLING	337628	105582 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
609	BOLING CLAUDIA	CLAUDIA BOLING	337628	105582 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		13.10	
								*** VENDOR	609 TOTAL	213.10
30160	BOUDREAUX MARY	MARY BOUDREAUX	337629	105583 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30199	BRADLEY RACHEL	RACHEL BRADLEY	337630	105584 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
777	BROOKS MARTHA R	MARTHA R BROOKS	337631	105585 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
777	BROOKS MARTHA R	MARTHA R BROOKS	337631	105585 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		16.38	
								*** VENDOR	777 TOTAL	216.38
30366	BROWN RICHARD L	RICHARD L BROWN	337632	105586 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
12035	BROWN STEFANIE	STEFANIE BROWN	337633	105587 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
12035	BROWN STEFANIE	STEFANIE BROWN	337633	105587 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		22.27	
								*** VENDOR	12035 TOTAL	222.27
30191	BRUGMAN LINDA	LINDA BRUGMAN	337634	105588 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
1065	BTX	BTX KS, INC	337752	105691 AP	11/17/2023	3-001-5-07-219	INMATE X-RAYS		468.00	
12044	BURNETT JANET	JANET BURNETT	337635	105589 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
12044	BURNETT JANET	JANET BURNETT	337635	105589 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		32.75	
								*** VENDOR	12044 TOTAL	232.75
30345	BUTLER KELLY	KELLY BUTLER	337636	105590 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
30345	BUTLER KELLY	KELLY BUTLER	337636	105590 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		2.62	
								*** VENDOR	30345 TOTAL	202.62

START DATE: 11/10/2023 END DATE: 11/17/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
36	CAHILL PAT	PATRICK J CAHILL	337753	105692 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
362	CASAD BENJAMIN	BENJAMIN CASAD	337754	105693 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
16271	CHAPMAN ME	MELANIE CHAPMAN	337637	105591 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
16271	CHAPMAN ME	MELANIE CHAPMAN	337637	105591 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	34.06	
16271	CHAPMAN ME	MELANIE CHAPMAN	337637	105591 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
							*** VENDOR	16271 TOTAL	254.06
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	337755	105694 AP	11/17/2023	3-001-5-32-296	01001100496 NOVEMBER JANITORIA	5,860.00	
24029	CLARK BETT	BETTY CLARK	337638	105592 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
24029	CLARK BETT	BETTY CLARK	337638	105592 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	24.37	
24029	CLARK BETT	BETTY CLARK	337638	105592 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	100.00	
							*** VENDOR	24029 TOTAL	324.37
30354	CLARK-SHOEMAKER LYNN	LYNN CLARK-SHOEMAKER	337639	105593 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
751	DAWSON KARIN E	KARIN E DAWSON	337640	105594 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
3433	DEDEKE SHARON	SHARON DEDEKE	337641	105595 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
19950	DENNEY JAN	JANICE M DENNEY	337642	105596 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
12046	DOTY JANN	JANN DOTY	337643	105597 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
30100	ELECTION WORKER	ANNETTE SPRATT	337644	105598 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	BETHANY MAGEE	337645	105599 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	BROCK HUTCHISON	337646	105600 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	100.00	
30100	ELECTION WORKER	CAMALLA LEONHARD	337647	105601 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	CARL JOHNSON	337648	105602 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	CARLOS WILSON	337649	105603 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	100.00	
30100	ELECTION WORKER	CYNTHIA MARTKO	337650	105604 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	DEBRA SNYDER	337651	105605 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	DIANE BOOTH	337652	105606 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	DOUGLAS TYSTAD	337653	105607 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	ELLEN HANNON	337654	105608 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	GINA GARNER	337655	105609 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	GINA GARNER	337655	105609 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	GWEN ERNZEN	337656	105610 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	ISMAEL ARVIZU, JR	337657	105611 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	JAMES BENGTON	337658	105612 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
30100	ELECTION WORKER	JAMES BENGTON	337658	105612 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	JOEL BUCK	337659	105613 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	JOEL BUCK	337659	105613 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	JOHN DONOVAN	337660	105614 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	JOHN DONOVAN	337660	105614 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	JOHN KRUEGER	337661	105615 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
30100	ELECTION WORKER	JOHN KRUEGER	337661	105615 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	JOHN R FOLEY JR	337662	105616 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	JOHN R FOLEY JR	337662	105616 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00	
30100	ELECTION WORKER	KATHLEEN HEIM	337663	105617 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00	
30100	ELECTION WORKER	KATHLEEN HEIM	337663	105617 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	10.48	
30100	ELECTION WORKER	KELLY COLLINS	337664	105618 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	MARGARET SUNDSTROM	337665	105619 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	MARLYN PIERCE	337666	105620 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	MICHAEL SUNDSTROM	337667	105621 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	RON DAVIDS	337668	105622 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	SANDY OLSON	337669	105623 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	SHAORN HUFFMAN	337670	105624 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	SHARON SCHEURER	337671	105625 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	
30100	ELECTION WORKER	TAMA BRZUSTOWICZ	337672	105626 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
30100	ELECTION WORKER	THADDEUS BRZUSTOWICZ	337673	105627 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00
30100	ELECTION WORKER	VALERIE TYSTAD	337674	105628 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		87.50
30100	ELECTION WORKER	VICTORIA DAVIDS	337675	105629 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00
30100	ELECTION WORKER	VIRGINIA BOUZA	337676	105630 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00
							*** VENDOR	30100 TOTAL	5,742.98
86	EVERGY	EVERGY KANSAS CENTRAL INC	337758	105697 AP	11/17/2023	3-001-5-05-215	ELEC SVC EMS 9101		506.75
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.78
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.23
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.77
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.99
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.76
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.96
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.95
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.84
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.01
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.57
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.35
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.89
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.43
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.00
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		30.91
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		35.33
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.41
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.02
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.13
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		33.74
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.50
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.48
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.71
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.09
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.60
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.50
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.05
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.86
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		35.11
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.37
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		38.00
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		34.72
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		31.88
86	EVERGY	EVERGY KANSAS CENTRAL INC	337677	105631 AP	11/15/2023	3-001-5-07-223	ELEC SVC TO SIRENS		32.45
							*** VENDOR	86 TOTAL	1,650.14
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		200.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		200.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		150.00
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438 OCTOBER TRANSPORTS		300.00

START DATE: 11/10/2023 END DATE: 11/17/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#								
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		550.00	
2410	FIRST CALL INC	FIRST CALL INC	337759	105698 AP	11/17/2023	3-001-5-13-211	INV 16438	OCTOBER TRANSPORTS		150.00	
									*** VENDOR	2410 TOTAL	3,350.00
30375	FLACK ABIGAIL	ABIGAIL FLACK	337678	105632 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
656	FLOYD, JAMES	JAMES ANTWONE FLOYD	337760	105699 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		3,000.00	
12034	FRANK JUDY	JUDY FRANK	337679	105633 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		200.00	
12034	FRANK JUDY	JUDY FRANK	337679	105633 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		52.40	
									*** VENDOR	12034 TOTAL	252.40
81	FULLER G	GARY L FULLER ATTY	337761	105700 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		547.50	
30123	GILLASPIE PEGGY	PEGGY GILLASPIE	337680	105634 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
12020	GNAGE, BRENDA J	BRENDA J GNAGE	337681	105635 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
30163	GRISHAM CINDY	CINDY GRISHAM	337682	105636 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
30369	GROGAN SHERRI	SHERRI GROGAN	337683	105637 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		200.00	
30369	GROGAN SHERRI	SHERRI GROGAN	337683	105637 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		20.00	
30369	GROGAN SHERRI	SHERRI GROGAN	337683	105637 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		57.64	
									*** VENDOR	30369 TOTAL	277.64
16080	GT DISTRIBUTORS	GT DISTRIBUTORS	337764	105703 AP	11/17/2023	3-001-5-07-356	LVSO AMMUNITION/SHIPPING			1,775.52	
16080	GT DISTRIBUTORS	GT DISTRIBUTORS	337764	105703 AP	11/17/2023	3-001-5-07-356	LVSO AMMUNITION/SHIPPING			53.00	
									*** VENDOR	16080 TOTAL	1,828.52
30201	GUNNING CORRINE	CORRINE GUNNING	337684	105638 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	337766	105705 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		3,000.00	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		75.00	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		90.00	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		97.50	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		97.50	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		52.50	
671	HARRIS, TERRI	TERRI L HARRIS	337768	105707 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED	ATTORNEY		75.00	
									*** VENDOR	671 TOTAL	487.50
430	HENRY CYNT	CYNTHIA HENRY	337685	105639 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		200.00	
30183	HOPPER JOYCE	JOYCE HOPPER	337686	105640 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
7904	HUBBEL LESLIE	LESLIE HUBBEL	337687	105641 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		200.00	
7904	HUBBEL LESLIE	LESLIE HUBBEL	337687	105641 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		44.54	
									*** VENDOR	7904 TOTAL	244.54
1437	HUFF JACQUELYN K	JACQUELYN K HUFF	337688	105642 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
236	INTERPRETERS	INTERPRETERS INC	337771	105710 AP	11/17/2023	3-001-5-19-221	DIST CT INTERPRETER	10/25/23 (3		164.54	
3420	JOHNSON LINDA	LINDA JOHNSON	337689	105643 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
22614	JOLES VIRG	VIRGINIA JOLES	337690	105644 AP	11/15/2023	3-001-5-49-341	THANK YOU,	ELECTION WORKER!		175.00	
99	JUROR										

