

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
December 13, 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) Fuel system replacement
- 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 December 6, 2023
 - b) Approval of the schedule for the week December 18, 2023

- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Resolution 2023-35, waiving the GAAP requirement of K.S.A. 75-1120a(a) as they apply to the County of Leavenworth for the year ended 2023.
- b) Consider a motion based on the findings on the Golden Factors, as set forth in the staff report and as adopted by the Planning Commission and substantiated by the facts, testimony and evidence presented, to adopt Resolution 2023-32 and conditionally approve the proposed special use permit as outlined in Case DEV-2023-136 subject to the performances and observations of the conditions set forth in the staff reports.
- c) Consider a motion to approve the 2024 Dust Control Request Form.
- d) Consider a motion to approve Project Agreement No. 729-23 for the replacement of bridges SH-54 and SH-61 on Golden Road.
- e) Consider a motion to approve the lease of two trucks with Nextran in the amount of \$182,494.33.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, December 11, 2023

Tuesday, December 12, 2023

Wednesday, December 13, 2023

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

6:00 p.m. Swearing In Ceremony – City of Basehor
• Basehor City Hall

Thursday, December 14, 2023

11:30 a.m. LCDC Board Luncheon

Friday, December 15, 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

*****December 6, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, December 6, 2023. Commissioner Kaaz, Commissioner Mike Smith and Commissioner Culbertson are present; Commissioner Doug Smith and Commissioner Stieben are absent; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Connie Harmon, Council on Aging Director; Bill Noll, Infrastructure and Construction Services; Edd Hingula, Leavenworth City Commissioner; John Richmeier, Leavenworth Times

Residents: John Matthews,

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Mike Smith recognized the passing of Hank Spellman.

Mark Loughry updated the Board on the emergency purchase of fuel.

Commissioner Culbertson indicated he is getting caught up on emails and phone calls about LAVTR.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, December 6, 2023 as presented.

Motion passed, 3-0.

Bill Noll requested approval a contract with Kimley-Horn for Safe Streets for All grant study.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to contract with Kimley-Horn for the Safe Streets for All FHWA grant study.

Motion passed, 3-0.

Connie Harmon requested to enter a MOU with The Guidance Center.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve the Council on Aging to enter a MOU with the Guidance Center.

Motion passed, 3-0.

Ms. Harmon requested approval of the Council on Aging revised by-laws.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to approve changes to the Council on Aging by-laws.

Motion passed, 3-0.

Commissioner Culbertson will attend the Easton City Council meeting that has been moved to Tuesday evening.

Commissioner Mike Smith attended the Mayor's Christmas Tree Lighting in Lansing and the VFW dinner.

Commissioner Kaaz attended the swearing in for the new Leavenworth City Commissioners.

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

Motion passed, 3-0.

The Board adjourned at 9:15 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, December 18, 2023

Tuesday, December 19, 2023

12:00 p.m. LCPA meeting

Wednesday, December 20, 2023

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

Thursday, December 21, 2023

Friday, December 22, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 12/01/2023 END DATE: 12/08/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | |
|------------------------|----------------------|----------------------------------|--------|-----------|------------|----------------|--------------------------------|-----------|--|
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 338197 | 106038 AP | 12/08/2023 | 3-001-5-53-215 | UNIFORM RENTLS 4013-01994 | 82.79 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 315.00 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 157.50 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 630.00 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 892.50 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 315.00 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-213 | EMS VEH MAINT & MAINT SUPPLY | 840.00 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 18.90 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 41.12 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 68.34 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 1,722.61 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 18.90 | |
| 1513 | ADVANCED AUTOMOTIVE | ADVANCED AUTOMOTIVE | 338198 | 106039 AP | 12/08/2023 | 3-001-5-05-306 | EMS VEH MAINT & MAINT SUPPLY | 1,432.55 | |
| *** VENDOR 1513 TOTAL | | | | | | | | 6,452.42 | |
| 20588 | ADVANTAGE | ADVANTAGE PRINTING | 338199 | 106040 AP | 12/08/2023 | 3-001-5-06-218 | 180 KA BUSINESS CARDS | 85.00 | |
| 20588 | ADVANTAGE | ADVANTAGE PRINTING | 338199 | 106040 AP | 12/08/2023 | 3-001-5-19-301 | DIST CT CSO BUSINESS CARDS | 85.00 | |
| *** VENDOR 20588 TOTAL | | | | | | | | 170.00 | |
| 10529 | AMERICAN R | AMERICAN ROOFING INC | 338201 | 106042 AP | 12/08/2023 | 3-001-5-33-209 | CUSHING - L&M - INVESTIGATE RO | 1,025.00 | |
| 13088 | APPRAISER | APPRAISER'S EDUCATION FUND | 338202 | 106043 AP | 12/08/2023 | 3-001-5-41-202 | ORION APPEAL PROCESSING - MEND | 75.00 | |
| 2489 | BEDNAR, ROBERT | HONORABLE ROBERT BEDNAR | 338204 | 106045 AP | 12/08/2023 | 3-001-5-19-252 | DOMESTIC COURT PRO TEM | 3,000.00 | |
| 158 | BLUE VA PU | BLUE VALLEY PUBLIC SAFETY INC | 338206 | 106047 AP | 12/08/2023 | 3-001-5-07-215 | SHERIFF - 2024 ANNUAL MAINT TO | 8,500.00 | |
| 158 | BLUE VA PU | BLUE VALLEY PUBLIC SAFETY INC | 338206 | 106047 AP | 12/08/2023 | 3-001-5-07-221 | SHERIFF - 2024 ANNUAL MAINT TO | 20,435.75 | |
| *** VENDOR 158 TOTAL | | | | | | | | 28,935.75 | |
| 26521 | BRUNSON BU | BRUNSON BUILDERS INC | 338208 | 106049 AP | 12/08/2023 | 3-001-5-07-207 | SVC CALL - ANNEX GARAGE | 423.58 | |
| 283 | BUSETTI ROBERT | ROBERT BUSETTI | 338209 | 106050 AP | 12/08/2023 | 3-001-5-07-219 | DECEMBER DENTIS FOR INMATES | 350.00 | |
| 28831 | CE WATER MANAGEMENT | CE WATER MANAGEMENT INC | 338212 | 106053 AP | 12/08/2023 | 3-001-5-31-290 | QUARTERLY WATER TREATMENT CTHS | 85.00 | |
| 28831 | CE WATER MANAGEMENT | CE WATER MANAGEMENT INC | 338212 | 106053 AP | 12/08/2023 | 3-001-5-32-268 | QUARTERLY WATER TREATMENT CTHS | 130.00 | |
| *** VENDOR 28831 TOTAL | | | | | | | | 215.00 | |
| 5447 | CITY WIDE MAINTENANC | CITY WIDE MAINTENANCE | 338214 | 106055 AP | 12/08/2023 | 3-001-5-32-296 | 01001100496 JUSTICE CENTER DEC | 5,860.00 | |
| 546 | CURTIS | CURTIS, STALEY, AND ASSOCIATES | 338216 | 106057 AP | 12/08/2023 | 3-001-5-07-219 | DECEMBER MENTAL HEALTH SERVICE | 3,000.00 | |
| 30100 | ELECTION WORKER | CYNTHIA BARTKO | 338219 | 106060 AP | 12/08/2023 | 3-001-5-49-341 | THANK YOU, ELECTION WORKER! | 175.00 | |
| 2900 | EMS OVERPAYMENT | PATIENT | 338220 | 106061 AP | 12/08/2023 | 3-001-5-05-290 | 2023-0701 REF TO PT - 2ND INS | 250.00 | |
| 209 | ES&S | ELECTION SYSTEMS & SOFTWARE | 338221 | 106062 AP | 12/08/2023 | 3-001-5-49-345 | 35541 USD 458 2/15/24 - LAYOUT | 41.95 | |
| 209 | ES&S | ELECTION SYSTEMS & SOFTWARE | 338221 | 106062 AP | 12/08/2023 | 3-001-5-49-345 | 35541 USD 458 2/15/24 - LAYOUT | 448.00 | |
| 209 | ES&S | ELECTION SYSTEMS & SOFTWARE | 338221 | 106062 AP | 12/08/2023 | 3-001-5-49-345 | 35541 CODING FOR USD 458 MAIL | 1,519.48 | |
| *** VENDOR 209 TOTAL | | | | | | | | 2,009.43 | |
| 86 | EVERGY | EVERGY KANSAS CENTRAL INC | 338222 | 106063 AP | 12/08/2023 | 3-001-5-05-215 | ELEC SVC EMS 9103 | 515.91 | |
| 3550 | FISHER, PATTERSON | FISHER, PATTERSON, SAYLER & SMIT | 338224 | 106065 AP | 12/08/2023 | 3-001-5-01-230 | 337-38148-ADH PROF SVC THROUGH | 550.00 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 13.12 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 84.36 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 413.76 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 103.00 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 29.12 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 515.00 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 201.82 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 189.00 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 189.26 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 65.44 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 196.32 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 323.01 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 100.91 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 LVSO UNIFORMS | 120.00 | |