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL		4,434.79
30321	KAISER CARLA	CARLA KAISER	337691	105645 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
46	KANSAS COR	KANSAS CORRECTIONAL INDUSTRIES	337818	105757 AP	11/17/2023	3-001-5-07-359	1052001 JAIL SUPPLIES		3,031.40	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	337819	105758 AP	11/17/2023	3-001-5-31-290	08-LVPWD01 LOCATES		2.40	
22063	KETTLER SA	SARAH KETTLER	337692	105646 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30323	KNIPP MEDEANA K	MEDEANA K KNIPP	337693	105647 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30167	KROLL CAROL	CAROL KROLL	337694	105648 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
600	LAND LINDA	LINDA S LAND	337695	105649 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	337820	105759 AP	11/17/2023	3-001-5-07-203	2024 REGISTRATION LVSO		10.00	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	337821	105760 AP	11/17/2023	3-001-5-07-266	OCTOBER HOUSING OF DOGS/CATS P		1,378.12	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337823	105762 AP	11/17/2023	3-001-5-19-301	DIST CT CLERK OFFICE USPPPLIES		895.21	
537	LEAV TIMES	CHERRYROAD MEDIA INC	337824	105763 AP	11/17/2023	3-001-5-19-217	24156 LEGAL NOTICE 23JC69 11/1		38.74	
537	LEAV TIMES	CHERRYROAD MEDIA INC	337824	105763 AP	11/17/2023	3-001-5-19-217	24156 LEGAL NOTICE 23JC030 11/		41.14	
537	LEAV TIMES	CHERRYROAD MEDIA INC	337824	105763 AP	11/17/2023	3-001-5-19-217	24156 LEGAL NOTICE 22JC077 11/		41.14	
537	LEAV TIMES	CHERRYROAD MEDIA INC	337824	105763 AP	11/17/2023	3-001-5-19-217	24156 LEGAL NOTIC E19JC060 11/		44.74	
							*** VENDOR	537 TOTAL		165.76
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	337826	105765 AP	11/17/2023	3-001-5-09-232	OCTOBER COMMITMENT		50.00	
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	337827	105766 AP	11/17/2023	3-001-5-07-208	CUST 11684 LVSO SUBSCR TO 12/2		479.40	
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	337827	105766 AP	11/17/2023	3-001-5-07-208	CUST 11684 LVSO SUBSCR TO 12/2		479.40	
							*** VENDOR	9021 TOTAL		958.80
400	LOHMAN CAROL	CAROL LOHMAN	337696	105650 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30351	LOHMAN WILLIAM	WILLIAM LOHMAN	337697	105651 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
3417	MARSHALL STEPHANIE	STEPHANIE MARSHALL	337698	105652 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
30306	MCLEOD,VERA L	VERA L MCLEOD	337699	105653 AP	11/15/2023	3-001-5-49-341	TRAINING ONLY		20.00	
620	MCMILLEN JOYCE	JOYCE MCMILLEN	337700	105654 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
620	MCMILLEN JOYCE	JOYCE MCMILLEN	337700	105654 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		11.14	
							*** VENDOR	620 TOTAL		211.14
2128	MEYER BEATRICE	BEATRICE MEYER	337701	105655 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		200.00	
2128	MEYER BEATRICE	BEATRICE MEYER	337701	105655 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		3.28	
2128	MEYER BEATRICE	BEATRICE MEYER	337701	105655 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		20.00	
							*** VENDOR	2128 TOTAL		223.28
2129	MEYER MICHAEL D	MICHAEL D MEYER	337702	105656 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!		175.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-02-304	OPL303_K CLERK/ELECTION COPIES		29.03	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES		171.95	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES		244.30	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES	198.05		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES	55.90		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES	44.05		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-07-208	LC00_K LV SHERIFF COPIES	44.95		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-001-5-49-341	OPL303_K CLERK/ELECTION COPIES	17.28		
							*** VENDOR		2059 TOTAL	805.51
2666	MISC REIMBURSEMENTS	FRAN KEPPLER	337703	105657 AP	11/15/2023	3-001-5-49-341	REIM MILEAGE GENERAL ELECTION	150.65		
2666	MISC REIMBURSEMENTS	GLORIA NUSSMAN	337704	105658 AP	11/15/2023	3-001-5-49-341	REIM ELECTION MILEAGE	20.96		
2666	MISC REIMBURSEMENTS	THERESA GRENIER	337705	105659 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	21.48		
							*** VENDOR		2666 TOTAL	193.09
30326	MOORE ELLEN	ELLEN MOORE	337706	105660 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
3410	MORAN TIMOTHY	TIMOTHY MORAN	337707	105661 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00		
3410	MORAN TIMOTHY	TIMOTHY MORAN	337707	105661 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	21.37		
							*** VENDOR		3410 TOTAL	221.37
12029	MOWERY, VIRGINIA	VIRGINIA M MOWERY	337708	105662 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
211	NACO	NATIONAL ASSOCIATION OF COUNTI	337835	105774 AP	11/17/2023	3-001-5-01-203	20103 LEAV CO DUES TO 12/31/24	1,525.00		
1434	NOETH JENELL	JENELL F NOETH	337709	105663 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
3	OTHER COUNTY OFFICE	NEMAHA COUNTY	337618	105578 AP	11/13/2023	3-001-5-01-202	NEK COUNTY OFFICIALS MEETING L	20.00		
3	OTHER COUNTY OFFICE	NEMAHA COUNTY	337618	105578 AP	11/13/2023	3-001-5-02-203	NEK COUNTY OFFICIALS MEETING L	20.00		
3	OTHER COUNTY OFFICE	NEMAHA COUNTY	337618	105578 AP	11/13/2023	3-001-5-04-202	NEK COUNTY OFFICIALS MEETING L	20.00		
3	OTHER COUNTY OFFICE	FAYETTE COUNTY SHERIFF'S OFFIC	337617	105577 AP	11/13/2023	3-001-5-07-219	REIMB RX FOR INMATE HELD FOR E	840.35		
3	OTHER COUNTY OFFICE	NEMAHA COUNTY	337618	105578 AP	11/13/2023	3-001-5-09-202	NEK COUNTY OFFICIALS MEETING L	20.00		
3	OTHER COUNTY OFFICE	NEMAHA COUNTY	337618	105578 AP	11/13/2023	3-001-5-41-211	NEK COUNTY OFFICIALS MEETING L	20.00		
							*** VENDOR		3 TOTAL	940.35
30379	PENEGAR JENNIFER	JENNIFER PENEGAR	337710	105664 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30379	PENEGAR JENNIFER	JENNIFER PENEGAR	337710	105664 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	20.00		
							*** VENDOR		30379 TOTAL	195.00
12024	PIPER KAREN	KAREN PIPER	337711	105665 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30196	PISTORA PEGGY	PEGGY PISTORA	337712	105666 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30184	POWELL DIANA	DIANA POWELL	337713	105667 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
9759	PRICE CHOP	BALL'S FOOD STORES	337839	105778 AP	11/17/2023	3-001-5-19-205	DIST CT JURY SUPPLIES	28.14		
30372	PRICE WILLIAM	WILLIAM PRICE	337714	105668 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00		
30372	PRICE WILLIAM	WILLIAM PRICE	337714	105668 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	45.46		
							*** VENDOR		30372 TOTAL	245.46
21227	PUTTHOFF C	CONSTANCE J PUTTHOFF	337715	105669 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
2612	QUALITY REPORTING	QUALITY REPORTING	337840	105779 AP	11/17/2023	3-001-5-19-251	OCR SVCS JURY TRIAL 2023CR210	672.80		
12010	RUSH KATHY	KATHY RUSH	337716	105670 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00		
12010	RUSH KATHY	KATHY RUSH	337716	105670 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	1.31		
							*** VENDOR		12010 TOTAL	201.31
30302	SCANLON, BETH	BETH SCANLON	337717	105671 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30198	SCHEILZ MAFIE	MAFIE SCHEILZ	337718	105672 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30161	SELANDERS DIANNA M	DIANNA M SELANDERS	337719	105673 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
637	SMITH KATHLEEN	KATHLEEN SMITH	337720	105674 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
30311	SMITH LYN	LYN SMITH	337721	105675 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00		
1793	ST JOHN 956430	ST JOHN HOSPITAL	337845	105784 AP	11/17/2023	3-001-5-07-219	INMATE MEDICAL BILL	83.29		
30376	STANDIFORD	SHARI STANDIFORD	337722	105676 AP	11/15/2023	3-001-5-49-341	THANK YOU	20.00		
6575	STERICYCLE	STERICYCLE, INC	337846	105785 AP	11/17/2023	3-001-5-07-359	CUST 1000809211 MEDICAL WASTE	202.36		
248	SUMMIT FOOD	ELIOR, INC	337847	105786 AP	11/17/2023	3-001-5-07-261	INMATE MEALS	6,197.85		
248	SUMMIT FOOD	ELIOR, INC	337847	105786 AP	11/17/2023	3-001-5-07-261	INMATE MEALS	6,129.54		
248	SUMMIT FOOD	ELIOR, INC	337847	105786 AP	11/17/2023	3-001-5-07-261	INMATE MEALS	6,182.27		
							*** VENDOR		248 TOTAL	18,509.66
30316	TURNER JANE	JANE TURNER	337723	105677 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#									
30316	TURNER JANE	JANE TURNER	337723	105677 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	74.80				
								*** VENDOR	30316 TOTAL	274.80		
3510	UNIFORM ALLOWANCES									*** VENDOR	3510 TOTAL	1,400.00
392	VANDEBILT	VANDEBILT'S	337858	105797 AP	11/17/2023	3-001-5-31-383	10000127 SAFETY BOOTS - BUFFO	165.00				
30378	WAKELEY	BRENDALE WAKELEY	337724	105678 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	87.50				
479	WERRING	FARRIS, FRESH, & WERRING LAW OFF	337859	105798 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	288.00				
479	WERRING	FARRIS, FRESH, & WERRING LAW OFF	337859	105798 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	384.00				
479	WERRING	FARRIS, FRESH, & WERRING LAW OFF	337859	105798 AP	11/17/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	86.00				
								*** VENDOR	479 TOTAL	758.00		
30356	WESTON DAWN	DAWN WESTON	337725	105679 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00				
3414	WILHELM THOMAS	THOMAS WILHELM	337726	105680 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	200.00				
3414	WILHELM THOMAS	THOMAS WILHELM	337726	105680 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	5.24				
								*** VENDOR	3414 TOTAL	205.24		
30305	WILSON MARY SUE	MARY SUE WILSON	337727	105681 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00				
100	WITNESS LIST									*** VENDOR	100 TOTAL	203.21
3427	WITTKOPP CONNIE	CONNIE WITTKOPP	337728	105682 AP	11/15/2023	3-001-5-49-341	THANK YOU, ELECTION WORKER!	175.00				
								TOTAL FUND 001		106,654.71		
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2404	USD 409 AT RISK PROG	USD 409 AT RISK PROGRAM	337856	105795 AP	11/17/2023	3-121-5-00-206	1ST QUARTER P2401-3 REIMB	5,316.15				
2404	USD 409 AT RISK PROG	USD 409 AT RISK PROGRAM	337856	105795 AP	11/17/2023	3-121-5-00-206	1ST QUARTER P2401-3 REIMB	2,000.00				
								*** VENDOR	2404 TOTAL	7,316.15		
								TOTAL FUND 121		7,316.15		
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7098	QUILL CORP	QUILL CORP	337841	105780 AP	11/17/2023	3-126-5-00-321	5645204 COMM CORR OFFICE SUPPL	114.48				
								TOTAL FUND 126		114.48		
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361	HID GLOBAL	HID GLOBAL CORPORATION	337769	105708 AP	11/17/2023	3-130-5-00-2	16602 ANNUAL MAINT CONTRACT TO	1,199.50				
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337830	105769 AP	11/17/2023	3-130-5-00-2	LC00_K LV SHERIFF COPIES	87.14				
								TOTAL FUND 130		1,286.64		
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4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-133-5-00-215	11-9 4013-01993 UNIFORM RENTAL	208.96				
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-133-5-00-215	11-9 4013-01993 UNIFORM RENTAL	236.62				
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-133-5-00-312	11-9 4013-01993 UNIFORM RENTAL	191.46				
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-133-5-00-312	11-9 4013-01993 UNIFORM RENTAL	189.30				
								*** VENDOR	4120 TOTAL	826.34		
571	CONTECH	QUIKRETE HOLDINGS	337756	105695 AP	11/17/2023	3-133-5-00-325	11-25 740886 CULVERTS	4,579.20				
571	CONTECH	QUIKRETE HOLDINGS	337756	105695 AP	11/17/2023	3-133-5-00-325	11-25 740886 CULVERTS	3,663.36				
571	CONTECH	QUIKRETE HOLDINGS	337756	105695 AP	11/17/2023	3-133-5-00-325	11-25 740886 CULVERTS	1,505.10				
								*** VENDOR	571 TOTAL	9,747.66		
86	EVERGY	EVERGY KANSAS CENTRAL INC	337758	105697 AP	11/17/2023	3-133-5-00-251	11-26 ELECTRIC SVC CO SHOP ET	620.19				
86	EVERGY	EVERGY KANSAS CENTRAL INC	337758	105697 AP	11/17/2023	3-133-5-00-251	11-26 ELECTRIC SVC CO SHOP ET	359.16				

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TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
86	EVERGY	EVERGY KANSAS CENTRAL INC	337758	105697 AP	11/17/2023	3-133-5-00-251	11-26 ELECTRIC SVC CO SHOP ET	28.06		
86	EVERGY	EVERGY KANSAS CENTRAL INC	337758	105697 AP	11/17/2023	3-133-5-00-251	11-26 ELECTRIC SVC CO SHOP ET	92.52		
								*** VENDOR	86 TOTAL	1,099.93
191	HOME DEPOT	HOME DEPOT USA	337770	105709 AP	11/17/2023	3-133-5-00-310	11-11 1111680 TOOLS, TORCH KIT	119.40		
191	HOME DEPOT	HOME DEPOT USA	337770	105709 AP	11/17/2023	3-133-5-00-365	11-11 1111680 TOOLS, TORCH KIT	263.91		
191	HOME DEPOT	HOME DEPOT USA	337770	105709 AP	11/17/2023	3-133-5-00-365	11-11 1111680 TOOLS, TORCH KIT	135.96		
								*** VENDOR	191 TOTAL	519.27
537	LEAV TIMES	CHERRYROAD MEDIA INC	337824	105763 AP	11/17/2023	3-133-5-00-208	11-29 30313 PUBLICATION SH-54	12.38		
1780	LEXECO	LEXECO	337825	105764 AP	11/17/2023	3-133-5-00-361	11-24 PUBLIC WORKS - ROCK TO 1	81,382.40		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	337828	105767 AP	11/17/2023	3-133-5-00-360	11-12 95988 FILTERS, INJECTOR	3,311.46		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	337828	105767 AP	11/17/2023	3-133-5-00-360	11-12 95988 FILTERS, INJECTOR	1,016.10		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	337828	105767 AP	11/17/2023	3-133-5-00-360	11-12 95988 FILTERS, INJECTOR	153.62		
								*** VENDOR	232 TOTAL	4,481.18
2666	MISC REIMBURSEMENTS	KYLER HOLLOWAY	337831	105770 AP	11/17/2023	3-133-5-00-203	11-10 REIMB CDL LICENSE TESTIN	13.75		
2666	MISC REIMBURSEMENTS	KYLER HOLLOWAY	337831	105770 AP	11/17/2023	3-133-5-00-203	11-10 REIMB CDL LICENSE TESTIN	2.25		
2666	MISC REIMBURSEMENTS	SCOTT WOOTEN	337833	105772 AP	11/17/2023	3-133-5-00-364	11-23 REIMB SAFETY BOOTS	165.00		
								*** VENDOR	2666 TOTAL	181.00
24	NATIONAL SIGN	NATL SIGN CO INC	337836	105775 AP	11/17/2023	3-133-5-00-363	11-14 KSCLEA SIGN MATERIAL	985.00		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	337837	105776 AP	11/17/2023	3-133-5-00-309	11-15 1960724 TIRES	2,106.24		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	337837	105776 AP	11/17/2023	3-133-5-00-309	11-15 1960724 TIRES	2,106.24		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	337837	105776 AP	11/17/2023	3-133-5-00-309	11-15 1960724 TIRES	672.00		
								*** VENDOR	1123 TOTAL	4,884.48
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	337838	105777 AP	11/17/2023	3-133-5-00-360	11-16 8052255000 RESERVOIR, BR	116.59		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	337838	105777 AP	11/17/2023	3-133-5-00-360	11-16 8052255000 RESERVOIR, BR	93.66		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	337838	105777 AP	11/17/2023	3-133-5-00-360	11-16 8052255000 RESERVOIR, BR	157.29		
								*** VENDOR	418 TOTAL	367.54
7098	QUILL CORP	QUILL CORP	337841	105780 AP	11/17/2023	3-133-5-00-301	11-17 7295538 OFFICE SUPPLIES	725.04		
2107	RHOMAR IND	RHOMAR INDUSTRIES INC	337843	105782 AP	11/17/2023	3-133-5-00-303	11-18 1481 RHOMA-SOL	2,971.07		
632	RWD 8	RURAL WATER DIST NO 8	337844	105783 AP	11/17/2023	3-133-5-00-214	11-28 WATER SVC CO SHOP (2 MET	118.94		
632	RWD 8	RURAL WATER DIST NO 8	337844	105783 AP	11/17/2023	3-133-5-00-214	11-28 WATER SVC CO SHOP (2 MET	407.00		
								*** VENDOR	632 TOTAL	525.94
113	SUMNERONE INC	SUMNERONE INC	337848	105787 AP	11/17/2023	3-133-5-00-301	11-19 50ULC08 COPIES	44.89		
668	TIREHUB	TIREHUB INC	337849	105788 AP	11/17/2023	3-133-5-00-309	11-20 407362 TIRES	292.28		
668	TIREHUB	TIREHUB INC	337849	105788 AP	11/17/2023	3-133-5-00-309	11-20 407362 TIRES	950.94		
								*** VENDOR	668 TOTAL	1,243.22
392	VANDERBILT	VANDERBILT'S	337858	105797 AP	11/17/2023	3-133-5-00-364	11-22 10000127 SAFETY BOOTS -	165.00		
392	VANDERBILT	VANDERBILT'S	337858	105797 AP	11/17/2023	3-133-5-00-364	11-22 10000127 SAFETY BOOTS -	149.99		
392	VANDERBILT	VANDERBILT'S	337858	105797 AP	11/17/2023	3-133-5-00-364	11-22 10000127 SAFETY BOOTS -	165.00		
								*** VENDOR	392 TOTAL	479.99
								TOTAL FUND 133		110,477.33

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203	GREENFEATHER	DANNY SLUSSER AND TERRI RICKET	337763	105702 AP	11/17/2023	3-136-5-00-207	GPS MONITORING	140.00		
7098	QUILL CORP	QUILL CORP	337841	105780 AP	11/17/2023	3-136-5-00-301	5645204 COMM CORR OFFICE SUPPL	38.16		
7098	QUILL CORP	QUILL CORP	337841	105780 AP	11/17/2023	3-136-5-00-321	5645204 COMM CORR OFFICE SUPPL	38.16		
7098	QUILL CORP	QUILL CORP	337841	105780 AP	11/17/2023	3-136-5-00-341	5645204 COMM CORR OFFICE SUPPL	38.16		
								*** VENDOR	7098 TOTAL	114.48
								TOTAL FUND 136		254.48

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4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-137-5-00-203	11-3 4013-01993 UNIFORM RENTAL	96.11		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	337747	105686 AP	11/17/2023	3-137-5-00-203	11-3 4013-01993 UNIFORM RENTAL	89.68		
								*** VENDOR	4120 TOTAL	185.79
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	337757	105696 AP	11/17/2023	3-137-5-00-320	11-4 48309 CASE COUPLINGS, SWI	491.68		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
434	HAMM QUARR	HAMM QUARRIES	337767	105706 AP	11/17/2023	3-137-5-00-312	11-5 300467	ROCK	655.93	
434	HAMM QUARR	HAMM QUARRIES	337767	105706 AP	11/17/2023	3-137-5-00-312	11-5 300467	ROCK	1,259.46	
434	HAMM QUARR	HAMM QUARRIES	337767	105706 AP	11/17/2023	3-137-5-00-312	11-5 300467	ROCK	1,847.60	
434	HAMM QUARR	HAMM QUARRIES	337767	105706 AP	11/17/2023	3-137-5-00-312	11-5 300467	ROCK	401.47	
434	HAMM QUARR	HAMM QUARRIES	337767	105706 AP	11/17/2023	3-137-5-00-312	11-5 300467	ROCK	3,763.59	
								*** VENDOR	434 TOTAL	7,928.05
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	337822	105761 AP	11/17/2023	3-137-5-00-325	11-6 495	BM2	2,673.18	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	337822	105761 AP	11/17/2023	3-137-5-00-325	11-6 495	BM2	1,738.23	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	337822	105761 AP	11/17/2023	3-137-5-00-325	11-6 495	BM2	1,800.33	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	337822	105761 AP	11/17/2023	3-137-5-00-325	11-6 495	BM2	8,910.22	
								*** VENDOR	1351 TOTAL	15,121.96
2666	MISC REIMBURSEMENTS	SCOTT HOELTING	337832	105771 AP	11/17/2023	3-137-5-00-202	11-9 REIMB	ELECTRIC CHARGES FO	300.00	
2666	MISC REIMBURSEMENTS	RICHARD ZULE	337834	105773 AP	11/17/2023	3-137-5-00-202	11-8 REIMB	ELECTRIC CHARGE FOR	300.00	
								*** VENDOR	2666 TOTAL	600.00
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	337837	105776 AP	11/17/2023	3-137-5-00-321	11-7 1960724	TIRES	332.60	
1241	VANCE BROS	VANCE BROS INC	337857	105796 AP	11/17/2023	3-137-5-00-325	11-10 437	SS-1H	7,652.55	
								TOTAL FUND 137		32,312.63
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9271	LANSING CI	CITY OF LANSING	337729	105683 AP	11/15/2023	3-160-5-00-210	SOLID WASTE - WATER SVC		34.80	
								TOTAL FUND 160		34.80
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1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	11,550.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	9,075.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	14,870.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	76,310.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	3,600.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	3,600.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	337866	1731 AP	11/17/2023	3-171-5-05-301	11-2 23CR249	- HRRR SETTLEMENT	3,600.00	
								*** VENDOR	1219 TOTAL	122,605.00
								TOTAL FUND 171		122,605.00
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2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		522.85	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		160.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	337746	105685 AP	11/17/2023	3-174-5-00-210	TOWER HVAC PMI, SVC		160.00	
								*** VENDOR	2138 TOTAL	2,422.85
								TOTAL FUND 174		2,422.85
-----										
361	HID GLOBAL	HID GLOBAL CORPORATION	337769	105708 AP	11/17/2023	3-194-5-00-2	16602 ANNUAL MAINT CONTRACT TO		1,199.50	
								TOTAL FUND 194		1,199.50
-----										
11982	UNIFIED GO	WYANDOTTE CO SHERIFF	337850	105789 AP	11/17/2023	3-195-5-00-3	JUVENILE HOUSING OCTOBER		13,050.00	
11982	UNIFIED GO	WYANDOTTE COUNTY SHERIFF	337851	105790 AP	11/17/2023	3-195-5-00-3	JUVENILE HOUSING - AUGUST 2023		11,550.00	
								*** VENDOR	11982 TOTAL	24,600.00
								TOTAL FUND 195		24,600.00
-----										
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	337842	105781 AP	11/17/2023	3-196-5-00-201	112368 CONFIRMATION TESTS		178.01	
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	337842	105781 AP	11/17/2023	3-196-5-00-201	112368 DRUG TESTING PANELS		1,032.34	
								*** VENDOR	1867 TOTAL	1,210.35

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 196	1,210.35
1659	MIDWEST CARD & ID	MIDWEST CARD & ID	337829	105768 AP	11/17/2023	3-198-5-18-201	LEAVENWORTH MAINT AGREEMENT/TR	750.00	
								TOTAL FUND 198	750.00
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	337819	105758 AP	11/17/2023	3-210-5-00-2	08-LVPWD01 LOCATES	2.40	
								TOTAL FUND 210	2.40
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	337819	105758 AP	11/17/2023	3-212-5-00-2	08-LVPWD01 LOCATES	2.40	
								TOTAL FUND 212	2.40
534	SANDS CONSTRUCTION	SANDS CONSTRUCTION LLC	337730	105684 AP	11/15/2023	3-215-5-12-204	CUSHING PARKING LOT SVC TO 10.	312,170.71	
								TOTAL FUND 215	312,170.71
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	337819	105758 AP	11/17/2023	3-218-5-00-2	08-LVPWD01 LOCATES	1.20	
								TOTAL FUND 218	1.20
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	337750	105689 AP	11/17/2023	3-510-2-00-958	AS905-0001 NOVEMBER VOLUNTARY	2,555.51	
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	337750	105689 AP	11/17/2023	3-510-2-00-958	AS905-0001 NOVEMBER VOLUNTARY	3,255.04	
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	337750	105689 AP	11/17/2023	3-510-2-00-958	AS905-0001 NOVEMBER VOLUNTARY	2,134.58	
								*** VENDOR 760 TOTAL	7,945.13
268	GEN DIGITAL	GEN DIGITAL, INC.	337762	105701 AP	11/17/2023	3-510-2-00-941	1247233 NOVEMBER LIFELOCK PREM	2,178.13	
758	GUARDIAN	THE GUARDIAN LIFE INSURANCE CO	337765	105704 AP	11/17/2023	3-510-2-00-961	SHORT TERM DISABILITY NOV PREM	9,180.88	
								TOTAL FUND 510	19,304.14
								TOTAL ALL CHECKS	742,719.77

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	106,654.71
121	JUVENILE JUSTICE AUTHORITY	7,316.15
126	COMM CORR ADULT	114.48
130	CCH PERMITS	1,286.64
133	ROAD & BRIDGE	110,477.33
136	COMM CORR JUVENILE	254.48
137	LOCAL SERVICE ROAD & BRIDGE	32,312.63
160	SOLID WASTE MANAGEMENT	34.80
171	S TAX CAP RD PROJ: BONDS	122,605.00
174	911	2,422.85
194	VIOLENT OFFENDERS	1,199.50
195	JUVENILE DETENTION	24,600.00
196	DRUG TEST & SUPERVISION FEES	1,210.35
198	SPECIAL GRANTS	750.00
210	SEWER DISTRICT 1: HIGH CREST	2.40
212	SEWER DISTRICT 2: TIMBERLAKES	2.40
215	CAPITAL IMPROVEMENTS	312,170.71
218	SEWER DIST #5	1.20
510	PAYROLL CLEARING	19,304.14
	TOTAL ALL FUNDS	742,719.77

**Consent Agenda 11/22/2023**  
**Checks dated 11/10 - 11/17**

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

**Leavenworth County  
Request for Board Action  
Case No. DEV-23-144  
Replat of Goodness and Mercy Farms**

**Date: November 30, 2023**  
**To: Board of County Commissioners**  
**From: Planning & Zoning Staff**

**Department Head Review: John Jacobson, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Request is for a Re-plat approval to join the property located at 00000 246<sup>th</sup> Street & 17724 246<sup>th</sup> Street (206-14-0-00-00-012.00 & 011.00) as Lot 1 of GOODNESS AND MERCY FARMS REPLAT OF VALLEY VIEW LOT 2 & 3.

**Analysis:** The applicant is proposing to replat two previously platted 4.70-acre parcels into one approximately-10-acre lot. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County

Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. Lot 1 will be approximately 10 acres in size. The lot meets the requirements for the RR-5 zoning district.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No.DEV-23-144, a Replat for Goodness and Mercy Farms subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-23-144, Replat of Goodness and Mercy Farm, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-23-144, a Replat for Goodness and Mercy Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-23-144, Replat for Goodness and Mercy Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**  
\$0.00