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
|-------|----------------------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|---------------|-------------|-----------|
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 | LVSO UNIFORMS | 30.28 | |
| 971 | GALLS | GALLS | 338227 | 106068 AP | 12/08/2023 | 3-001-5-07-350 | 5289255 | LVSO UNIFORMS | 172.44 | |
| | | | | | | | | *** VENDOR | 971 TOTAL | 2,746.84 |
| 120 | GRENIER AUTOWORKS | ALFRED GRENIER II | 338228 | 106069 AP | 12/08/2023 | 3-001-5-07-213 | LVSO - FITTING FOR UNIT 120 | | 2,383.50 | |
| 120 | GRENIER AUTOWORKS | ALFRED GRENIER II | 338228 | 106069 AP | 12/08/2023 | 3-001-5-07-213 | LVSO UNIT 142 INSTALL GETAC DV | | 30.00 | |
| | | | | | | | | *** VENDOR | 120 TOTAL | 2,413.50 |
| 16080 | GT DISTRIBUTORS | GT DISTRIBUTORS | 338229 | 106070 AP | 12/08/2023 | 3-001-5-07-353 | 009074 GLOCK G17 GEN 5 17RD MA | | 234.90 | |
| 16080 | GT DISTRIBUTORS | GT DISTRIBUTORS | 338229 | 106070 AP | 12/08/2023 | 3-001-5-07-356 | 009074 LVSO TARGETS, AMMO | | 1,235.00 | |
| 16080 | GT DISTRIBUTORS | GT DISTRIBUTORS | 338229 | 106070 AP | 12/08/2023 | 3-001-5-07-356 | 009074 LVSO TARGETS, AMMO | | 2,589.50 | |
| 16080 | GT DISTRIBUTORS | GT DISTRIBUTORS | 338229 | 106070 AP | 12/08/2023 | 3-001-5-07-356 | 009074 AMMUNITION | | 11,040.75 | |
| | | | | | | | | *** VENDOR | 16080 TOTAL | 15,100.15 |
| 754 | HARRIS, JANA | JANA HARRIS | 338232 | 106073 AP | 12/08/2023 | 3-001-5-07-219 | DECEMBER MEDICAL SVC JAIL INMA | | 6,041.67 | |
| 236 | INTERPRETERS | INTERPRETERS INC | 338235 | 106076 AP | 12/08/2023 | 3-001-5-19-221 | INTERPRETERS 11/15,22,29,12/1 | | 655.54 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-31-297 | SVC CALLS CUSING, ANNEX, JUSTI | | 1,092.99 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-31-297 | SVC CALLS CUSING, ANNEX, JUSTI | | 3,900.00 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-32-209 | SVC CALLS CUSING, ANNEX, JUSTI | | 712.00 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-33-209 | SVC CALLS CUSING, ANNEX, JUSTI | | 284.96 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-33-209 | SVC CALLS CUSING, ANNEX, JUSTI | | 7,600.00 | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-001-5-33-209 | SVC CALLS CUSING, ANNEX, JUSTI | | 1,419.00 | |
| | | | | | | | | *** VENDOR | 7655 TOTAL | 15,008.95 |
| 6636 | KANSAS GAS | KANSAS GAS SERVICE | 338238 | 106079 AP | 12/08/2023 | 3-001-5-05-215 | 510263944 1556921 09 GAS SERVI | | 106.57 | |
| 6636 | KANSAS GAS | KANSAS GAS SERVICE | 338238 | 106079 AP | 12/08/2023 | 3-001-5-05-215 | 512142220 2006970 09 GAS SERVI | | 214.65 | |
| 6636 | KANSAS GAS | KANSAS GAS SERVICE | 338238 | 106079 AP | 12/08/2023 | 3-001-5-14-220 | 510614745 1631910 36 GAS SVC 7 | | 263.28 | |
| | | | | | | | | *** VENDOR | 6636 TOTAL | 584.50 |
| 12574 | KANSAS JUD | KANSAS JUDICIAL BRANCH | 338239 | 106080 AP | 12/08/2023 | 3-001-5-19-301 | ANNUAL OFFICE 365 LICENSES X14 | | 2,058.00 | |
| 1851 | KANSAS ONE-CALL SYST | KANSAS ONE-CALL SYSTEM INC | 338240 | 106081 AP | 12/08/2023 | 3-001-5-31-290 | 08-LVPWD01 LOCATES | | 2.40 | |
| 9737 | KS ROD | KANSAS REGISTER OF DEEDS ASSN | 338243 | 106084 AP | 12/08/2023 | 3-001-5-04-203 | 2024 DUES - TERRILOIS MASHBURN | | 300.00 | |
| 7912 | KS SHERIFF | KANSAS SHERIFF'S ASSOC | 338244 | 106085 AP | 12/08/2023 | 3-001-5-07-203 | 2024 MEMBERSHIPS X 107 | | 2,675.00 | |
| 6653 | KSU- RABIES | KANSAS STATE UNIVERSITY | 338245 | 106086 AP | 12/08/2023 | 3-001-5-07-253 | D194735 CT TESTING | | 57.25 | |
| 19903 | LANGUAGE L | LANGUAGE LINE SERVICES INC | 338247 | 106088 AP | 12/08/2023 | 3-001-5-19-221 | 9020533027 INTERPRETER (PHONE) | | 66.80 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-001-5-19-301 | COPY PAPER (DIST CT CLERK) | | 534.00 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-001-5-19-301 | DIST CT CLERK RECEIPT BOOKS X5 | | 42.55 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-001-5-19-301 | DIST CT CLERK OFFICE SUPPLIES | | 805.58 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-001-5-28-301 | HUMAN RESOURCES - DESK CHAIRS, | | 715.00 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-001-5-28-301 | HUMAN RESOURCES - DESK CHAIRS, | | 350.00 | |
| | | | | | | | | *** VENDOR | 4755 TOTAL | 2,447.13 |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | 338249 | 106090 AP | 12/08/2023 | 3-001-5-07-209 | 2 YEAR SUBSCRIPTION SHERIFF | | 320.00 | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | 338249 | 106090 AP | 12/08/2023 | 3-001-5-19-217 | 24156 LEGAL NOTICE 2018JC135 1 | | 41.14 | |
| | | | | | | | | *** VENDOR | 537 TOTAL | 361.14 |
| 17677 | LEXISNEXIS RISK DATA | LEXISNEXIS RISK DATA MGMT (ACC | 338251 | 106092 AP | 12/08/2023 | 3-001-5-09-203 | 1314401-20231130 NOVEMBER COMM | | 50.00 | |
| 2419 | MCKESSON MEDICAL SUR | MCKESSON MEDICAL SURGICAL | 338252 | 106093 AP | 12/08/2023 | 3-001-5-07-219 | 4227550 MEDICAL SUPPLIES - INM | | 54.52 | |
| 2419 | MCKESSON MEDICAL SUR | MCKESSON MEDICAL SURGICAL | 338252 | 106093 AP | 12/08/2023 | 3-001-5-07-219 | 4227550 MEDICAL SUPPLIES - INM | | 178.70 | |
| 2419 | MCKESSON MEDICAL SUR | MCKESSON MEDICAL SURGICAL | 338252 | 106093 AP | 12/08/2023 | 3-001-5-07-219 | 4227550 MEDICAL SUPPLIES - INM | | 24.11 | |
| | | | | | | | | *** VENDOR | 2419 TOTAL | 257.33 |
| 2059 | MIDWEST OFFICE TECH | MIDWEST OFFICE TECHNOLOGY INC | 338254 | 106095 AP | 12/08/2023 | 3-001-5-02-304 | OPL303_K COPIER | | 24.03 | |
| 196 | OLSSON | OLSSON, INC | 338182 | 106034 AP | 12/05/2023 | 3-001-5-06-206 | PROFESSIONAL SVC TO 11.4.23 01 | | 2,578.25 | |
| 406 | PUBLIC SAFETY | PUBLIC SAFETY UPFITTERS LLC | 338263 | 106104 AP | 12/08/2023 | 3-001-5-07-353 | SHERIFF - BULLET PROOF VESTS | | 948.45 | |
| 4445 | T MOBILE | T-MOBILE USA, INC | 338270 | 106111 AP | 12/08/2023 | 3-001-5-05-210 | EMS WIRELESS SERVICE | | 446.59 | |
| 261 | TELEFLEX | TELEFLEX FUNDING LLC | 338271 | 106112 AP | 12/08/2023 | 3-001-5-05-381 | 1239536 IO NEEDLES FOR EMS | | 1,665.50 | |
| 608 | TRAVELERS | THE TRAVELERS INDEMNITY COMPAN | 338275 | 106116 AP | 12/08/2023 | 3-001-5-14-224 | ACCT 4825F7093 DEDUCTIBLE BILL | | 1,801.00 | |
| 608 | TRAVELERS | THE TRAVELERS INDEMNITY COMPAN | 338275 | 106116 AP | 12/08/2023 | 3-001-5-14-224 | ACCT 4825F7093 DEDUCTIBLE BILL | | 70.00 | |
| 608 | TRAVELERS | THE TRAVELERS INDEMNITY COMPAN | 338275 | 106116 AP | 12/08/2023 | 3-001-5-14-224 | ACCT 4825F7093 DEDUCTIBLE BILL | | 322.00 | |

START DATE: 12/01/2023 END DATE: 12/08/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | | |
|-------|----------------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|-----------|-------------|------------|
| | | | | | | *** VENDOR | | | 608 TOTAL | 2,193.00 |
| 30316 | TURNER JANE | JANE TURNER | 338276 | 106117 AP | 12/08/2023 | 3-001-5-49-341 | THANK YOU, ELECTION WORKER! | 200.00 | | |
| 30316 | TURNER JANE | JANE TURNER | 338276 | 106117 AP | 12/08/2023 | 3-001-5-49-341 | THANK YOU, ELECTION WORKER! | 32.10 | | |
| | | | | | | *** VENDOR | | | 30316 TOTAL | 232.10 |
| 3510 | UNIFORM ALLOWANCES | DEPUTY | 338184 | 106036 AP | 12/05/2023 | 3-001-5-07-351 | UNIFORM ALLOWANCE | 130.00 | | |
| 78 | VAN PARYS | DAVID VAN PARYS CO COUNSELOR | 338278 | 106119 AP | 12/08/2023 | 3-001-5-09-205 | REIM MILEAGE - EMINENT DOMAIN | 45.85 | | |
| 2 | WATER DEPT | WATER DEPT | 338185 | 106037 AP | 12/05/2023 | 3-001-5-05-215 | WATER SVC EMS 9103 | 59.88 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-001-5-05-215 | WATER SVC EMS ADMIN, HEALTH, W | 60.18 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-001-5-14-220 | WATER SVC COURTHOUSE | 643.54 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-001-5-32-392 | WATER SVC JUSTICE CENTER | 3,378.29 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-001-5-33-392 | WATER SVC CUSHING BLDG | 95.29 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-001-5-33-392 | WATER SVC CUSHING BLDG | 282.98 | | |
| | | | | | | *** VENDOR | | | 2 TOTAL | 4,520.16 |
| 780 | WAVEBAND COMM | WAVEBAND COMMUNICATIONS | 338280 | 106121 AP | 12/08/2023 | 3-001-5-07-353 | POLICE EQUIP(LVSO) | 2,387.40 | | |
| 780 | WAVEBAND COMM | WAVEBAND COMMUNICATIONS | 338280 | 106121 AP | 12/08/2023 | 3-001-5-07-353 | POLICE EQUIP(LVSO) | 3,114.00 | | |
| | | | | | | *** VENDOR | | | 780 TOTAL | 5,501.40 |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-331 | EMS FUEL TO 11.23.23 | 10,762.62 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-332 | SHERIFF FUEL TO 11.23.23 | 5,942.48 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-334 | APPRAISER FUEL TO 11.23.23 | 207.58 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-335 | PLANNING/ZONING FUEL TO 11.23. | 55.99 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-336 | NOX WEED FUEL TO 11.23.23 | 76.02 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-901 | 0496-00-668063-1 WEX AND WEX E | 177.44- | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-001-5-14-901 | 0496-00-668063-1 WEX AND WEX E | 116.18- | | |
| | | | | | | *** VENDOR | | | 276 TOTAL | 16,751.07 |
| | | | | | | TOTAL FUND 001 | | | | 138,952.48 |
| ----- | | | | | | | | | | |
| 1629 | KU PHYSICIANS | KANSAS UNIVERSITY PHYSICIANS I | 338246 | 106087 AP | 12/08/2023 | 3-108-5-00-280 | PRENATAL CLINICAL SERVICES C-1 | 1,800.00 | | |
| 1629 | KU PHYSICIANS | KANSAS UNIVERSITY PHYSICIANS I | 338246 | 106087 AP | 12/08/2023 | 3-108-5-00-280 | PRENATAL CLINICAL SERVICES C-1 | 1,800.00 | | |
| | | | | | | *** VENDOR | | | 1629 TOTAL | 3,600.00 |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-108-5-00-219 | WATER SVC EMS ADMIN, HEALTH, W | 45.15 | | |
| 2 | WATER DEPT | WATER DEPT | 338279 | 106120 AP | 12/08/2023 | 3-108-5-00-606 | WATER SVC EMS ADMIN, HEALTH, W | 15.04 | | |
| | | | | | | *** VENDOR | | | 2 TOTAL | 60.19 |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-108-5-00-304 | HEALTH DEPT, WIC FUEL TO 11.23 | 44.64 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-108-5-00-304 | HEALTH DEPT, WIC FUEL TO 11.23 | 1.84 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-108-5-00-304 | HEALTH DEPT, WIC FUEL TO 11.23 | 57.12 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-108-5-00-606 | HEALTH DEPT, WIC FUEL TO 11.23 | .46 | | |
| | | | | | | *** VENDOR | | | 276 TOTAL | 104.06 |
| | | | | | | TOTAL FUND 108 | | | | 3,764.25 |
| ----- | | | | | | | | | | |
| 650 | SECTOR | SECTOR LLC/SECTOR TECHNOLOGY G | 338267 | 106108 AP | 12/08/2023 | 3-115-5-00-408 | 6 QUICK RELEASE CABLES+ | 238.64 | | |
| 650 | SECTOR | SECTOR LLC/SECTOR TECHNOLOGY G | 338267 | 106108 AP | 12/08/2023 | 3-115-5-00-408 | 6 QUICK RELEASE CABLES+ | 20.00 | | |
| | | | | | | *** VENDOR | | | 650 TOTAL | 258.64 |
| | | | | | | TOTAL FUND 115 | | | | 258.64 |
| ----- | | | | | | | | | | |
| 1831 | USD 469 AFTER SCHOOL | USD 469 AFTER SCHOOL VILLAGE | 338277 | 106118 AP | 12/08/2023 | 3-121-5-00-208 | KDOC REIMB P2401-9 | 2,000.00 | | |
| | | | | | | TOTAL FUND 121 | | | | 2,000.00 |
| ----- | | | | | | | | | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-123-5-00-301 | COMMUNITY CORRECTIONS FUEL TO | 49.14 | | |
| | | | | | | TOTAL FUND 123 | | | | 49.14 |
| ----- | | | | | | | | | | |
| 776 | OXFORD HOUSE INDIAN | OXFORD HOUSE INDIAN HILLS | 338260 | 106101 AP | 12/08/2023 | 3-126-5-00-226 | CLIENT SERVICES - HOUSING | 460.00 | | |
| 113 | SUMNERONE INC | SUMNERONE INC | 338269 | 106110 AP | 12/08/2023 | 3-126-5-00-321 | 50COL COPIES | 121.71 | | |