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


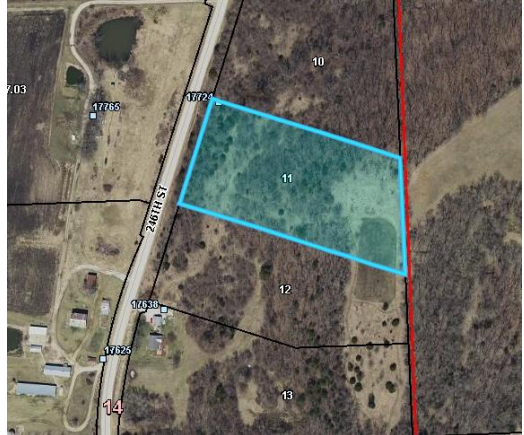


**LEAVENWORTH COUNTY  
PLANNING COMMISSION**

STAFF REPORT

CASE NO: DEV-23-144 GOODNESS & MERCY FARMS  
REPLAT OF VALLEY VIEW SUBDIVISION LOTS 2 & 3

November 8, 2023

<p><b>REQUEST: <i>Consent Agenda</i></b>  <input type="checkbox"/> Preliminary Plat                      Final Plat  <input checked="" type="checkbox"/> Replat</p>	<p><b>STAFF REPRESENTATIVE:</b>                  JOHN JACOBSON                  DIRECTOR</p>
<p><b>SUBJECT PROPERTY:</b> 17724 246<sup>TH</sup> St., Tonganoxie, KS 66086, Valley View Subdivision, Lots 2 &amp; 3.</p> 	<p><b>APPLICANT/APPLICANT AGENT:</b>                  JOE HERRING                  HERRING SURVEYING</p> <p><b>PROPERTY OWNER:</b>                  SONIA TANN                  10204 WEST 54<sup>TH</sup> TERR                  TONGANOXIE, KS 66086</p> <p><b>CONCURRENT APPLICATIONS:</b>                  NONE</p> <p align="center"><b>LAND USE</b></p> <p>ZONING: RR 5                  FUTURE LAND USE:                  RURAL RESIDENTIAL 2.5 ACRES</p>
<p><b>LEGAL DESCRIPTION:</b>                  TRACT I: Lot 2, FINAL PLAT VALLEY VIEW, a tract of land in the South Half of the Northeast Quarter, Section 14, Township 11 South, Range 20 East of the 6th P.M., in Leavenworth County Kansas.                  TRACT II: Lot 3, FINAL PLAT VALLEY VIEW, a tract of land in the South Half of the Northeast Quarter, Section 14, Township 11 South, Range 20 East of the 6th P.M., in Leavenworth County Kansas.</p>	<p>SUBDIVISION: VALLEY VIEW LOT 2/3                  FLOODPLAIN: N/A</p>
<p><b>STAFF RECOMMENDATION:</b> APPROVAL</p>	<p align="center"><b>PROPERTY INFORMATION</b></p>
<p><b>ACTION OPTIONS:</b></p> <ol style="list-style-type: none"> <li>1. Recommend approval of Case No. DEV-23-144 RE-Plat for GOODNESS AND MERCY FARMS, to the Board of County Commission, with or without conditions; or</li> <li>2. Recommend denial of Case No. DEV-23-144 RE-Plat for GOODNESS AND MERCY FARMS, to the Board of County Commission for the following reasons; or</li> <li>3. Continue the hearing to another date, time, and place.</li> </ol>	<p>PARCEL SIZE: 10 Acres</p> <p>PARCEL ID NO: 206-14-0-00-00-012.00 &amp; 013.00</p> <p>BUILDINGS: N/A</p>
<p><b>PROJECT SUMMARY:</b>                  Request for a Re-plat approval to join the property located at 00000 246<sup>th</sup> Street &amp; 17724 246<sup>th</sup> Street (206-14-0-00-00-012.00 &amp; 011.00) as Lots 1 of GOODNESS AND MERCY FARMS REPLAT OF VALLEY VIEW LOT 2 &amp; 3.</p>	<p>ACCESS/STREET:                  246<sup>TH</sup> STREET - COUNTY COLLECTOR,                  PAVED ± 24’;</p>
<p><b>Location Map:</b></p> 	<p align="center"><b>UTILITIES</b></p> <p>SEWER: PRIVATE SEPTIC SYSTEM                  FIRE: TONGANOXIE                  WATER: RWD 13                  ELECTRIC: FREESTATE</p> <p align="center"><b>NOTICE &amp; REVIEW:</b></p> <p>STAFF REVIEW:                  10/19/2023</p> <p>NEWSPAPER NOTIFICATION:                  N/A</p> <p>NOTICE TO SURROUNDING                  PROPERTY OWNERS:                  N/A</p>

<b>STANDARDS TO BE CONSIDERED:</b>			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		<b>Met</b>	<b>Not Met</b>
35-40	<b>Preliminary Plat Content</b>	N/A	
40-20	<b>Final Plat Content</b>	X	
41-6	<b>Access Management</b>	X	
41-6.B.a-c.	<b>Entrance Spacing</b>	X	
41-6.C.	<b>Public Road Access Management Standards</b>	X	
43	<b>Cross Access Easements</b>	N/A	
50-20	<b>Utility Requirements</b>	X	
50-30	<b>Other Requirements</b>	X	
50-40	<b>Minimum Design Standards</b>	X	
50-50	<b>Sensitive Land Development</b>	N/A	
50-60.	<b>Dedication of Reservation of Public Sites and Open Spaces</b>	N/A	

**STAFF COMMENTS:**

The applicant is proposing to replat two previously platted 4.70-acre parcels into one approximately-10-acre lot. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 1). Lots 1 will be approximately 10 acres in size. The lot meets the requirements for the RR-2.5 zoning district. The platted access points meet the Access Management Policy. Staff is generally in support.

**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. The developer must comply with the following memorandums/emails:
  - a. Email – Amanda Tarwater, FreeState, dated October 20, 2023
  - b. Email - RWD 13, - NO RESPONSE
  - c. Email – Timothy Smith, Tonganoxie FD, dated October 19, 2023
  - d. Email – Mitch Pleak, Olsson, dated October 20, 2023
  - e. Email – Daniel Baumchen, County Surveyor, dated October 31,2023

**ATTACHMENTS:**

- A: Application
- B: Narrative
- C: Memorandums



# GOODNESS AND MERCY FARM

A Replat of Lots 2 and 3, VALLEY VIEW SUBDIVISION, in the Northeast Quarter of Section 14, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Sonia V. Tann  
17724 246th Street  
Tonganoxie, KS 66086  
PID # 206-14-0-00-011 & 012

**CERTIFICATION AND DEDICATION**  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: GOODNESS AND MERCY FARM.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of GOODNESS AND MERCY FARM, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sonia V. Tann

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a notary public in and for said County and State came Sonia V. Tann, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

**NOTARY PUBLIC**  
My Commission Expires: \_\_\_\_\_ (seal)

**APPROVALS**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of GOODNESS AND MERCY FARM this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Secretary: John Jacobson  
Chairman: Marcus Majure

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

County Engineer - Mitch Pleak

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of GOODNESS AND MERCY FARM this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

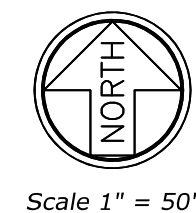
Chairman: Vicky Kaaz  
County Clerk: Janet Klasinski

**REGISTER OF DEED CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

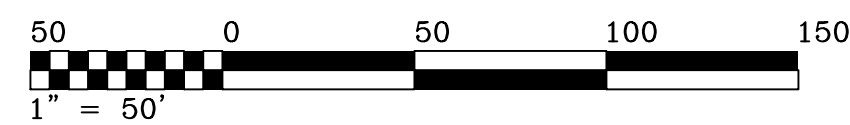
I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Baumchen, PS#1363  
County Surveyor



Scale 1" = 50'

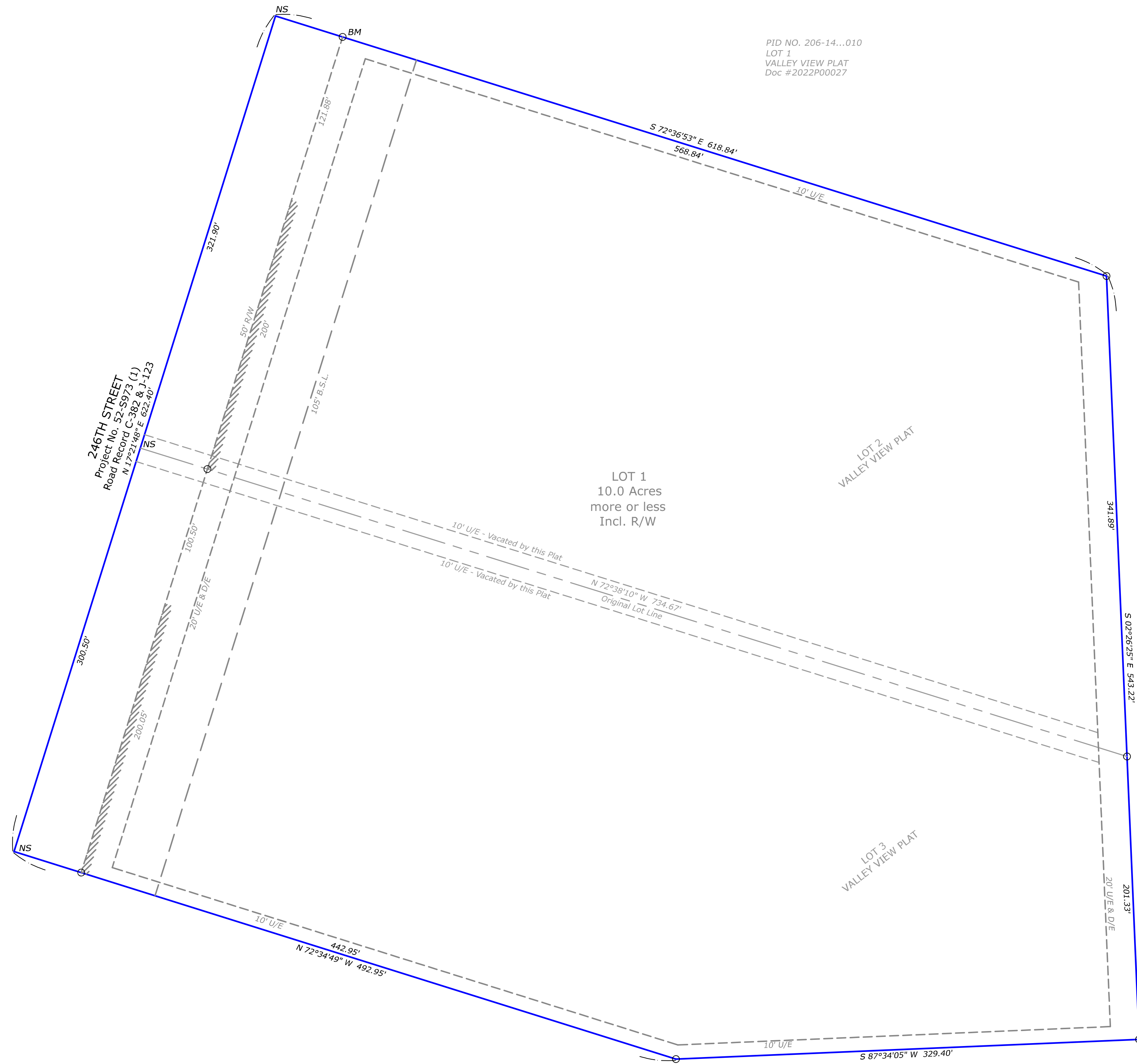
Job # K-23-1723  
October 14, 2023 Rev. 10/31/23  
J. Herring, Inc. (dba)  
HERRING SURVEYING & COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5361  
Email - survey@eamcash.com



RECORD DESCRIPTION: Doc # 2023R02620

TRACT I:  
Lot 2, Final Plat Valley View, a tract of land in the South Half of the Northeast Quarter, Section 14, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

TRACT II:  
Lot 3, Final Plat Valley View, a tract of land in the South Half of the Northeast Quarter, Section 14, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.



PID NO. 206-14...010  
LOT 1  
VALLEY VIEW PLAT  
Doc #2022P00027

PID NO. 206-13...005

PID NO. 206-14...013  
LOT 4  
VALLEY VIEW PLAT  
Doc #2022P00027

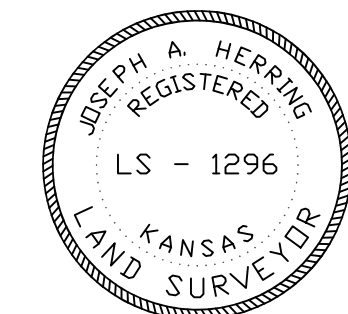


- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
  - - 1/2" Rebar Found Cap LPE CLS-63, unless otherwise noted.
  - - Concrete Base around Point
  - △ - PK Nail Found in Place
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement
  - BM - Benchmark
  - NS - Not Set this survey per agreement with client
  - A - Arc Distance
  - R - Arc Radius
  - B - Chord Bearing
  - C - Chord Distance
  - //// - No Vehicle Entrance Access
  - NS - Not Set this survey per agreement with client

**ZONING:**  
RR 5 - Rural Residential 5

- NOTES:**
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - 1 : 702623, 10.0 Acres, more or less, Incl. R/W
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Proposed Lots for Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Project Benchmark (BM) - NW COR LOT 2 - VALLEY VIEW - 943'
  - 11) Reference Recorded Deed Doc # 2023R02620
  - 12) Utility Companies -
    - Water - RWD #13
    - Electric - Freestate
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 13) Performed without the benefit of a title commitment.
  - 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0300G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 15' (Accessory - 15')
    - All rear yard setbacks - 40' (Accessory - 15')
  - 16) Existing Structures, if any, not shown hereon.
  - 17) Easements as per referenced recorded plat - VALLEY VIEW
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:
    - VALLEY VIEW PLAT - Doc # 2022P00027
    - J.A.Herring Survey Doc # 2016S032

- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
  - 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 6) No off-plat restrictions.



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of September through October 2023 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

## Sloop, Stephanie

---

**From:** Mitch Pleak <mpleak@olsson.com>  
**Sent:** Friday, October 27, 2023 6:51 AM  
**To:** Johnson, Melissa  
**Cc:** Noll, Bill; McAfee, Joe; PZ  
**Subject:** RE: DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3  
**Attachments:** K-23-1723 Tann FINAL GOODNESS MERCY Rev 10-26-23.pdf

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

Melissa,  
The FP has been reviewed. No comment. Review is attached.

Thanks,

Mitch Pleak

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Thursday, October 26, 2023 9:57 AM  
**To:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Cc:** Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcafee@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>; PZ <PZ@leavenworthcounty.gov>  
**Subject:** Re: DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

### This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Please see attached revisions and comments below:

#### PZ Comments

BSL requests to show linework. Historically the Front B.S.L. is shown other linework is noted hereon - did not show additional linework.

Entrance - Hatching is per the recorded plat that was accepted last year.

#### Survey Comments:

Item No. 2 - Right of way line and new calculations with right of way - are we stating that the Road is Fee Simple and should not be included in the property. If so, it appears that the previous plat included the right of way in their 5 acre lots (zone 5 acres). Please advise.

Thank you - Joe Herring

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**From:** [Amanda Tarwater](#)  
**Sent:** Friday, October 20, 2023 2:49 PM  
**To:** [Johnson, Melissa](#)  
**Subject:** RE: DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

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

FreeState has no objection to this request.

Side note: Ms. Tann has reached out a few months ago to establish service to a home they plan/or are building here. We gave her estimates and haven't heard anything back.