START DATE: 12/01/2023 END DATE: 12/08/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | | P.O.NUMBER | CHECK# | | | | | | |
|-------|----------------------|--------------------------------|--------|------------|------------|----------------|--------------------------------|--|------------|-----------------------|-----------|
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-126-5-00-221 | COMMUNITY CORRECTIONS FUEL TO | | 27.43 | | |
| | | | | | | | | | | TOTAL FUND 126 | 609.14 |
| 30287 | KS SENTENC | KANSAS SENTENCING COMMISSION | 338181 | 106033 AP | 12/05/2023 | 3-127-5-00-201 | SB123 PAYMENT | | 100.00 | | |
| | | | | | | | | | | TOTAL FUND 127 | 100.00 |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 338197 | 106038 AP | 12/08/2023 | 3-133-5-00-215 | 12-21 4013-01993 UNIFORM RENTA | | 277.60 | | |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 338197 | 106038 AP | 12/08/2023 | 3-133-5-00-312 | 12-21 4013-01993 UNIFORM RENTA | | 206.50 | | |
| | | | | | | | | | | *** VENDOR 4120 TOTAL | 484.10 |
| 2509 | CENTRAL SALT, LLC | CENTRAL SALT, LLC | 338213 | 106054 AP | 12/08/2023 | 3-133-5-00-306 | 12-7 2KSLEAV ICE CONTROL SALT | | 1,542.51 | | |
| 1104 | DIGITAL DOLPHIN | DIGITAL DOLPHIN SUPPLIES | 338218 | 106059 AP | 12/08/2023 | 3-133-5-00-301 | 12-22 4 TONERS | | 275.96 | | |
| 86 | EVERGY | EVERGY KANSAS CENTRAL INC | 338222 | 106063 AP | 12/08/2023 | 3-133-5-00-251 | 12-1 ELEC SVC NORTH END SALT D | | 29.13 | | |
| 290 | FELDMANS | FELDMANS | 338223 | 106064 AP | 12/08/2023 | 3-133-5-00-364 | 12-12 30336 SAFETY BOOTS - J S | | 165.00 | | |
| 290 | FELDMANS | FELDMANS | 338223 | 106064 AP | 12/08/2023 | 3-133-5-00-364 | 12-23 30336 SAFETY BOOTS K GRA | | 164.49 | | |
| | | | | | | | | | | *** VENDOR 290 TOTAL | 329.49 |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 1,733.55 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 1,285.49 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 1,236.67 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 1,258.03 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 3,293.26 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 1,221.12 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 301.85 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 348.57 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-8 300467 ROCK | | 384.97 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-24 300467 ROCK | | 15,657.70 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-24 300467 ROCK | | 3,980.54 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-24 300467 ROCK | | 5,014.10 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-133-5-00-361 | 12-24 300467 ROCK | | 19,034.78 | | |
| | | | | | | | | | | *** VENDOR 434 TOTAL | 54,750.63 |
| 3621 | HERITAGE-CRYSTAL CLE | HERITAGE-CRYSTAL CLEAN,LLC | 338233 | 106074 AP | 12/08/2023 | 3-133-5-00-312 | 12-13 74217 DRUM MOUNTS | | 868.05 | | |
| 7655 | J F DENNEY P | J F DENNEY PLUMBING & HEATING | 338236 | 106077 AP | 12/08/2023 | 3-133-5-00-440 | 12-2 JACKHAMMER FLOOR, NEW PVD | | 2,847.00 | | |
| 1190 | KAC | KANSAS ASSN OF COUNTIES | 338237 | 106078 AP | 12/08/2023 | 3-133-5-00-209 | 12-25 2024 SUB TO LSR ENGINEER | | 440.00 | | |
| 8408 | KANSAS STA | KANSAS STATE HISTORICAL SOCIET | 338241 | 106082 AP | 12/08/2023 | 3-133-5-00-327 | 12-3 28 SURVEY REFERENCE REPOR | | 112.00 | | |
| 1780 | LEXECO | LEXECO | 338250 | 106091 AP | 12/08/2023 | 3-133-5-00-361 | 12-9 PUBLIC WORKS - ROCK | | 157,379.20 | | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 338253 | 106094 AP | 12/08/2023 | 3-133-5-00-360 | 12-26 95988 GASKET, FILTERS+ | | 46.01 | | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 338253 | 106094 AP | 12/08/2023 | 3-133-5-00-360 | 12-26 95988 GASKET, FILTERS+ | | 187.20 | | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 338253 | 106094 AP | 12/08/2023 | 3-133-5-00-360 | 12-26 95988 GASKET, FILTERS+ | | 153.62 | | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 338253 | 106094 AP | 12/08/2023 | 3-133-5-00-360 | 12-26 95988 GASKET, FILTERS+ | | 306.89 | | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 338253 | 106094 AP | 12/08/2023 | 3-133-5-00-360 | 12-26 95988 GASKET, FILTERS+ | | 344.83- | | |
| | | | | | | | | | | *** VENDOR 232 TOTAL | 348.89 |
| 2666 | MISC REIMBURSEMENTS | BILL NOLL | 338256 | 106097 AP | 12/08/2023 | 3-133-5-00-201 | 12-4 REIM IMLEAGE 2023 NEKS OF | | 113.32 | | |
| 2666 | MISC REIMBURSEMENTS | PETER SESE | 338258 | 106099 AP | 12/08/2023 | 3-133-5-00-203 | 12-16 REIM CDL LP, PHOTO | | 13.00 | | |
| 2666 | MISC REIMBURSEMENTS | ALAN AREVALO | 338255 | 106096 AP | 12/08/2023 | 3-133-5-00-364 | 12-10 REIMB SAFETY BOOTS | | 118.20 | | |
| 2666 | MISC REIMBURSEMENTS | DAN BAUMCHEN | 338257 | 106098 AP | 12/08/2023 | 3-133-5-00-364 | 12-11 REIMB SAFETY BOOTS | | 160.00 | | |
| | | | | | | | | | | *** VENDOR 2666 TOTAL | 404.52 |
| 196 | OLSSON | OLSSON, INC | 338182 | 106034 AP | 12/05/2023 | 3-133-5-00-213 | 12-5 019-28310 PROF SVC TO 11. | | 1,182.63 | | |
| 1123 | POMPMIDWEST | POMP'S TIRE SERVICE INC | 338261 | 106102 AP | 12/08/2023 | 3-133-5-00-309 | 12-28 1960724 TIRES | | 692.00 | | |
| 1123 | POMPMIDWEST | POMP'S TIRE SERVICE INC | 338261 | 106102 AP | 12/08/2023 | 3-133-5-00-309 | 12-28 1960724 TIRES | | 3,083.00 | | |
| | | | | | | | | | | *** VENDOR 1123 TOTAL | 3,775.00 |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 338262 | 106103 AP | 12/08/2023 | 3-133-5-00-360 | 12-29 8052255000 PARTS, ROCKER | | 162.79 | | |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 338262 | 106103 AP | 12/08/2023 | 3-133-5-00-360 | 12-29 8052255000 PARTS, ROCKER | | 47.84 | | |
| | | | | | | | | | | *** VENDOR 418 TOTAL | 210.63 |