**Amanda Tarwater**  
Member Accounts Coordinator



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

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**From:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Sent:** Tuesday, October 17, 2023 11:51 AM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Chief1860@ttrfd.com' <Chief1860@ttrfd.com>; Amanda Tarwater <amanda.tarwater@freestate.coop>; 'niki@jfrwd13.com' <niki@jfrwd13.com>; 'jeffrwd13@hughes.net' <jeffrwd13@hughes.net>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

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

The Department of Planning & Zoning has received an application regarding Goodness and Mercy Farms a Replat of Valley View Sub., Lot 2 & 3.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by October 25, 2023.

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

Thank you,

**From:** [Timothy Smith](#)  
**Sent:** Thursday, October 19, 2023 11:02 AM  
**To:** [Johnson, Melissa](#)  
**Subject:** Re: DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

---

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

The Tonganoxie Township Fire Department has no issues with this request.

On Tue, Oct 17, 2023 at 11:51 AM Johnson, Melissa <[MJohnson@leavenworthcounty.gov](mailto:MJohnson@leavenworthcounty.gov)> wrote:

The Department of Planning & Zoning has received an application regarding Goodness and Mercy Farms a Replat of Valley View Sub., Lot 2 & 3.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by October 25, 2023.

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

Thank you,

Melissa Johnson

Planner I

Leavenworth County

Planning & Zoning Department

Leavenworth County Courthouse

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465



**From:** [Anderson, Kyle](#)  
**Sent:** Tuesday, October 17, 2023 12:43 PM  
**To:** [Johnson, Melissa](#)  
**Subject:** RE: DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

---

Prior to the applicant taking ownership of the properties, it was discovered that plastic culverts were installed on the permitted entrances. A violation letter was sent out and the culverts were replaced with galvanized steel as required. There are no current violations on these properties.

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

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

---

**From:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Sent:** Tuesday, October 17, 2023 11:51 AM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Chief1860@ttrfd.com' <Chief1860@ttrfd.com>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'niki@jfrwd13.com' <niki@jfrwd13.com>; 'jeffrwd13@hughes.net' <jeffrwd13@hughes.net>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** DEV-23-144, Goodness and Mercy Farm Replat of Valley View Lot 2&3

The Department of Planning & Zoning has received an application regarding Goodness and Mercy Farms a Replat of Valley View Sub., Lot 2 & 3.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by October 25, 2023.

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

Thank you,

*Melissa Johnson*

Planner I  
Leavenworth County  
Planning & Zoning Department  
Leavenworth County Courthouse

**Leavenworth County  
Request for Board Action  
Case No. DEV-23-134/135  
Preliminary & Final Plat Bosworth Addition #2**

**Date: November 22, 2023**  
**To: Board of County Commissioners**  
**From: Planning & Zoning Staff**

**Department Head Review: John Jacobson, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Request for a preliminary and final plat approval to join the property located at 00000 Morning Deer Road, Lot 12 and 00000 170<sup>th</sup> Street (235-16-0-00-00-005.00 and 232-09-0-00-00-021.00) as Lot 1 of Bosworth Addition No 2. Approximately 15.03 Acres

**Analysis:** The applicant is proposing to join two parcels, by replatting all of lot 12 of Morning Deer Farms Subdivision, a 4.53-acre lot and a 10.20-acre tract South of this lot. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. Once combined, Lots 1 will be approximately 15.03 acres in size. The lot meets the minimum requirements for the RR-2.5 and meets the standards set forth in the Leavenworth County Zoning Subdivision Regulations.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No.DEV-23-134/135, Preliminary and Final Plat for Bosworth Addition #2 subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-23-134/135, Preliminary and Final Plat for Bosworth Addition #2, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-23-134/135, Preliminary and Final Plat for Bosworth Addition #2, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-23-134/135, Preliminary and Final Plat for Bosworth Addition #2, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested: \$0.00**

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



**LEAVENWORTH COUNTY  
PLANNING COMMISSION**

STAFF REPORT

CASE NO: DEV-23-134 & 23-135 BOSWORTH ADDITION NO. 2

November 8, 2023

**REQUEST: *Consent Agenda***

Preliminary Plat                       Final Plat

**STAFF REPRESENTATIVE:**

JOHN JACOBSON  
DIRECTOR

**SUBJECT PROPERTY:** 00000 MORNING DEER ROAD, LINWOOD, KANSAS 66052



**APPLICANT/APPLICANT AGENT:**

AUSTIN THOMPSON  
ATLAS LAND CONSULTING

**PROPERTY OWNER:**

MICHAEL & BARBARA BOSWORTH  
17161 Morning Deer Road  
Linwood, KS 66052

**CONCURRENT APPLICATIONS:**

NONE

**LAND USE**

ZONING: RR 2.5

FUTURE LAND USE DESIGNATION:  
Rural Residential 2.5

**LEGAL DESCRIPTION:** All of Lot 12, Morning Deer Farms Subdivision and a tract of land in the North Half of the Northwest Quarter of Section 16, Township 12 South, Range 22 East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: Morning Deer Farm Subdivision Lot 12 and one Un-platted Tract.

FLOODPLAIN: N/A

**STAFF RECOMMENDATION:** APPROVAL

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-23-134 & 135, Preliminary & Final Plat for Bosworth Addition No 2, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-23-134 & 135, Preliminary & Final Plat for Bosworth Addition No 2, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 15.03 ACRES

PARCEL ID NO:  
232-09-0-00-00-021.00 &  
235-16-0-00-00-005.00

BUILDINGS:  
1 AGRICULTURAL BUILDING

**PROJECT SUMMARY:**

Request for a preliminary and final plat approval to join the property located at 00000 Morning Deer Road, Lot 12 and 00000 170<sup>th</sup> Street (235-16-0-00-00-005.00 and 232-09-0-00-00-021.00) as Lot 1 of Bosworth Addition No 2.

ACCESS/STREET:  
Morning Deer Road - COUNTY Local,  
PAVED ± 20’;

Location Map: (021 & 005)



SEWER: PRIVATE SEPTIC SYSTEM

FIRE: SHERMAN

WATER: RWD #7

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW:  
10/19/2023

NEWSPAPER NOTIFICATION:  
N/A

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
N/A

<b>STANDARDS TO BE CONSIDERED:</b>			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		<b>Met</b>	<b>Not Met</b>
35-40	<b>Preliminary Plat Content</b>	X	
40-20	<b>Final Plat Content</b>	X	
41-6	<b>Access Management</b>	X	
41-6.B.a-c.	<b>Entrance Spacing</b>	X	
41-6.C.	<b>Public Road Access Management Standards</b>	X	
43	<b>Cross Access Easements</b>	N/A	
50-20	<b>Utility Requirements</b>	X	
50-30	<b>Other Requirements</b>	X	
50-40	<b>Minimum Design Standards</b>	X	
50-50	<b>Sensitive Land Development</b>	N/A	
50-60.	<b>Dedication of Reservation of Public Sites and Open Spaces</b>	N/A	

**STAFF COMMENTS:**

The applicant is proposing to join two parcels, by replatting all of lot 12 of Morning Deer Farms Subdivision, a 4.53-acre lot and a 10.20-acre tract South of this lot. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 1). Once combined, Lots 1 will be approximately 15.03 acres in size. The lot meets the minimum requirements for the RR-2.5 zoning district. Staff is generally in support.

**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. The developer must comply with the following memorandums:
  - a. Email – Kyle Burkhardt, Evergy, dated September 28, 2023
  - b. Email - RWD 7-Jalayne Turner, dated August 29, 2023
  - c. Email – Dylan Ritter, Assistant Chief – Sherman FD, dated August 25, 2023
  - d. Memo – Chuck Magaha, Emergency Management, dated September 29, 2023

**ATTACHMENTS:**

- A: Application
- B: Narrative
- C: Memorandums

**PRELIMINARY PLAT APPLICATION**  
 Leavenworth County Planning and Zoning Department  
 300 Walnut St., Suite 212  
 Leavenworth, Kansas  
 913-684-0465

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

<b>APPLICANT/AGENT INFORMATION</b>	<b>OWNER INFORMATION</b>
NAME: AUSTIN THOMPSON - ATLAS LAND CONSULTING	NAME: MICHEL & BARBARA BOSWORTH
MAILING ADDRESS: 14500 PARALLEL RD UNIT R	MAILING ADDRESS 17161 MORNING DEER RD, Linwood, KS 66052
CITY/ST/ZIP: BASEHOR, KS 66007	CITY/ST/ZIP _____
PHONE: 913-702-8916	PHONE: _____
EMAIL : AUSTIN@ALCONSULT-LLC.COM	EMAIL MULEMANMIKE@CENTURYLINK.NET

**GENERAL INFORMATION**

Proposed Subdivision Name: BOSWORTH ADDITION #2

Address of Property: PARCEL R30079 & R30381

PID: \_\_\_\_\_ Urban Growth Management Area: \_\_\_\_\_

SUBDIVISION INFORMATION		
Gross Acreage: 15 ACRES	Number of Lots: 1	Minimum Lot Size: 15 ACRES
Maximum Lot Size: 15 ACRES	Proposed Zoning: RR 2.5	Density:
Open Space Acreage:	Water District: RWD #7	Proposed Sewage: SEPTIC
Fire District:	Electric Provider: EVERGY	Natural Gas Provider: PROPANE
Covenants: <input type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <i>Local - Collector - Arterial - State - Federal</i>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

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

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Barbara Bosworth Date: 8-29-23

**ATTACHMENT A**



SEP 27 2023

~~#525.00~~  
~~\*Hard Copy Big~~  
~~\*Utilities~~  
~~\*Pre Plat App.~~

134/135

**FINAL PLAT APPLICATION**

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

235-16  
232-09

005.00  
021.00

Atlas  
**SCANNED**

Office Use Only  
 Township: Sherman Planning Commission Meeting Date: \_\_\_\_\_  
 Case No. DEV-23- Date Received/Paid: \_\_\_\_\_  
 Zoning District RR 2.5 Comprehensive Plan Land Use Designation: \_\_\_\_\_

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>AUSTIN THOMPSON - ATLAS LAND CONSULTING</u>	NAME: <u>MICHEL &amp; BARBARA BOSWORTH</u>
MAILING ADDRESS: <u>14500 PARALLEL RD UNIT R</u>	MAILING ADDRESS: <u>17161 MORNING DEER RD, Linwood, KS 66052</u>
CITY/ST/ZIP: <u>BASEHOR, KS 66007</u>	CITY/ST/ZIP: _____
PHONE: <u>913-702-8916</u>	PHONE: _____
EMAIL: <u>AUSTIN@ALCONSULT-LLC.COM</u>	EMAIL: <u>mulemanmike@centurylink.net</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: BOSWORTH ADDITION #2  
 Address of Property: PARCEL R30079 & R30381  
 PID: \_\_\_\_\_ Urban Growth Management Area: \_\_\_\_\_

SUBDIVISION INFORMATION		
Gross Acreage: <u>15 ACRES</u>	Number of Lots: <u>1</u>	Minimum Lot Size: <u>15 ACRES</u>
Maximum Lot Size: <u>15 ACRES</u>	Proposed Zoning: <u>RR 2.5</u>	Density: _____
Open Space Acreage: _____	Water District: <u>RWD #7</u>	Proposed Sewage: <u>SEPTIC</u>
Fire District: _____	Electric Provider: <u>EVERGY</u>	Natural Gas Provider: <u>PROPANE</u>
Covenants: <input type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
Cross-Access Easement Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No		

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

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Barbara Bosworth Date: 8-29-23



OWNER AUTHORIZATION

I/WE Michael & Barbara Bosworth, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 29 day of August, 2023, make the following statements, to wit:

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

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

Michael E Bosworth  
Owner

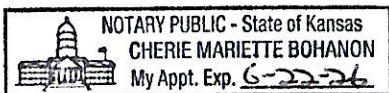
Barbara Bosworth  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH Johnson County

The foregoing instrument was acknowledge before me on this 29<sup>th</sup> day of Aug, 2023

by Cherie Mariette Bohanon

My Commission Expires:



Cherie Mariette Bohanon  
Notary Public

ATTACHMENT B

# GUARANTEE LAND TITLE OF LEAVENWORTH, INC.

400 DELAWARE, LEAVENWORTH, KS  
682.0200

FROM

## DEED - GENERAL WARRANTY, JOINT TENANCY

TO

THIS DEED, Made this 23rd day of December 19 86, between SUSAN ELAINE HARTMAN, formerly known as Susan Elaine Hall, and THOMAS E. HARTMAN, husband and wife

Entered in Transfer Record in my office, this 23 day of December 19 86

*Larry E. Sweeney*  
County Clerk.

of Leavenworth County, in the State of Kansas as first parties, and MICHAEL BOSWORTH AND BARBARA BOSWORTH, husband and wife

STATE OF KANSAS

County, ss.

This instrument was filed for record on the day of

19, at o'clock M., and duly recorded in Book of Deeds, at page

of Leavenworth County, in the State of Kansas as joint tenants with the right of survivorship and not as tenants in common, as second parties.

Registrar of Deeds.

WITNESSETH: In consideration of the sum of Ten Dollars (\$10.00) and no/ 100 Dollars

By \_\_\_\_\_ Deputy.

and OTHER GOOD & VALUABLE CONSIDERATIONS the receipt of which is hereby acknowledged, first parties hereby convey and warrant unto second parties, as joint tenants with the right of survivorship and not as tenants in common, all the following described real estate situated in the County of Leavenworth State of Kansas, to wit:

FEES  
Registrar of Deeds for recording, \$  
County Clerk, for transfer, \$  
Total, \$

The West half of the North half of the Northeast Quarter of the Northwest Quarter of Section 16, Township 12, Range 22, less that part used for public road.

**SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY.**

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, as joint tenants, the survivor to take the whole estate. First parties, for themselves, their heirs, executors and administrator, do hereby covenant, promise and agree to and with second parties that at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above described premises together with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, estates, taxes, assessments and incumbrances of what nature or kind soever, except:

and that they will WARRANT AND FOREVER DEFEND the same unto second parties, as joint tenants with the right of survivorship and not as tenants in common, and the heirs and assigns of the survivor of them, against first parties, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, first parties, have hereunto set their hands, the day and year first above written.

*Thomas E. Hartman*  
Thomas E. Hartman

*Susan Elaine Hartman*  
Susan Elaine Hartman

STATE OF Kansas, Leavenworth COUNTY, ss. BE IT REMEMBERED, That on this 23rd day of December, 19 86, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jo Anne Simanowitz, wife of Thomas E. Hartman and Thomas E. Hartman, husband and wife

JO ANNE SIMANOWITZ  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 2-21-92

who are personally known to me to be the same persons who executed the foregoing deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires (Seal)

2-21

19 92

*Jo Anne Simanowitz*  
Notary Public

BOOK 602 PAGE 1075

STATE OF KANSAS  
COUNTY OF LEAVENWORTH } SS  
FILED FOR RECORD }

1985 DEC 23 P 12: 18 65

*Dora J. Carner*  
DORA J. FARMER  
REGISTER OF DEEDS

*Myra Ann Davis* DEP.

**Warranty Deed**

JOINT TENANCY

FROM

TO

533

GUARANTEE LAND TITLE OF LEAVENWORTH, INC.  
P.O. BOX 166 - 400 DELAWARE  
LEAVENWORTH, KANSAS 66048

Form 704 - 6/84

# Kansas Warranty Deed

This Indenture, Made this 19th day of July A. D., One Thousand  
Nine Hundred SEVENTY EIGHT by and between  
ARLIE J. REGIER and CORNELIA REGIER, husband and wife

of Johnson County, in the State of KANSAS of the first part, and  
MICHAEL E. BOSWORTH and BARBARA ANN BOSWORTH, husband and wife

of LEAVENWORTH County, in the State of KANSAS of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum  
of GOOD AND VALUABLE CONSIDERATION AND TEN AND NO/100----- DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey  
unto the said parties of the second part, their heirs and assigns, all the following described  
real estate, situated in the County of LEAVENWORTH and State of Kansas, to-wit:

Lot twelve (12), MORNING DEER FARMS SUBDIVISION,  
Leavenworth County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said

Arlie J. Regier and Cornelia Regier, for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

ARLIE J. REGIER and CORNELIA REGIER

and that they will warrant and forever defend the same unto the said parties of the second part, their heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

*Arlie J. Regier*  
ARLIE J. REGIER  
*Cornelia Regier*  
CORNELIA REGIER



KANSAS ACKNOWLEDGMENT

STATE OF KANSAS

County of JOHNSON

BE IT REMEMBERED, That on this 19 day of July A.D., 19 78 before me, the undersigned, a Notary Public in and for said County and State, came Arlie J. Regier and Cornelia Regier, husband and wife who are personally known to me to be the same person. who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

John D. Beverlin
Notary Public
Seal: JOHN D. BEVERLIN, Notary Public, Leavenworth, Kansas

My commission expires 7-16 19 82

KANSAS ACKNOWLEDGMENT

STATE OF

County of

BE IT REMEMBERED, That on this day of A.D., 19 before me, the undersigned, a Notary Public in and for said County and State, came who personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires 19

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this 21st day of July, 19 78

Larry G. Schaefer
County Clerk

STATE OF KANSAS,

County, ss.

Received for Record on the day of 19, at o'clock M., and duly Recorded in Book of at Page

Register of Deeds.

Fee, \$

60

McCaffree - Short Title Company, Inc.

FOURTH AND DELAWARE STREETS
LEAVENWORTH, KANSAS 66048

Bozward

STATE OF KANSAS
COUNTY OF LEAVENWORTH
FILED FOR RECORD

1978 JUL 21 PM 1 07

Dora J. Farmer

DORA J. FARMER
REGISTER OF DEEDS

BY DEP.

BOOK 536 PAGE 241

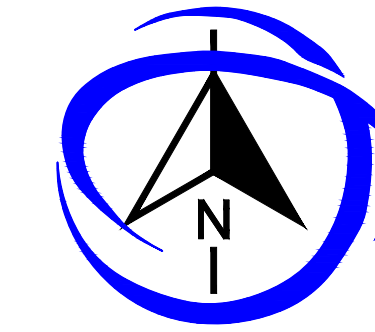
Wm Caspary ally
1006 Grand
KC, Mo, 64106

X

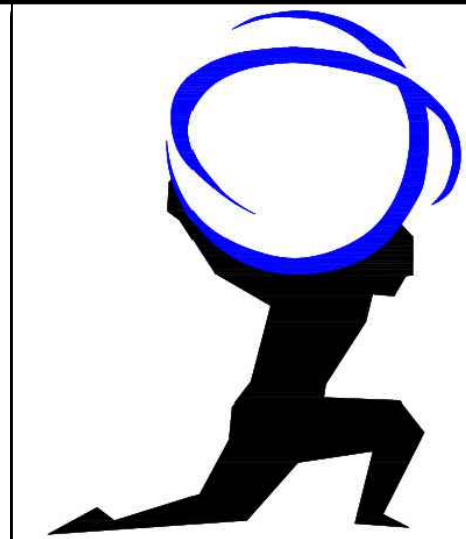


# BOSWORTH ADDITION NO. 2

A REPLAT OF ALL OF LOT 12, MORNING DEER FARMS SUBDIVISION AND A TRACT OF LAND IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 22 EAST, OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS



UTILITIES  
EVERGY - 800-383-1183  
RURAL WATER DISTRICT 7 - 913-856-7375



KS ENG. COA. #3115  
KS SUR. COA. #361  
MO ENG. COA. #002014084  
MO SUR. COA. #002014311

## ALC

ATLAS LAND CONSULTING  
SURVEYING | ENGINEERING | DRONE | CAD  
913-702-5073  
14500 Parallel Road, Unit R, Basehor, KS 66007  
ANDREA@ALCONSULT.LLC.COM