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | | |
|-------|-----------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|----------------|------------|------------|
| 7098 | QUILL CORP | QUILL CORP | 338264 | 106105 AP | 12/08/2023 | 3-133-5-00-301 | 12-14 7295538 OFFICE SUPPLIES | 521.60 | | |
| 22622 | SEILER INS | SEILER INSTRUMENT & MFG | 338268 | 106109 AP | 12/08/2023 | 3-133-5-00-327 | 12-30 3680 LATHE BUNDLES, SHIN | 165.31 | | |
| 113 | SUMNERONE INC | SUMNERONE INC | 338269 | 106110 AP | 12/08/2023 | 3-133-5-00-301 | 12-31 50ULC08 COPIES | 38.56 | | |
| 668 | TIREHUB | TIREHUB INC | 338273 | 106114 AP | 12/08/2023 | 3-133-5-00-309 | 12-17 407362 TIRES | 292.28 | | |
| 668 | TIREHUB | TIREHUB INC | 338273 | 106114 AP | 12/08/2023 | 3-133-5-00-309 | 12-17 407362 TIRES | 267.06 | | |
| | | | | | | | | *** VENDOR | 668 TOTAL | 559.34 |
| 960 | TODD'S TIRE LLC | SKGFRITZ,LLC | 338274 | 106115 AP | 12/08/2023 | 3-133-5-00-309 | 12-18 TIRES | 1,144.00 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-133-5-00-304 | 12-6 FUEL FOR PUB WORKS TO 11. | 452.18 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-133-5-00-304 | 12-6 FUEL FOR PUB WORKS TO 11. | 31.41- | | |
| | | | | | | | | *** VENDOR | 276 TOTAL | 420.77 |
| | | | | | | | | TOTAL FUND 133 | | 227,829.32 |
| ----- | | | | | | | | | | |
| 113 | SUMNERONE INC | SUMNERONE INC | 338269 | 106110 AP | 12/08/2023 | 3-136-5-00-223 | 50ULC08 COPIES | 24.34 | | |
| 113 | SUMNERONE INC | SUMNERONE INC | 338269 | 106110 AP | 12/08/2023 | 3-136-5-00-301 | 50ULC08 COPIES | 24.35 | | |
| | | | | | | | | *** VENDOR | 113 TOTAL | 48.69 |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-136-5-00-208 | COMMUNITY CORRECTIONS FUEL TO | 29.39 | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-136-5-00-221 | COMMUNITY CORRECTIONS FUEL TO | 29.39 | | |
| | | | | | | | | *** VENDOR | 276 TOTAL | 58.78 |
| | | | | | | | | TOTAL FUND 136 | | 107.47 |
| ----- | | | | | | | | | | |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 338197 | 106038 AP | 12/08/2023 | 3-137-5-00-203 | 12-6 UNIFORM RENTALS 4013-0199 | 89.68 | | |
| 4136 | BRANDT FAB | BRANDT FABRICATING | 338207 | 106048 AP | 12/08/2023 | 3-137-5-00-313 | 12-2 FLAT BAR FOR CULVERTS | 134.00 | | |
| 571 | CONTECH | QUIKRETE HOLDINGS | 338215 | 106056 AP | 12/08/2023 | 3-137-5-00-313 | 12-1 740886 ROAD CULVERTS | 3,596.90 | | |
| 2588 | FOLEY EQUIPMENT | FOLEY EQUIPMENT | 338226 | 106067 AP | 12/08/2023 | 3-137-5-00-320 | 12-8 016993 ELEMENTS, CLAMPS | 335.79 | | |
| 2588 | FOLEY EQUIPMENT | FOLEY EQUIPMENT | 338226 | 106067 AP | 12/08/2023 | 3-137-5-00-320 | 12-8 016993 ELEMENTS, CLAMPS | 389.37 | | |
| | | | | | | | | *** VENDOR | 2588 TOTAL | 725.16 |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 1,954.15 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 7,466.83 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 10,814.91 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 9,371.62 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 3,834.01 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 2,560.34 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 1,078.03 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 1,978.11 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 1,103.01 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 2,233.37 | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 338231 | 106072 AP | 12/08/2023 | 3-137-5-00-312 | 12-3 300467 ROCK | 606.08 | | |
| | | | | | | | | *** VENDOR | 434 TOTAL | 43,000.46 |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 338234 | 106075 AP | 12/08/2023 | 3-137-5-00-312 | 12-4 218331 ROCK | 879.00 | | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 338234 | 106075 AP | 12/08/2023 | 3-137-5-00-312 | 12-4 218331 ROCK | 365.88 | | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 338234 | 106075 AP | 12/08/2023 | 3-137-5-00-312 | 12-4 218331 ROCK | 1,042.50 | | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 338234 | 106075 AP | 12/08/2023 | 3-137-5-00-312 | 12-7 218331 ROCK | 1,283.22 | | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 338234 | 106075 AP | 12/08/2023 | 3-137-5-00-312 | 12-7 218331 ROCK | 939.42 | | |
| | | | | | | | | *** VENDOR | 369 TOTAL | 4,510.02 |
| | | | | | | | | TOTAL FUND 137 | | 52,056.22 |
| ----- | | | | | | | | | | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-138-5-00-227 | COMMUNITY CORRECTIONS FUEL TO | 47.05 | | |
| | | | | | | | | TOTAL FUND 138 | | 47.05 |
| ----- | | | | | | | | | | |
| 770 | BASEHOR UNITED | BASEHOR UNITED METHODIST CHURC | 338203 | 106044 AP | 12/08/2023 | 3-145-5-00-246 | DEC 2023 UTILITY STIPEND BASEH | 136.00 | | |
| 770 | BASEHOR UNITED | BASEHOR UNITED METHODIST CHURC | 338203 | 106044 AP | 12/08/2023 | 3-145-5-05-202 | DEC 2023 UTILITY STIPEND BASEH | 56.00 | | |
| 770 | BASEHOR UNITED | BASEHOR UNITED METHODIST CHURC | 338203 | 106044 AP | 12/08/2023 | 3-145-5-07-202 | DEC 2023 UTILITY STIPEND BASEH | 8.00 | | |

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
|-------|----------------------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|------------|------------|--|
| | | | | | | | *** VENDOR | 770 TOTAL | 200.00 | |
| 2621 | CAFE | TERRY BOOKER | 338210 | 106051 AP | 12/08/2023 | 3-145-5-00-256 | COA MEALS RESERVED 11/20 - 11/ | 8,820.50 | | |
| 2621 | CAFE | TERRY BOOKER | 338210 | 106051 AP | 12/08/2023 | 3-145-5-00-256 | COA MEALS RESERVED 11/20 - 11/ | 11,479.00 | | |
| | | | | | | | *** VENDOR | 2621 TOTAL | 20,299.50 | |
| 442 | CARAWAY PR | CARAWAY PRINTING | 338211 | 106052 AP | 12/08/2023 | 3-145-5-00-303 | CO ON AGING - FIN EXP FORMS - | 215.00 | | |
| 184 | FLORENCE R | FLORENCE RIFORD SENIOR CTR | 338225 | 106066 AP | 12/08/2023 | 3-145-5-00-246 | DECEMBER UTILITY STIPEND TONGI | 218.96 | | |
| 184 | FLORENCE R | FLORENCE RIFORD SENIOR CTR | 338225 | 106066 AP | 12/08/2023 | 3-145-5-05-202 | DECEMBER UTILITY STIPEND TONGI | 90.16 | | |
| 184 | FLORENCE R | FLORENCE RIFORD SENIOR CTR | 338225 | 106066 AP | 12/08/2023 | 3-145-5-07-202 | DECEMBER UTILITY STIPEND TONGI | 12.88 | | |
| | | | | | | | *** VENDOR | 184 TOTAL | 322.00 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-145-5-00-201 | CO ON AGING COPIES, JANITORIAL | 652.10 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-145-5-00-255 | CO ON AGING COPIES, JANITORIAL | 48.44 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-145-5-00-301 | CO ON AGING COPIES, JANITORIAL | 370.82 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 338248 | 106089 AP | 12/08/2023 | 3-145-5-00-303 | CO ON AGING COPIES, JANITORIAL | 172.66 | | |
| | | | | | | | *** VENDOR | 4755 TOTAL | 1,244.02 | |
| 276 | WEX | WEX BANK | 338186 | 76 | 12/05/2023 | 3-145-5-00-304 | CO ON AGING FUEL TO 11.23.23 | 4,388.44 | | |
| | | | | | | | TOTAL FUND 145 | | 26,668.96 | |
| ----- | | | | | | | | | | |
| 1938 | CATERPILLAR | CATERPILLAR FINANCIAL SVC CORP | 338180 | 106032 AP | 12/05/2023 | 3-153-5-00-3 | 12-1 LEASE PMT 3 OF 5 (OUR 14- | 13,197.52 | | |
| 1938 | CATERPILLAR | CATERPILLAR FINANCIAL SVC CORP | 338180 | 106032 AP | 12/05/2023 | 3-153-5-00-3 | 12-1 LEASE PMT 3 OF 5 (OUR 14- | 39,703.40 | | |
| | | | | | | | *** VENDOR | 1938 TOTAL | 52,900.92 | |
| | | | | | | | TOTAL FUND 153 | | 52,900.92 | |
| ----- | | | | | | | | | | |
| 460 | NAPA AUTO PARTS | JOHN M BROWN II | 338259 | 106100 AP | 12/08/2023 | 3-160-5-00-304 | 2858: SOLID WASTE DEPT | 63.08 | | |
| 1123 | POMPMIDWEST | POMP'S TIRE SERVICE INC | 338261 | 106102 AP | 12/08/2023 | 3-160-5-00-213 | TRANSFER STA-FOAM FILLED TIRES | 1,978.65 | | |
| 1123 | POMPMIDWEST | POMP'S TIRE SERVICE INC | 338261 | 106102 AP | 12/08/2023 | 3-160-5-00-213 | TRANSFER STA-FOAM FILLED TIRES | 1,978.65 | | |
| | | | | | | | *** VENDOR | 1123 TOTAL | 3,957.30 | |
| 17209 | REDDI SERV | REDDI SERVICES | 338265 | 106106 AP | 12/08/2023 | 3-160-5-00-263 | NOVEMBER SEPTIC - SOLID WASTE | 325.00 | | |
| 6917 | RWD 1 | RURAL WATER DIST #1 | 338266 | 106107 AP | 12/08/2023 | 3-160-5-00-210 | 1279 - WATER METER CHARGE - SO | 28.93 | | |
| 10703 | TIRE TOWN | TIRE TOWN | 338272 | 106113 AP | 12/08/2023 | 3-160-5-00-207 | SCRAP TIRES | 500.00 | | |
| | | | | | | | TOTAL FUND 160 | | 4,874.31 | |
| ----- | | | | | | | | | | |
| 1681 | BIDDLE CONSULTING GR | BIDDLE CONSULTING GROUP INC | 338205 | 106046 AP | 12/08/2023 | 3-174-5-00-210 | CRITICAL ELITE MAINT TO 3.1.2 | 638.00 | | |
| 1041 | KDOT | KANSAS DEPT OF TRANSPORTATION | 338242 | 106083 AP | 12/08/2023 | 3-174-5-00-210 | COMMUNICATION SYSEM MAINT CALL | 379.66 | | |
| | | | | | | | TOTAL FUND 174 | | 1,017.66 | |
| ----- | | | | | | | | | | |
| 775 | RWD #9 | RURAL WATER #9 | 338183 | 106035 AP | 12/05/2023 | 3-189-5-00-2 | 12-1 WATER PIPELINE RELOCATE - | 240,500.00 | | |
| | | | | | | | TOTAL FUND 189 | | 240,500.00 | |
| ----- | | | | | | | | | | |
| 158 | BLUE VA PU | BLUE VALLEY PUBLIC SAFETY INC | 338206 | 106047 AP | 12/08/2023 | 3-198-5-18-201 | SHERIFF - 2024 MAINT AGREEMENT | 15,000.00 | | |
| | | | | | | | TOTAL FUND 198 | | 15,000.00 | |
| ----- | | | | | | | | | | |
| 1851 | KANSAS ONE-CALL SYST | KANSAS ONE-CALL SYSTEM INC | 338240 | 106081 AP | 12/08/2023 | 3-212-5-00-2 | 08-LVPWD01 LOCATES | 4.80 | | |
| | | | | | | | TOTAL FUND 212 | | 4.80 | |
| ----- | | | | | | | | | | |
| 451 | AETNA | AETNA LIFE INSURANCE COMPANY | 338200 | 106041 AP | 12/08/2023 | 3-510-2-00-939 | 108798268 DECEMBER PREMIUMS | 6,819.30 | | |
| 451 | AETNA | AETNA LIFE INSURANCE COMPANY | 338200 | 106041 AP | 12/08/2023 | 3-510-2-00-939 | 108798268 DECEMBER PREMIUMS | 340,238.66 | | |
| 451 | AETNA | AETNA LIFE INSURANCE COMPANY | 338200 | 106041 AP | 12/08/2023 | 3-510-2-00-944 | 108798268 DECEMBER PREMIUMS | 44.97 | | |
| 451 | AETNA | AETNA LIFE INSURANCE COMPANY | 338200 | 106041 AP | 12/08/2023 | 3-510-2-00-944 | 108798268 DECEMBER PREMIUMS | 10,149.63 | | |
| | | | | | | | *** VENDOR | 451 TOTAL | 357,252.56 | |
| 1504 | DELTA DENTAL OF KS | DELTA DENTAL OF KANSAS | 338217 | 106058 AP | 12/08/2023 | 3-510-2-00-942 | DENTAL PREMIUMS - DECEMBER | 20,131.50 | | |
| 1504 | DELTA DENTAL OF KS | DELTA DENTAL OF KANSAS | 338217 | 106058 AP | 12/08/2023 | 3-510-2-00-942 | DENTAL PREMIUMS - DECEMBER | 350.86 | | |
| 1504 | DELTA DENTAL OF KS | DELTA DENTAL OF KANSAS | 338217 | 106058 AP | 12/08/2023 | 3-510-2-00-942 | DENTAL PREMIUMS - DECEMBER | 1,572.12 | | |

warrants by vendor

START DATE: 12/01/2023 END DATE: 12/08/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | |
|-----|----------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|------------|--------------|
| 758 | GUARDIAN | THE GUARDIAN LIFE INSURANCE CO | 338230 | 106071 AP | 12/08/2023 | 3-510-2-00-961 | *** VENDOR | 1504 TOTAL | 22,054.48 |
| | | | | | | | SHORT TERM DISABILITY - DEC PR | | 9,169.73 |
| | | | | | | | TOTAL FUND 510 | | 388,476.77 |
| | | | | | | | TOTAL ALL CHECKS | | 1,155,217.13 |

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

| | | |
|-----|---------------------------------|--------------|
| 001 | GENERAL | 138,952.48 |
| 108 | COUNTY HEALTH | 3,764.25 |
| 115 | EQUIPMENT RESERVE | 258.64 |
| 121 | JUVENILE JUSTICE AUTHORITY | 2,000.00 |
| 123 | JUVENILE CRIME PREVENTION | 49.14 |
| 126 | COMM CORR ADULT | 609.14 |
| 127 | COMM CORR ADULT NON GRANT | 100.00 |
| 133 | ROAD & BRIDGE | 227,829.32 |
| 136 | COMM CORR JUVENILE | 107.47 |
| 137 | LOCAL SERVICE ROAD & BRIDGE | 52,056.22 |
| 138 | JUV INTAKE & ASSESSMENT | 47.05 |
| 145 | COUNCIL ON AGING | 26,668.96 |
| 153 | PUBLIC WORKS,EQUIP.RESERVE FUND | 52,900.92 |
| 160 | SOLID WASTE MANAGEMENT | 4,874.31 |
| 174 | 911 | 1,017.66 |
| 189 | TONGANOXIE TWP TRAFFIC IMPACT | 240,500.00 |
| 198 | SPECIAL GRANTS | 15,000.00 |
| 212 | SEWER DISTRICT 2: TIMBERLAKES | 4.80 |
| 510 | PAYROLL CLEARING | 388,476.77 |
| | TOTAL ALL FUNDS | 1,155,217.13 |

Consent Agenda 12/13/2023
Checks 12/1-12/8

RESOLUTION 2023- 35

WHEREAS the County of Leavenworth, Kansas, has determined that the financial statements and financial reports for the year ended 2023 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of County of Commissioners or the members of the general public of the County of Leavenworth and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended 2023.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Leavenworth County, Kansas, in regular meeting duly assembled this 13rd day of December, 2023 that the Board of County Commissioners waives the requirements of K.S.A. 75-1120a(a) as they apply to the County of Leavenworth for the year ended 2023.

BE IT FURTHER RESOLVED that the Board of County Commissioners shall cause the financial statements and financial reports of the County of Leavenworth to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the state of Kansas.

Vicky Kaaz, Chairman

Jeff Culbertson, Member

Doug Smith, Member

Mike Smith, Member

Mike Steiben, Member

Dated: December 13, 2023

Attest: Janet Klasinski, County Clerk

**Leavenworth County
Request for Board Action
Resolution 2023-32
Special Use Permit Tri-Hull Crane Rental LLC**

Date: November 29, 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

Action Requested:

MADAM CHAIR, BASED ON THE FINDINGS ON THE GOLDEN FACTORS, AS SET FORTH IN THE STAFF REPORT AND AS ADOPTED BY THE PLANNING COMMISSION AND SUBSTANTIATED BY THE FACTS, TESTIMONY AND EVIDENCE PRESENTED, I MOVE TO ADOPT RESOLUTION 2023-32 AND CONDITIONALLY APPROVE THE PROPOSED SPECIAL USE PERMIT AS OUTLINED IN CASE DEV-2023-136 SUBJECT TO THE PERFORMANCE AND OBSERVATIONS OF THE CONDITIONS SET FORTH IN THE STAFF REPORT

Analysis: In Resolution 2023-32, the applicant is requesting a Special Use Permit for an existing crane rental business. The business is operating under an active SUP issued in 2021. LVCO BOCC Resolution 2020-25 approved the operation of this business for an initial 3-year term with a single renewal clause for an additional 2 years. There are no changes to this business.

The applicant in their narrative have requested a 10-year term. Staff recommends that the terms of the original resolution be continued until the previously established termination date of January 13, 2026.

Additionally, staff recommends all conditions of approval listed in the staff report should be applicable to SUP issuance.

The general hours of operation are proposed to be Monday-Friday from 7:00AM until 5:00PM. Typically, the site will be visited by six employees. Customers to the site are not proposed. The proposed use is allowed with a special use permit.

Planning Commission Recommendation: The Planning Commission voted 9-0 to recommend approval of Resolution 2023-32 (Case No. DEV-23-136) renewal of a Special Use Permit for Tri-Hull Crane Rentals LLC in conformance with BOCC Resolution 2020-25 and with conditions as stated in the staff report.

Alternatives:

1. Approve Resolution 2023-32 (Case No. DEV-23-136), Special Use Permit for Tri Hull Crane Rentals LLC, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2022-32 (Case No. DEV-23-136), Special Use Permit for Tri-Hull Crane Rentals LLC, with Findings of Fact; or

3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-32 (Case No. DEV-23-136), Special Use Permit for Tri-Hull Crane Rentals LLC, 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, BOCC Resolution 2020-25, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-23-136 SUP – Contractors Yard – Tri-Hull Crane Rental

November 8, 2023

REQUEST: *Public Hearing Required*

- Zoning Amendment Special Use Permit
 Temporary Special Use Permit

STAFF REPRESENTATIVE:

JOHN JACOBSON
DIRECTOR

SUBJECT PROPERTY: 24838 LORING ROAD



APPLICANT/APPLICANT AGENT:

DEE HULL
TRI-HULL CRANE RENTAL
24838 LORING RD
LAWRENCE, KS 66044

PROPERTY OWNER:

TRI-HULL LLC

CONCURRENT APPLICATIONS:

N/A

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL 2.5 acre minimum

LEGAL DESCRIPTION:

A tract of land located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-23-136 , Special Use Permit for Tri-Hull LLC for a Special Use Contractor Yard, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-23-136 , Special Use Permit for Tri-Hull LLC for a Special Use Contractor Yard, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: +- 39.70 ACRES

PARCEL ID NO:
211-11-0-00-00-017.02

BUILDINGS: Three
EXISTING: Manufactured Home and two accessory buildings.

PROJECT SUMMARY:

The applicant is requesting a **ten-year** extension of a Special Use Permit for Contractor’s Yard for Tri-Hull Crane Rental. This request is not in conformance with LVCO BOCC Resolution 2020-25 (PID 211-11-0-00-00-017.02).