### PRELIMINARY PLAT

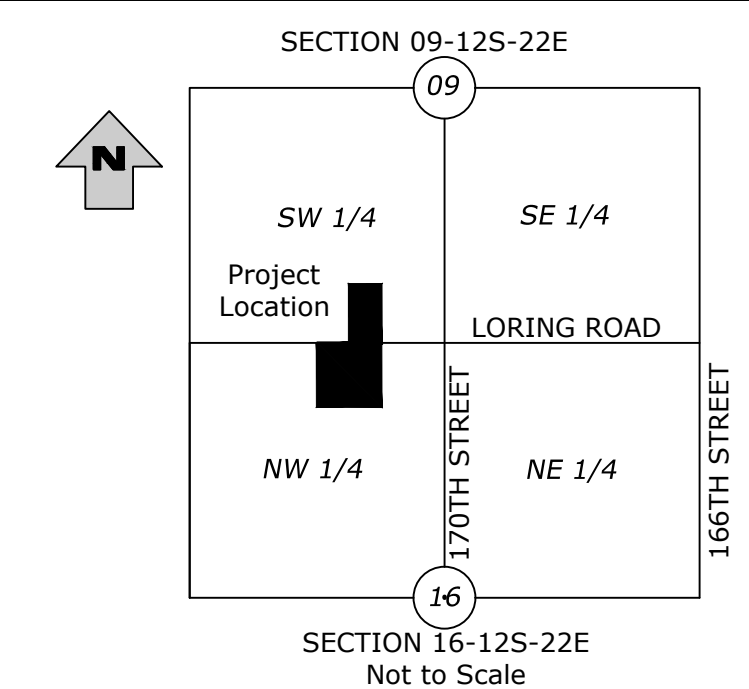
### LEGEND

- △ DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" REBAR IN CONCRETE WITH CAP ALC KS CLS 363 MO CLS 2022014231
- DENOTES FOUND PROPERTY CORNER AS NOTED
- B/L BUILDING LINE
- U/E UTILITY EASEMENT
- ~~~~ TREELINE

### GENERAL NOTES

1. THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983, THE EAST LINE OF THE NORTHWEST QUARTER OF SEC 16-12S-22E 501°53'36"E.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET.
3. FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20103C0350G EFFECTIVE JULY 16, 2015, THIS PLAT IS LOCATED IN ZONES "X".
4. KS ONE WAS NOT CALLED.
5. THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 75 FEET ACCORDING TO THE MORNING DEER FARM SUBDIVISION.
6. THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE SIDE PROPERTY LINE.
7. THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE REAR PROPERTY LINE.
8. BENCHMARK - NGS KE1204 - ELV-1005.24
9. CURRENT USE - RESIDENTIAL / PROPOSED USE - RESIDENTIAL
10. CURRENT ZONING RR-2.5 / PROPOSED ZONING RR 2.5
11. ALL PROPOSED STRUCTURES WITHIN THIS PLAT SHALL COMPLY WITH THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
12. ALL LOTS WILL BE ON SEPTIC SEWER SYSTEMS. AN ENGINEERED WASTE SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
13. TITLE COMMITMENT VIA MCCAFFREY-SHORT TITLE COMPANY - FILE NO. L23-29427
14. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE USED WHEN DESIGNING AND CONSTRUCTION OF DRIVEWAYS AND OTHER STRUCTURES. RE-VEGETATION OF ALL DISTURBED AREAS SHALL BE COMPLETED WITHIN 45 DAYS AFTER FINAL GRADING.
15. REFERENCED SURVEY - MORNING DEER FARM SUBDIVISION BOOK 8, PAGE 18 NKA 1972P00018.
16. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY.
17. THERE ARE NO OFF-PLAT RESTRICTIONS IN PLACE.
18. PROPERTY ACCESS VIA MORNING DEER ROAD.
19. AN EXCEPTION HAS BEEN GRANTED FROM ARTICLE 50, SECTION 40.3.I. LOT-DEPTH TO LOT-WIDTH FOR LOT 1.
20. ALL STRUCTURES BUILT WITHIN THE SUBDIVISION SHALL COMPLY WITH RESOLUTION 2020-39, OR AS AMENDED.

### VICINITY MAP



This is to certify on this 27TH day of JULY, 2023 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B. DILL LS 1408

JOB NO: 23-224

SCALE PREPARED FOR

100 50 0 100  
SCALE IN FEET

SEC-TWN-RNG BARBARA & MICHAEL BOSWORTH  
ADDRESS: 17161 MORNING DEER RD,  
LINWOOD, KS 66052

16-12S-22E

DATE

SEPTEMBER 20TH, 2023

### DESCRIPTION

BOOK 602, PAGE 1075  
THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 12, RANGE 22, LESS THAT PART USED FOR PUBLIC ROAD.

BOOK 536 PAGE 240  
LOT TWELVE (12), MORNING DEER FARMS SUBDIVISION, LEAVENWORTH COUNTY, KANSAS.

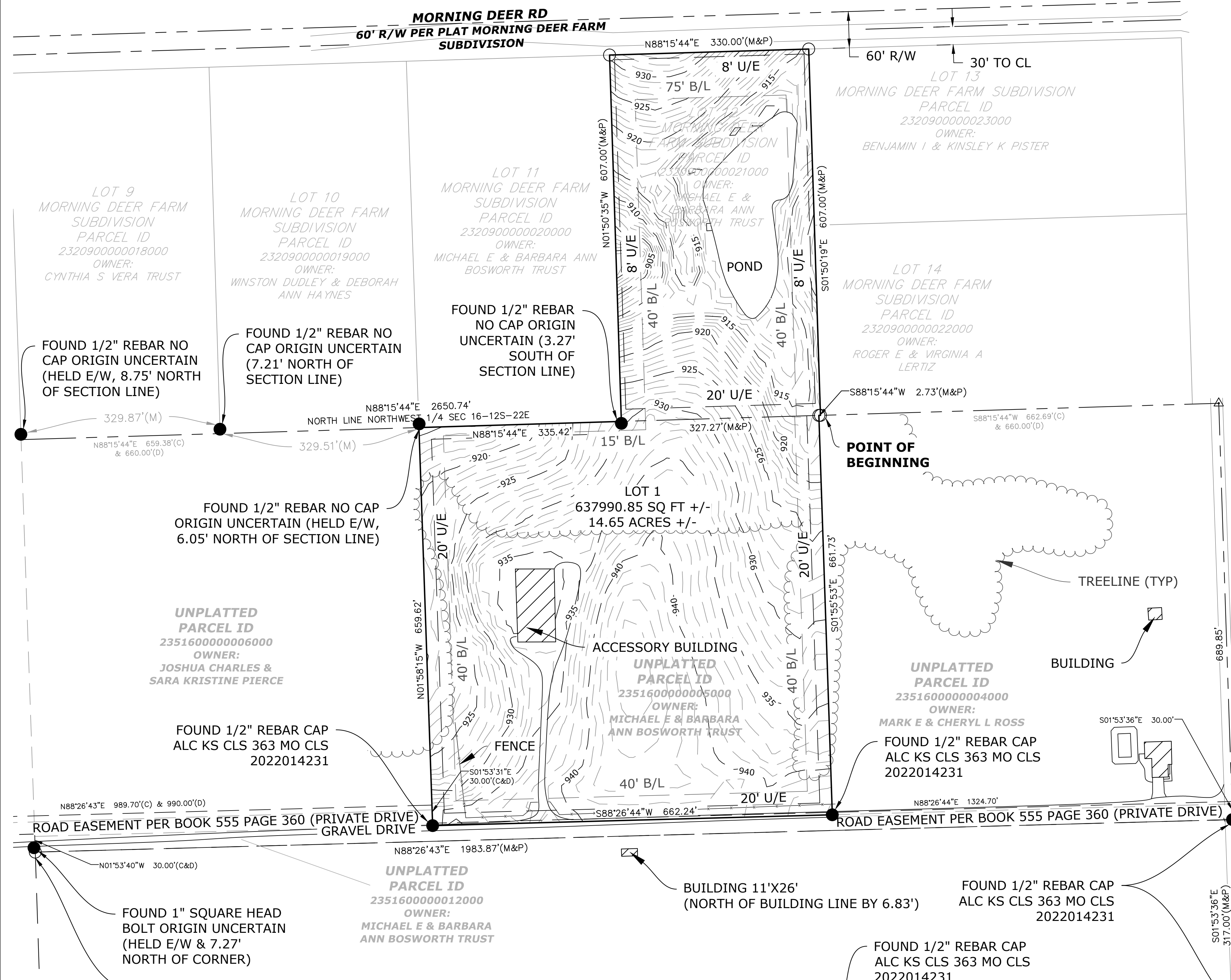
### SURVEYORS SUGGESTED

ALL OF LOT 12, MORNING DEER FARMS SUBDIVISION AND A TRACT OF LAND IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 22 EAST, OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS, PREPARED BY ROGER B. DILL PS 1408 ON SEPTEMBER 20TH, 2023, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°15'44" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 662.69 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12, ALSO KNOWN TO BE THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 88°15'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2.73 FEET; THENCE SOUTH 01°55'53" EAST, A DISTANCE OF 661.73 FEET; THENCE SOUTH 88°26'44" WEST, A DISTANCE OF 662.24 FEET; THENCE NORTH 01°58'15" WEST, A DISTANCE OF 659.62 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°15'44" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 335.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 01°50'35" WEST, ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 607.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 88°15'44" EAST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 01°50'19" EAST, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 607.00 FEET TO THE POINT OF BEGINNING.

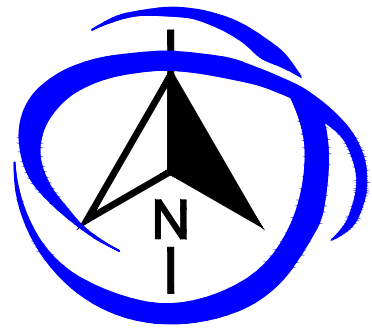
CONTAINING 637990.85 SQFT OR 14.65 ACRES MORE OR LESS.

PRECISION 1: 12885970.000



170TH STREET  
40' R/W PER BOOK D, PAGE 332, BOOK J,  
PAGE 274 AND BOOK 476, PAGE 109





# BOSWORTH ADDITION NO. 2

A REPLAT OF ALL OF LOT 12, MORNING DEER FARMS SUBDIVISION AND A TRACT OF LAND IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 22 EAST, OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS

KS ENG COA. #3115  
KS SUR COA. #363  
MO ENG COA. #202301484  
MO SUR COA. #202301431

**ALC**  
ATLAS LAND CONSULTING  
SURVEYING | ENGINEERING | DRONE | CAD  
913-702-5073  
14500 Parallel Road, Unit R, Basehor, KS 66007  
ANDREA@ALCONSULT.LLC.COM

## FINAL PLAT

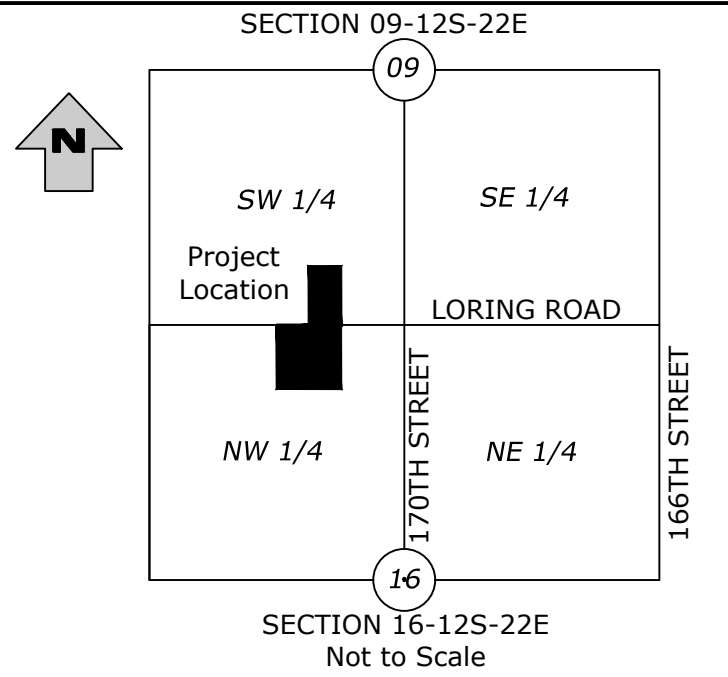
## LEGEND

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- DENOTES SET 1/2" REBAR IN CONCRETE WITH CAP ALC KS CLS 363 MO CLS 2022014231
- DENOTES FOUND PROPERTY CORNER AS NOTED
- B/L BUILDING LINE
- U/E UTILITY EASEMENT

## GENERAL NOTES

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15. REFERENCED SURVEY  
-MORNING DEER FARM SUBDIVISION BOOK 8, PAGE 18 NKA 1972P00018.  
-BOSWORTH ADDITION DOC # 2023P00033
16. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY.
17. PROPERTY ACCESS VIA MORNING DEER ROAD.
18. AN EXCEPTION HAS BEEN GRANTED FROM ARTICLE 50, SECTION 40.3.1. LOT-DEPTH TO LOT-WIDTH FOR LOT 1.
19. ALL STRUCTURES BUILT WITHIN THE SUBDIVISION SHALL COMPLY WITH RESOLUTION 2020-39, OR AS AMENDED.

## VICINITY MAP



This is to certify on this 27TH day of JULY, 2023 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B. DILL LS 1408

JOB NO: 23-224

SCALE	PREPARED FOR
150 75 0 150 SCALE IN FEET	BARBARA & MICHAEL BOSWORTH ADDRESS: 17161 MORNING DEER RD, LINWOOD, KS 66052
SEC-TWN-RNG	
16-12S-22E	

## DATE

SEPTEMBER 20TH, 2023

### DESCRIPTION

BOOK 602, PAGE 1075  
THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 12, RANGE 22, LESS THAT PART USED FOR PUBLIC ROAD.

BOOK 536 PAGE 240  
LOT TWELVE (12), MORNING DEER FARMS SUBDIVISION, LEAVENWORTH COUNTY, KANSAS.

### SURVEYORS SUGGESTED

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CONTAINING 637990.85 SQFT OR 14.65 ACRES MORE OR LESS.  
PRECISION 1: 12885970.000

### DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "BOSWORTH ADDITION".

The streets and roads shown on this plat and not heretofore dedicated to public use, are hereby so dedicated by easement.

The undersigned proprietor of the above described tract of land does hereby certify that all prior existing easement rights on land to be dedicated for the public use running to any person, utility, or corporation have been absolved except that same person, utility or corporation shall retain whatever rights they would have as if located in a public street.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction, or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the Leavenworth County, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein. RECORDED: DATE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Building Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

### Theory of Location:

It is evident, per deeds and occupation lines, that the parcels in the North half of the Northwest quarter were divided with the intent of following the un-filed plat of "Morning Deer Farm Subdivision, First Addition". The breakdown of said North half, using the section corners as they sit today, does not work with said un-filed plat. In an effort to not create gaps or gores, we are holding the sectional breakdown, as it exists today, for the North, West and South lines of said North Half. For the interior breakdown of said North half, we are holding monuments that match said un-filed plat.

We also found two bars that represent the South line of the North half of said North Half (+/- 660 feet from the North line of said Northwest Quarter), we are not holding those bars due to those not meeting the intent of said un-filed plat.

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

OWNER

MICHAEL E BOSWORTH TRUSTEE, MICHAEL E & BARBARA ANN BOSWORTH TRUST

BARBARA ANN BOSWORTH TRUSTEE, MICHAEL E & BARBARA ANN BOSWORTH TRUST

STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public in and for said County and State, came MICHAEL E BOSWORTH TRUSTEE AND BARBARA ANN BOSWORTH TRUSTEE OF MICHAEL E & BARBARA ANN BOSWORTH TRUST to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My Commission Expires: \_\_\_\_\_

Notary Public

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

COUNTY ENGINEER, MITCH PLEAK

This is to certify that this instrument was filed for record in the Register of Deeds office on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in Book \_\_\_\_\_, Page \_\_\_\_\_.

REGISTER OF DEEDS, TERRILOIS G. MASHBURN

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

LEAVENWORTH COUNTY SURVEYOR  
DANIEL BAUMCHEN, PS-1363

This plat of BOSWORTH ADDITION has been submitted and approved by Leavenworth County Planning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CHAIRMAN - MARCUS MAJURE

SECRETARY - JOHN JACOBSON

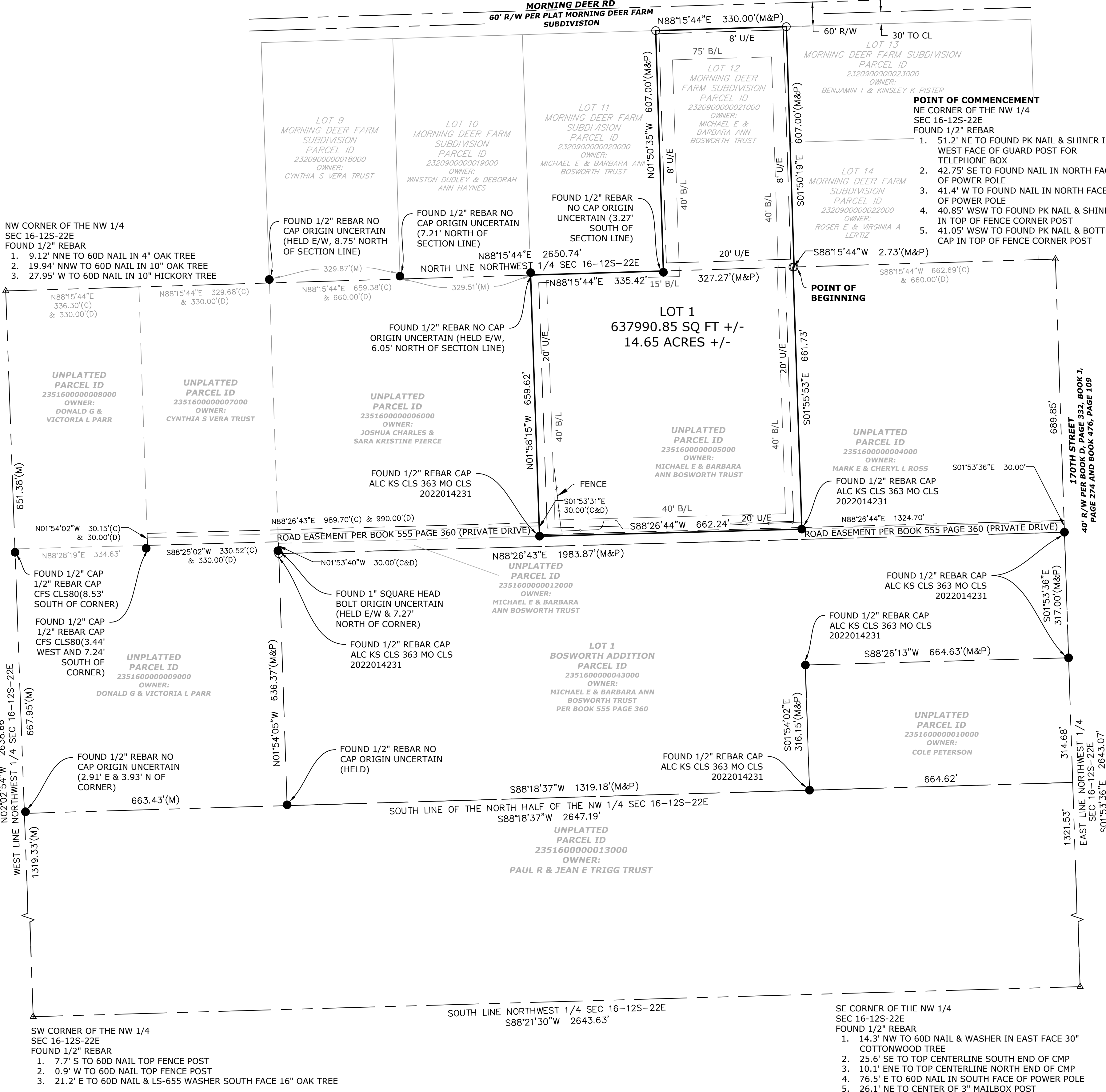
This plat approved by the Board of County Commissioners of Leavenworth County, Kansas, this day of \_\_\_\_\_, 202\_\_.

(SEAL)

CHAIRMAN - Vicky Kaaz

ATTEST - COUNTY CLERK - JANET KLASINSKI

UTILITIES  
EVERGY - 800-383-1183  
RURAL WATER DISTRICT 7 - 913-856-7375





# Johnson, Melissa

---

**From:** Austin Thompson <austin@alconsult-llc.com>  
**Sent:** Thursday, September 28, 2023 11:22 AM  
**To:** Johnson, Melissa  
**Cc:** PZ; Andrea Weishaub; Tyler Thomposon; Michael & Barbara Bosworth  
**Subject:** Re: Bosworth Addition No. 2  
**Attachments:** Preliminary Plat Application.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

Melissa

Please see attached utility approvals and preliminary application. I believe the owner will be by with a check for the application fee.

Thanks

 **Kyle Burkhardt**  
to Matt, me →

11:14 AM (4 minutes ago) ☆ ↶ |

internal use only

Energy is ok with the proposed plat. Would just like to see appropriate utility easements.

Thank you

**Kyle Burkhardt**  
Energy  
TD Designer II  
785-556-2406  
[kyle.burkhardt@energy.com](mailto:kyle.burkhardt@energy.com)

→ energy

 **Dylan Ritter**  
to dritter, jalayne, me, Tyler →

Fri, Aug 25, 2:23 PM (11 days ago) ☆ ↶ |

I have no issues or concerns for this proposal.

...

Assistant Chief  
Dylan Ritter  
Sherman Township Fire/Rescue  
100 Main St Linwood, KS 66052  
(913)-339-8973

 **jalayne.leavenworthrd7.com**  
to Dylan, me, Tyler, dritter@mtis21.com →

Tue, Aug 29, 1:59 PM (7 days ago) ☆ ↶ |

LVRWD#7 has no issues

Jalayne Turner  
Jalayne Turner  
Office Manager  
LVRWD#7  
2451 S. 142<sup>nd</sup> St.  
P O Box 257  
Bonner Springs, KS 66012-0257  
913-441-1205 Office  
913-422-3393 Fax  
[www.lvrwd7.com](http://www.lvrwd7.com)

On Wed, Sep 27, 2023 at 12:21 PM Johnson, Melissa <[MJohnson@leavenworthcounty.gov](mailto:MJohnson@leavenworthcounty.gov)> wrote:

Austin,

I see that Stephanie gave you the application for the preliminary plat. I see that the payment of \$525.00, the hard copy of both the pre and final plat, utility responses and the prelim application is needed to complete the application. I know we spoke on the phone but I promised you a list of all necessary items still needed.

**From:** [Mitch Pleak](#)  
**Sent:** Thursday, October 26, 2023 2:16 PM  
**To:** [Johnson, Melissa](#)  
**Cc:** [Noll, Bill](#); [McAfee, Joe](#); [Terry Parsons](#)  
**Subject:** RE: DEV-23-134 & 23-135 Preliminary and Final Plat Bosworth Addition No 2, Atlas  
**Attachments:** Bosworth Addition No.2 Preliminary Plat-24X36.pdf; Bosworth 2 Drainage Study (Rev1).pdf; Bosworth Addition No.2 Final Plat-24X36.pdf

---

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

Melissa,  
Good afternoon. The PP and FP have been reviewed with no comments. The drainage report has comments. Reviews are attached.

Thanks,

Mitch Pleak

---

**From:** Austin Thompson <austin@alconsult-llc.com>  
**Sent:** Thursday, October 26, 2023 7:56 AM  
**To:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Cc:** Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; PZ <PZ@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>  
**Subject:** Re: DEV-23-134 & 23-135 Preliminary and Final Plat Bosworth Addition No 2, Atlas

**This Message Is From an External Sender**

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Melissa

Please see attached updates. Do you know when the meeting is?

Thanks

On Mon, Oct 23, 2023 at 8:34 AM Johnson, Melissa <[MJohnson@leavenworthcounty.gov](mailto:MJohnson@leavenworthcounty.gov)> wrote:

Austin,

I think this is what you're looking for.

Thanks,

Melissa Johnson  
Planner I  
Leavenworth County  
Planning & Zoning Department

# MEMO

**To:** Amy Allison  
**From:** Chuck Magaha  
**Subject:** Bosworth Addition  
**Date:** November 2, 2023

Amy, I have reviewed the preliminary plat of the Bosworth Addition Subdivision presented by Michael and Barbra Bosworth. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed has a fire hydrant along the right-a-way on 170<sup>th</sup> on the property line that will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