ACCESS/STREET:

147TH STREET - COUNTY COLLECTOR
±22’ WIDE, PAVED/GRAVEL/DIRT

Location Map:



UTILITIES

SEWER: SEPTIC

FIRE: RENO

WATER: N/A

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW: 10/12/2023

NEWSPAPER NOTIFICATION:
10/18/2023

NOTICE TO SURROUNDING
PROPERTY OWNERS:
10/18/2023

| FACTORS TO BE CONSIDERED: | | |
|--|--|---------|
| <i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i> | Met | Not Met |
| <p>1. Character of the Neighborhood: <i>Density:</i> Surrounding properties are residences and farms from 1 to 140 acres in size.</p> | ✓ | |
| <p>2. Zoning and uses of nearby property: <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. <i>Adjacent Zoning:</i> All adjacent properties are zoned RR-5</p> | ✓ | |
| <p>3. Suitability of the Property for the uses to which is has been restricted: <i>The property is currently operating under an existing SUP. The property is suitable as a rural residence, for agricultural uses and <u>the proposed use is restricted by previous BOCC action to a maximum term of 2 additional years.</u></i></p> | ✓ | |
| <p>4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>The use is likely to detrimentally impact neighboring parcels as a long-term use. This use is industrial in nature and should as a long-term solution, be located in an appropriately zoned district.</i> <i>Traffic:</i> Traffic to the site will be limited to six employees and the haul route for the cranes themselves. All business traffic will be limited to 24/40. A drainage structure assessment shall be completed per the traffic impact policy <i>Lighting:</i> The applicant indicated no use of exterior lighting. <i>Outdoor Storage:</i> Outdoor storage will be significant as the intention is to house all equipment outdoors. Screening is existing. <i>Parking:</i> Parking is provided and is adequate for the proposed use. <i>Visitors/Employees:</i> Typically, six staff will visit the site each day. Customers will not frequent the site. <i>Waste:</i> Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.</p> | <p>✓ (Condition 4)</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓ (Condition 12)</p> | ✓ |
| <p>5. Length of time the property has been vacant as zoned: <input type="checkbox"/> <i>Vacant:</i> To our knowledge, the property has never been developed. There is an existing water tower. <input checked="" type="checkbox"/> <i>Not Vacant:</i></p> | ✓ | |
| <p>6. Relative gain to economic development, public health, safety and welfare: The proposed application would allow for another business to continue to operate within Leavenworth County. There does not appear to be any detrimental effects to <i>the public health, safety or welfare.</i></p> | ✓ | |
| <p>7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Rural Residential 2.5</i></p> | | ✓ |

| | | |
|---|--|--|
| <i>Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i> | | |
|---|--|--|

STAFF COMMENTS:

The applicant is requesting a Special Use Permit for an existing crane rental business. The business is operating under an active SUP issued in 2021. LVCO BOCC Resolution 2020-25 approved the operation of this business for an initial 3-year term with a single renewal clause for an additional 2 years.

The applicant in their narrative have requested a 10-year term. Staff recommends that the terms of the original resolution be continued until the previously established termination date of January 13 of 2026.

The general hours of operation are proposed to be Monday-Friday from 7:00AM until 5:00PM. Typically, the site will be visited by six employees. Customers to the site are not proposed. The proposed use is allowed with a special use permit.

STAFF RECOMMENDED CONDITIONS:

Conditions for approval of DEV-23-136, SUP for Tri-Hull Crane Rental are as follows:

1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and limited to a period of two (2) years and non-renewable.
2. The business shall be limited to the hours of 6:00 AM until 5:00 PM, Monday-Friday and 8:00 AM until 2:00 PM, Saturday.
3. The SUP shall be limited to six full-time employees.
4. The applicant shall pay for and supply to public works for review, prior to issuance of the SUP, a drainage structure assessment by a licensed Kansas engineer. The engineer's assessment and opinion of impacted structure on the specified haul route to resist imposed loading over the term of the 24-month term. The intent is to assess and maintain the structural integrity of the county roadway and structures for the duration of the SUP use.
5. All business-related traffic shall be directed west to 24/40 Highway.
6. Business-related traffic shall not be allowed to travel east along Loring Road.
7. The existing RV shall be removed or an affidavit stating it will not be lived in shall be signed and notarized.
8. The applicant shall adhere to the following memorandums:
 - a. Memo - Kyle Anderson - Planning and Zoning, October 04, 2023
 - b. Memo - Mitch Pleak, P.E. - Public Works, October 24, 2023
 - c. Memo - John Jacobson - Planning and Zoning October 25,2023
9. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. This SUP shall be limited to the Narrative dated October 2, 2023 submitted with this application.

12. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-23-136, Special Use Permit for Tri-Hull Crane Rental, to the Board of County Commission, with Findings of Fact, and with or without conditions; or
2. Recommend denial of Case No. DEV-23-136, Special Use Permit for Tri-Hull Crane Rental, to the Board of County Commission, with Findings of Fact; or
3. Continue the Public hearing to another date, time, and place.

ATTACHMENTS:

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

RESOLUTION 2020-25

A resolution of the Leavenworth County Kansas Board of County Commission (“board”), issuing a Special Use Permit for a Contractor’s Yard – Tri-Hull Crane Rental on the following described property:

A tract of land located in the Southeast Quarter (SE 1/4) of Section Eleven (11), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Leavenworth County, Kansas, more commonly known as 24838 Loring Road, Lawrence, KS 66044

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 11th day of February, 2020, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, (“planning commission”) after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 15th day of July, 2020; and

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

WHEREAS, the board considered, in session on the 5th day of August, 2020, the recommendation of the commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the board in regular session on the 5th day of August, 2020, and incorporated herein by reference;

That Case No. DEV-20-025, Special Use Permit for a Contractor’s Yard– Tri-Hull Crane Rental be approved subject to the following conditions:

1. The SUP shall be limited to an initial period of three (3) years. Prior to the conclusion of the initial period, applicant may apply to the commission for one (1) additional two (2) year period for the SUP to continue. Based upon the facts considered and adopted by the board no term of operation shall exceed three (3) years unless the one (1) time two (2) year extension is approved, and in no event shall the term of operation for the SUP granted herein extend beyond a five (5) period from the date of this resolution.
2. The applicant shall pay a Traffic Impact Fee (TIF) of \$1,532.14.
3. Adequate screening shall be installed and maintained around the salvage yard area sufficient to screen the area from public view.
4. No residential use of any RV shall be allowed on the premises subject to the SUP. Applicant shall promptly supply to staff of the Department of Planning and Zoning adequate proof that no residential use of any RV exists on the premises.
5. The applicant shall adhere to the following memorandums:
 - a. Memo – Krystal A. Voth – Planning and Zoning, March 27, 2020

b. Memo – Mitch Pleak, P.E. – Public Works, February 28, 2020 & June 2, 2020

6. No signage is allowed.
7. No on-street parking shall be allowed.
8. This SUP shall be limited to the Narrative dated February 11, 2020 submitted with this application and specifically that the SUP granted herein does not include the operation of any salvage operations not incidental to the primary business of applicant.
9. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Adopted this 13th day of January, 2021
Board of County Commission
Leavenworth, County, Kansas



Michael Smith, Chairman



Jeff Culbertson, Member



Vicky Kaaz, Member



Doug Smith, Member



Mike Stieben, Member


ATTEST

Janet Klasinski

~~* KS State Tax Clearance~~

SPECIAL USE PERMIT APPLICATION

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

SCANNED

#300 need \$100.
CK 21164 in vault

| APPLICANT/AGENT INFORMATION | OWNER INFORMATION (If different) |
|--|----------------------------------|
| NAME <u>Donna Hull</u> | NAME _____ |
| ADDRESS <u>24838 Loring Rd</u> | ADDRESS _____ |
| CITY/ST/ZIP <u>Lawrence, KS 66044</u> | CITY/ST/ZIP _____ |
| PHONE <u>816-729-0261</u> | PHONE _____ |
| EMAIL <u>thcranerental@gmail.com</u> | EMAIL _____ |
| CONTACT PERSON <u>Donna (DEE) Hull</u> | CONTACT PERSON _____ |

PROPERTY INFORMATION

* PID: 211-11 017.02 Zoning District: Reno

Address of property 24838 Loring Rd Parcel size 40 Acres

Current use of the property Small family farm, Crane Rental Business

Does the owner live on the property? Yes No

Proposed Special Use Continued use of Crane Rental Business

TAX ASSESSEMENT STATEMENT

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

Donna Hull

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

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

Signature Donna M Hull

Date 09/19/2023

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business Tri-Hull Crane Rental, LLC

Existing and Proposed Structures House, Horse barn, Large barn/garage proposed new home and additional building

Number of structures used for Special Use Permit 1

Will the use require parking? Yes No How many parking spaces are proposed/available? 8/8

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

Reason for requesting a Special Use Permit: Continued use of Crane Rental Business

Estimated Traffic

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

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

Daily 6 Weekly 30 Monthly 120

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

Daily 8 Weekly 32 Monthly 128

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

Passenger: Months _____ Weeks _____ Days _____

Commercial: Months _____ Weeks _____ Days _____

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

No additional seasonal trips

What is the anticipated route(s) from the nearest State Highway to the Site? right to US 24/40 Highway, or left to KS 32
no changes to routes currently used

Special Use Permit Renewal

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

We have purchased addition equipment, however we have the same number of employees, no additional traffic trips are expected.

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

L0505072

CAPITAL TITLE INSURANCE COMPANY, LC
3115 W. 6th Street, Suite K
Lawrence, Kansas 66049

Entered in the transfer record in my office this

2nd day of June, 2005
[Signature]
County Clerk

STATE OF KANSAS
COUNTY OF LEAVENWORTH-SC
FILED FOR RECORD

2005 JUN -7 P 1:39

STACY R. DRISCOLL
REGISTER OF DEEDS

[Handwritten initials]

KANSAS WARRANTY DEED
(Kansas Statutory Form)

Grantor: **Dennis H. Milleret and Carolyn Y. Milleret, husband and wife**

For One Dollar and other valuable considerations conveys and warrants to

Grantee: **Tri-Hull, LLC**

the following described real estate:

A tract of land located in the Southeast Quarter (SE/4) of Section Eleven (11), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of said Southeast Quarter (SE/4), thence North 90° 00' 00" East along the South line of said Southeast Quarter (SE/4) 655.88 feet to the True Point of Beginning; thence North 0° 05' 29" West parallel to the West line of said Southeast Quarter (SE/4) 2,653.55 feet to a point on the North line of said Southeast Quarter (SE/4) which is South 89° 44' 15" East 655.89 feet from the Northwest corner of said Southeast Quarter (SE/4), thence South 89° 44' 15" East along said North line 657.02 feet, thence South 0° 05' 29" East parallel to the West line of said Southeast Quarter (SE/4) 2,650.54 feet to the South line of said Southeast Quarter (SE/4), thence South 90° 00' 00" West along said South line 657.00 feet to the POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever; the said party(ies) of the first part hereby covenanting that he/she/they lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim; and that he/she/they will warrant and defend the title to the said premises unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party(ies) of the first part has/have hereunto set his/her/their hand(s) and seal on this 2nd day of June, 2005

[Signature]
Dennis H. Milleret

[Signature]
Carolyn Y. Milleret

STATE OF KANSAS)

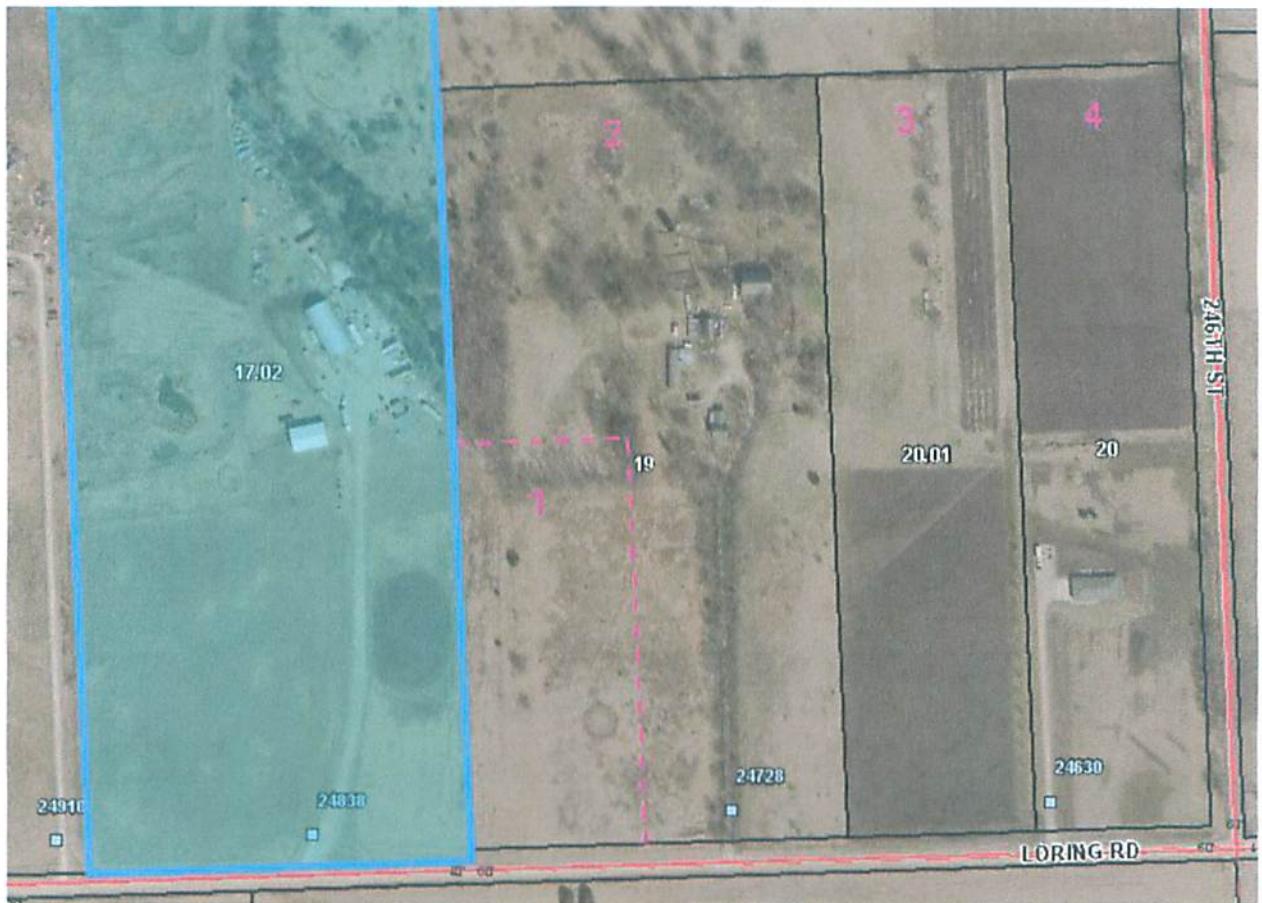
COUNTY OF DOUGLAS)

On this 2nd day of June, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis H. Milleret and Carolyn Y. Milleret, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

[Signature]
Notary Public

RANDALL L. RUSSELL
Notary Public - State of Kansas
My Appl. Exp. 6-28-05



Business Description 2023

Our small family business consists of specialized mobile cranes and occasional use of semi tractors and trailers. In addition, we have a variety of farm vehicles for property maintenance and farm use. Our business is weather dependent similar to construction. We do not produce or manufacture a product to sell and have no store front for sales.

We would like to apply for a 10-year extension of the current SUP. There are now several Special Use Permits along this road and in the area that we know of; 2 Wineries with a high volume of traffic that way exceeds the amount of traffic that we use and is continually increasing, a hog raising facility, and a nursery. In addition, the economy has continued to get worse since our first application and doesn't appear to be getting better. Currently our property is taxed as commercial property which the other SUP's are not.

We don't have food or alcohol service.

We don't have any signs up or have any plans to install any at this time.

Our hours of operation are 6am to 5pm, Monday thru Friday and occasionally Saturday.

We have 6 full time employees, 3 of which are family. Only 3 of our employees come to this place of business as work is scheduled.

We receive deliveries; however, nothing is regularly scheduled. We get 1-2 deliveries a week of equipment.

Our storage and equipment are parked several hundred feet off the roadway.

We do offer short term storage of equipment that we are going to place on a job for our customers, which consists largely of mechanical equipment. We recycle equipment thru American Recycling out of Topeka or Kansas City and Rapid Recovery for any equipment removed.

Our initial traffic route is right and or left out of the drive way on to Loring Rd a (gravel road) to US-24 Hwy or KS-32 Hwy.

No additional water is needed. However, we do have a Johnny on the spot for our employees and anyone who needs the use of one.

There is no pollution hazard. We don't use chemicals or store any.

We have a bulk fuel tank that is serviced by Leavenworth CO-OP it fills our farm and business vehicles. We do use oil and we store a small bulk amount of it for use in routine oil changes and maintenance, as well as parts and supplies. The used oils are then recycled

Our future plans would be to build another large barn to store our equipment so that it is under cover and out of the weather. It is also our intent to remodel or build a new home to replace our current one.

We have security lightening on both the garage and horse barn
Emergency and safety contacts are posted on the door, fire extinguishers, and evaluation plans are in place.

OWNER AUTHORIZATION

I/We Donna Hull, hereby referred to as the "Undersigned", being of lawful age, do hereby on this ___ day of _____, 20___, 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 _____ (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.

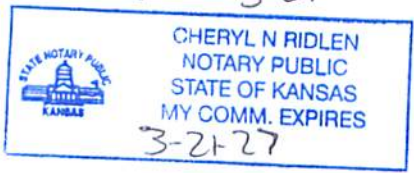
Donna Hull
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 29 day of August, 2023,
by Cheryl N. Bidler.

My Commission Expires: 3-21-27



Cheryl N. Bidler
Notary Public

ATTACHMENT C



Kansas Department of Revenue
COMMERCIAL MOTOR VEHICLE OFFICE

PO BOX 12003
 Topeka, KS 66601
 Phone: (785) 296-6541
www.truckingks.org

Vehicle Checklist

Invoice Number : 554165
 Invoice Date : 02/20/2023

Account : 950476
 Fleet : 002
 Supplement Number : 0
 Registration Year : 2023
 Number of Reg. Months : 12
 Number Power Units : 4
 Number Trailer Units : 6
 Effective Date : 01/01/2023
 Expiration Date : 12/31/2023
 Processor : KMCASDB
 Quarterly Payment : NO
 Quarterly Amount : \$0.00
 Exchange Rate : 0.747400

TRI-HULL CRANE RENTAL LLC
 24838 LORING RD
 LAWRENCE KS 66044

Supplement Type : RENEW FLEET

| UNIT # | VIN | AI | POW | LSA | PR | LPA | STA | HVUT | LR | BOS | STD | VI | ETSAM | REG | POE |
|-----------------|------------------------------|----|-----|-----|----|-----|-----|------|----|-----|-----|----|-------|--------------|-----|
| 0139 | 1XPFDU9X04D830139 | | | | | | | C | | | | | | N | |
| 4 | 1T9SK4839E1008263 | | | | | | | C | | | | | | N | |
| 3660 | 1L9GA72A0XL033660 | | | | | | | C | | | | | | N | |
| 3 | 1W9FL48264E285457 | | | | | | | | | N | | | | N | |
| 8276 | 1FDYY95X7JVA48276 | | | | | | | C | | | | | | N | |
| 500 | 1T9E48408J1114126 | | | | | | | C | | | | | | N | |
| 364 | 13ZGF2421Y1003364 | | | | | | | C | | | | | | N | |
| 2 | 1FDYY90R8RVA12553 | | | | | | | C | | | | | | N | |
| 7621 | 1HSZJJUR4GHA17621 | | | | | | | | | N | | | | N | |
| 6598 | 5MAPA4521DC026598 | | | | | | | C | | | | | | N | |
| 6588 | 5MAPA4529DC026588 | | | | | | | C | | | | | | N | |
| 6204 | 1FUY3WDB2XLB46204 | | | | | | | C | | | | | | N | |

C: Collected

N: Not Required

O: Outstanding

S: System Collected

Tax History Inquiry for TRI-HULL LLC

[View Parcel Information](#) --- [Tax Search Page](#)

| Property Address | | | | | | | | | | | |
|-------------------------|-----|---------------|--------------------|-----------|------------|---|------------------|------------------|-----|-----------------------|---|
| 24838 LORING RD | | | | | | | | | | | |
| Tax ID | | Sec-Twn-Rng | Sub | Blk | Lot | Description | | | | Parcel Id/Cama | Parcel Classes |
| 2022 RealEstate - 34223 | | 11-12-20E | | | | S11, T12, R20E, ACRES 39.75, E657.02' OF, W1312.91' W1.2 SE1/4 LESS ROW | | | | 211-11-00-00-017.02-0 | Agricultural Real Estate Farmstead Commercial Real Estate |
| Tax Unit | USD | Cty/Twn | Assessed Valuation | Mill Levy | Ad Valorem | Special Assessments | Total Tax | Total Paid | DIQ | Book-Page | Date of Transfer |
| 103 | 497 | RENO TOWNSHIP | \$46901 | 106.097 | \$4884.06 | \$0 | Amount \$4884.06 | Amount \$4884.06 | No | 0952 - 1256 | 0 |

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**
TECHNOLOGIES



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Tri-Hull Crane Rental, LLC
DBA as Tri-Hull Crane Rental, LLC

ISSUE DATE

10/02/2023

TRANSACTION ID

TYJ5-6MS7-782A

CONFIRMATION NUMBER

C2KB-6PHA-P5M5

TAX CLEARANCE VALID THROUGH 12/31/2023

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

From: [Dylan Ritter](#)
Sent: Tuesday, October 10, 2023 9:36 AM
To: [Johnson, Melissa](#)
Cc: [Anderson, Kyle](#); [Brown, Misty](#); [Magaha, Chuck](#); [Miller, Jamie](#); [Noll, Bill](#); [PZ](#); [Patzwald, Joshua](#); [Van Parys, David](#); mpleak@olsson.com; tyler.rebel@evergy.com
Subject: Re: DEV-23-136 Special Use Permit - Tri Hull LLC Crane Rental at 24838 Loring Rd

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.

No concerns from Reno Township Fire Department.

On Mon, Oct 2, 2023 at 12:59 Johnson, Melissa <MJohnson@leavenworthcounty.gov> wrote:

The Department of Planning & Zoning has received an application for a Special Use Permit regarding Tri-Hull Crane Rental located at 24838 Loring Rd.

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 Wednesday October 11th, 2023.