If you have any questions please call me 684-0455.

## Johnson, Melissa

---

**From:** Anderson, Kyle  
**Sent:** Monday, October 2, 2023 11:31 AM  
**To:** Johnson, Melissa  
**Subject:** RE: DEV-23-134 & 23-135 Preliminary and Final Plat Bosworth Addition No 2, Atlas

We have not received any complaints on these properties, and we are not aware of any septic systems currently installed on them.

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

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

---

**From:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Sent:** Friday, September 29, 2023 2:46 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'MPleak@olsson.com' <MPleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** DEV-23-134 & 23-135 Preliminary and Final Plat Bosworth Addition No 2, Atlas

The Leavenworth County Department of Planning & Zoning has received a request for a Preliminary and Final Plat for Bosworth Addition No 2, Atlas.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, October 5<sup>th</sup>, 2023.

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

Thank you,

*Melissa Johnson*

Planner I  
Leavenworth County  
Planning & Zoning Department  
Leavenworth County Courthouse

# Leavenworth County Request for Board Action

**Date:** November 16<sup>th</sup>, 2023

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** WLN

**Additional Reviews as needed:**

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

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**Action Requested:** Acceptance of the low bid by Reece Construction for the replacement of Bridge A-60 on 215<sup>th</sup> Street.

**Recommendation:** Approval

**Analysis:** Public Works bid the bridge replacement project utilizing KDOT's low cost bridge design plans. This process circumvents the complete design process which decreases the cost of the project by approximately \$75,000. The contractor is required to work with an engineer to get the required DWR Permits for the project. The contractors were required to bid 50' piles with a price per foot after that depth if needed.

This project is on a dead end road with 5 houses north of the bridge on the dead end. The existing structure is the only wooden deck bridge left in the county. The existing structure will remain in place during the construction with the new bridge built to its east. Both structures will remain in place for 28 days for the concrete curing period of the new bridge. After that the county crews will use material from the Tonganoxie Quarry to back fill the bridge and realign the road to tie in the new bridge. After that is complete, the old bridge will be removed and hauled off. This is not a turnkey project. This project is being completed as cheaply as possible.

Risks involved in this process include; lack of geotechnical information resulting in unknown substructure details, lack of road plans, not turnkey construction, and, although this is the 7<sup>th</sup> bridge I have managed the construction utilizing this process and the second in Leavenworth County, this is the first with Reece Construction. Norfolk Crane was the low bidder on all six of those projects. The project will have a KDOT certified inspector onsite to witness construction methods and ensure all specifications are met.

I would only recommend this process in a few very specific locations. In this case the road is a dead end serving only a few homes and these homes will never generate enough tax revenue to pay a bridge replacement without supplementation. The existing bridge is at risk of failure that would result in the roads closure.



**Alternatives:**

**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: \$315,000**

**Additional Attachments:** Bid Tab and Notice of Award

# NOTICE OF AWARD

Dated November 22, 2023

TO: Reece Construction Co., Inc.  
(Bidder)

ADDRESS: PO Box 3227, Salina KS 67402-3227

## CONTRACT FOR

Leavenworth County Bridge No. A-60 Replacement  
(Insert name of Contract as it appears in the Bidding Documents)

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You are notified that your Bid dated November 9, 2023 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Base project work, no alternates were requested.  
(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is as follows:

Base Bid: Two hundred seventy five thousand, six hundred ten & 15/100 dollars  
(\$ 275,610.15 )

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the required Bonds and Certificates(s) of Insurance as specified in the Instructions to Bidders.
3. (List other conditions precedent).
  - A. Initial all pages of the Bid Form since they are copies.
  - B. Sign page CA-4 of the Contract Agreement.
  - C. Complete the Performance Bond.
  - D. Complete the Maintenance Bond.
  - E. Provide Insurance Certificates

F. Sign the appropriate line of the Notice of Award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Leavenworth County, Kansas  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACCEPTANCE OF AWARD

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



# COUNTY OF LEAVENWORTH

A-60 Bridge Replacement BID OPENING ON 11.09.2023  
 BID TABULATION - FINAL



Item Description	Quantity	Unit	Reece Construction Salina, KS	Total	Norfolk Contract Norfolk, NE	Total	Sands Construction Leavenworth, KS	Total
			Price	Total Price	Price	Total Price	Price	Total Price
SBMS-50 Span x 24'-6" Width Bridges	1	LS	\$ 275,552.51	\$ 275,552.51	\$ 285,870.00	\$ 285,870.00	\$ 690,100.00	\$ 690,100.00
Installed Additional H-Pile Abutment Support in Excess of 50' Lengths	1	LF	\$ 57.64	\$ 57.64	\$ 45.00	\$ -	\$ 120.00	\$ -
<b>BID PRICE</b>				<b>\$ 275,610.15</b>		<b>\$ 285,870.00</b>		<b>\$ 690,100.00</b>
<b>Leavenworth County Contractor (5% local preference, percentage difference from lowest bid)</b>								

**Leavenworth County  
Request for Board Action**

**Date: November 16<sup>th</sup>, 2023**

**To: Board of County Commissioners**

**From: Public Works**

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

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approval of the contract for 2024 Trap Rock Delivery with New Frontier Materials.

**Analysis:** As discussed during a previous work session, the inflationary cost of haydite has outpaced the increase in our maintenance budget. This would have resulted in the reduction of miles of chip and seal for the 2024 season. Trap Rock has been used by multiple communities such as Overland Park and Shawnee County as an alternative to haydite.

We only received one bid for the material amount required. This is most likely due to the availability of the material being limited, lack of the required KDOT pre-approval of the material quarry site, and the required coordination with the railroad and an offloading area for the material along the rail line.

New Frontier Materials provided us with both a materials cost and a delivery cost. This will allow the county to haul a portion of the material and save additional funds if trucks are available. The delivered price is considerably less than just the material cost of haydite. We have been told that the cost of haydite this winter will be 50% higher than the material hauled this time last year. It is currently approximately 40% higher at \$75/yard from \$53/yard. This converts to over \$100/ton without freight.

Attached is the contract that was reviewed and approved.

**Recommendation:** Approval.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$918,750

**Additional Attachments:** Contract

**LEAVENWORTH COUNTY, KANSAS  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of County Commissioner of Leavenworth County, Kansas, hereinafter called "County," and

**New Frontier Materials**

(Contractor)

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the of the Project known as:

**Project Name: Delivered Trap Rock – 3/8”X1/4” Product #42**

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the Project described above.
3. The Contractor will complete all the work required by the Contract Documents before May 15, 2024 unless the period for completion is extended otherwise by the Contract Documents. County and Contractor agree that in the event Contractor fails to deliver all materials by May 15, 2024, County’s damages would be uncertain and difficult to accurately estimate as it is unknown if the County would be able to obtain the required supplies in time to adequately perform necessary repairs to County’s roadways and damages suffered if the roadways are not kept in good condition. County and Contractor stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties’ experience and give the nature of the losses that may result from delay. Therefore, failure to complete delivery of all materials by May 15, 2024 will result in liquidated damages in the amount of \$2,500.00 for each calendar day of delay.
4. The Contractor agrees to perform and complete all the Work described in the Contract documents for the unit prices listed in the Bid Form, for the total amount of **\$918,750.00**.
5. It is understood that the person representing the County shall be **Bill Noll, Public Works Director**
6. The term "Contract Documents" means and includes the following documents which are incorporated by reference as if fully set forth in this agreement and listed in order of precedence. This agreement shall control in case of conflict:

- (a) Agreement
- (b) County Bid Documents & Amendments
- (c) Contractors Bid
- (d) Change Orders
- (e) Foreign Corporation & Resident Agent Designation
- (f) Appointment of Process Agent Designation
- (f) Change Orders

7. The County will pay the Contractor in the manner and at such times and in such amounts as required by the Contract Documents and applicable law.
8. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.
9. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
10. Governing Law and Venue. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas
11. Compliance with Law. Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
12. Modification of Agreement. This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
13. Assignment. Neither the Contractor nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
14. Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or



terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

15. Payment of Taxes. The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
16. Licenses and Permits. Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
17. Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Contractor.
18. Anti-Discrimination Clause: Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the



reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

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

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

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

24. Termination for Default. If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

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

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

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

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;



- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

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

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

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

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

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

26. Arbitration, Damages and Warranties. Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

27. Ownership of Materials. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-

readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the County.

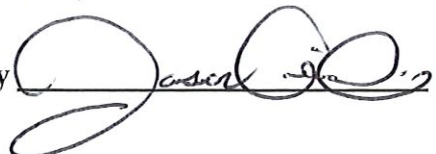
28. Availability of Records and Audit. The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the County at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Contractor shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
29. No Limit of Liability. Nothing in this Agreement shall be construed to limit the Contractor's liability to the County as such liability may exist by or under operation of law.
30. Indemnification. Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
31. Authority to Contract. Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

**Board of County Commissioner of  
Leavenworth County, Kansas**

By \_\_\_\_\_  
**Vicky Kaaz, Chairperson**

**New Frontier Materials**

\_\_\_\_\_  
(Contractor)

By 

Name Jason Girolando

Address 2300 Creve Coeur

Mill Road Maryland Heights, MO  
63043

ATTEST:

Director - Sales  
Title

ATTEST:

\_\_\_\_\_  
Leavenworth County Clerk