If you have any questions or need additional information, please contact us at (913) 684-0465 or at 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](#)

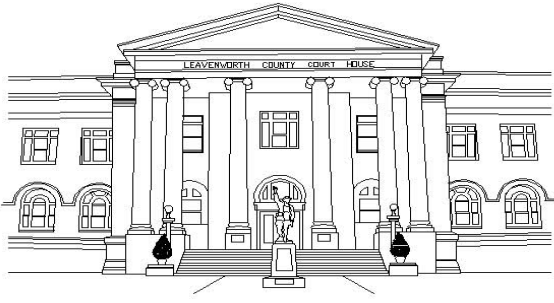
(913) 684-0465

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.

--

Deputy Chief
Dylan Ritter
Reno Township Fire Department
12755 238th St, 66052
(913)-339-8973



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

October 24th, 2023

Tri-Hull DEV-23-136 – Public Works Review

The Public Works Department have reviewed the following documents:

- 2023.10.02 Application
- 2023.09.25 Aerial view of property
- 2023 Narrative of business
- 2023.10.19 Applicant Correspondence

Below are comments from the received documents listed above. Direct any questions to John Jacobson at jjacobson@leavenworthcounty.gov.

Public Works review is limited to public right-of-way only and the route along Loring Road between US-24/40 and the SUP Site (24838 Loring Road). Route is a gravel roadway.

Planning and Zoning Department has contacted KDOT regarding the SUP access from US-24/40 to Loring.

Route was reviewed for traffic and physical roadway impacts with no comments at this time.

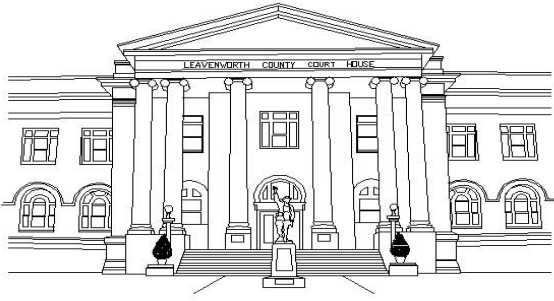
Public Works Review:

1. Route includes two (2) 24" corrugated metal pipes and a reinforcement box culvert (RCB). County provided available information on the existing RCB, which consisted of an inspection report. As-built plans are not available. Olsson conducted a site visit on the storm structures and found that the pipes are in good condition. The RCB is in fair condition under the driving surface and very poor condition at the wingwalls.

According to the applicant's website, they offer crane rentals which are in excess of legal loads. It is recommended a load rating signed by a Kansas Professional Engineer be completed on the corrugated metal pipe crossings and RCB.

Per the Traffic Impact Policy:

The Applicant shall inspect and complete a structural health assessment for the structures along the route. This assessment shall evaluate the condition and ability for all drainage structures under the public roadway to satisfactorily carry the anticipated truck loadings. The structures shall be defined as all bridges (including those with a length less than FHWA's 20-foot bridge length),



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

culverts, and storm pipes greater than 15 inches in diameter. The assessment shall include a photo log of each structure, condition assessment (utilize NBI ratings criteria, where applicable), tabulation of deficiencies, and recommendation for suitability to sustain the proposed traffic loadings. The assessment shall be signed and sealed by a professional engineer registered in the State of Kansas. The photo log shall include two structure end elevations, one photo looking in each direction along the roadway at the structure, one photo looking upstream, one photo looking downstream, and at least one photo through the opening of the structure.

DRAFT



County of Leavenworth
Planning & Zoning Department
300 Walnut, Suite 212
Leavenworth, Kansas 66048
Phone: 913-684-0465

October 25, 2023

To: Donna Hull
24838 Loring Road
Lawrence, KS 66044

Re: Special Use Permit
DEV-23-136

Ms. Hull,

Staff has reviewed the application and narrative for Tri Hull Crane Rental, which was submitted on October 2, 2023.

Upon review of your application, staff has the following comments:

1. The narrative indicates a change in traffic pattern to Loring Road. Please refer to the previously issued SUP (Resolution 2020-25) for associated restrictions.
2. Please be advised that staff will recommend all traffic be diverted to the 24/40 corridor.
3. Please be advised that in accordance with the Traffic Impact Policy, the applicant will be required to have a licensed Kansas Professional Engineer complete a Drainage Structure Assessment for all impacted structures on the haul route as a condition of approval.
4. The narrative does not indicate major changes to the original issued SUP. Please confirm that this is the intent.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at JJacobson@LeavenworthCounty.Gov

Respectfully,

John Jacobson
Director
Planning and Zoning
Leavenworth County



Kansas Department of Revenue COMMERCIAL MOTOR VEHICLE OFFICE

PO BOX 12003
Topeka, KS 66601
Phone: (785) 296-6541
www.truckingks.org

Vehicle Checklist

Invoice Number : 554165
Invoice Date : 02/20/2023

Account : 950476
Fleet : 002

TRI-HULL CRANE RENTAL LLC
24838 LORING RD
LAWRENCE KS 66044

Supplement Number : 0
Registration Year : 2023
Number of Reg. Months : 12
Number Power Units : 4
Number Trailer Units : 6
Effective Date : 01/01/2023
Expiration Date : 12/31/2023
Processor : KMCASDB

Supplement Type : RENEW FLEET

Quarterly Payment : NO
Quarterly Amount : \$0.00
Exchange Rate : 0.747400

| UNIT # | VIN | AI | POW | LSA | PR | LPA | STA | HVUT | LR | BOS | STD | VI | ETSAM | REG | POE |
|-----------------|------------------------------|----|-----|-----|----|-----|-----|------|----|-----|-----|----|-------|-----|-----|
| 0139 | 1XPFDU9X04D830139 | | | | | | | | | | | | | | |
| 4 | 1T9SK4839E1008263 | | | | | | | | | | | | | | |
| 3660 | 1L9GA72A0XL033660 | | | | | | | | | | | | | | |
| 3 | 1W9FL48264E285457 | | | | | | | | | | | | | | |
| 8276 | 1FDYY95X7JVA48276 | | | | | | | | | | | | | | |
| 500 | 1T9E48408J1114126 | | | | | | | | | | | | | | |
| 364 | 13ZGF2421Y1003364 | | | | | | | | | | | | | | |
| 2 | 1FDYY90R8RVA12553 | | | | | | | | | | | | | | |
| 7621 | 1HSZJJUR4GHA17621 | | | | | | | | | | | | | | |
| 6598 | 5MAPA4521DC026598 | | | | | | | | | | | | | | |
| 6588 | 5MAPA4529DC026588 | | | | | | | | | | | | | | |
| 6204 | 1FUJ3WDB2XLB46204 | | | | | | | | | | | | | | |

C: Collected

N: Not Required

O: Outstanding

S: System Collected

RESOLUTION 2023-32

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for Tri-Hull Crane Rentals LLC on the following described property:

A tract of land located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas more commonly known as 24838 Loring Road.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 13th day of October, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 8th day of November, 2023; and

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

WHEREAS, the Board of County Commission considered, in session on the 13th day of December, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the findings as set forth in the staff report and as adopted by the Planning Commission; and
2. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and
3. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 13th day of December, 2023, and incorporated herein by reference;

That Case No. DEV-23-136, Special Use Permit for Tri-Hull Crane Rentals LLC be conditionally approved subject to the performance and observation of the following conditions:

1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and limited to a period of two (2) years and is non-renewable.

2. The business shall be limited to the hours of 6:00 AM until 5:00 PM, Monday-Friday and 8:00 AM until 2:00 PM, Saturday.
3. The SUP shall be limited to six full-time employees.
4. The applicant shall pay for and supply to public works for review, prior to issuance of the SUP, a drainage structure assessment by a licensed Kansas engineer. The engineer's assessment shall include an opinion of impacted structure on the specified haul route to resist imposed loading over the term of the 24-month term. The intent is to assess and maintain the structural integrity of the county roadway and structures for the duration of the SUP use.
5. All business-related traffic shall be directed west to 24/40 Highway.
6. Business-related traffic shall not be allowed to travel east along Loring Road.
7. The existing RV shall be removed or an affidavit stating it will not be lived in shall be signed and notarized.
8. The applicant shall adhere to the following memorandums:
 - a. Memo - Kyle Anderson - Planning and Zoning, October 04, 2023
 - b. Memo - Mitch Pleak, P.E. - Public Works, October 24, 2023
 - c. Memo - John Jacobson - Planning and Zoning October 25,2023
9. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. This SUP shall be limited to the Narrative dated October 2, 2023 submitted with this application.
12. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas **more commonly known as 24838 Loring Road.**

Adopted this 13th day of December, 2023
Board of County Commission
Leavenworth, County, Kansas

Vicky Kaaz, Chairperson

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Doug Smith, Member

Mike Smith, Member

Mike Stieben, Member

Leavenworth County Request for Board Action

Date: December 7th, 2023

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approval of the 2024 Dust Control Request Form.

Recommendation: Approve

Analysis:

Hard surface dust control policies are articulated in Resolution 2022-27. The only change between the 2023 and 2024 program is the cost.

The cost for installation and maintenance for the 2024 Hard Surface Dust Control program will increase approximately 13% from the 2023 program to account for an increase in costs of labor and materials. Analysis of the completed 2023 program indicates that this proposed increase would cover only the minimum cost to provide a hard-pave surface on any gravel roadway. Any additional costs, such as a need for increased roadway preparations, will be subsidized by the Department of Public Works from the Dust Control line-item in the Road and Bridge Budget. In 2022, the road department switched from three coats of chip and seal for this program and utilized a single application of asphalt material.

Cost for 2024 installation: \$28.11/LF

**Cost for 2024 non-connected maintenance:
\$7.35/LF**

Applications will no longer be accepted past May 15, 2024, if the program has not already reached capacity at that time. This is an extension of the 2024 deadline of April 15th.

Alternatives: Table, deny

Budgetary Impact:

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

Total Amount Requested: Majority Resident Funded, Subsidized amount will only be known after residents sign up for the program, each site is reviewed, and the resident's payment method is determined.

Additional Attachments:

Request for Hard Surface Dust Control 2024 Form

REQUEST FOR HARD SURFACE 2024 DUST CONTROL

Dust Control requests must be a minimum of 300 consecutive feet and a maximum of 2,640 consecutive feet. A group of neighbors may split the cost if desired, and are encouraged to submit their application as a group, if payment is presented in full. 5-Year County Financing may be available through the County Clerk for connected Hard Surface Dust Control installations, as defined within the current Gravel Road Dust Abatement policy. For all applications requesting financing, individual property owner must apply separately.

Any non-connected Hard Surface Dust Control will **not** receive future maintenance provided by the County and will require future maintenance to be paid for by the property owner. If roadways are not maintained, the roadway will be returned to gravel upon disrepair.

Dust Control is available on a first come, first serve basis. The 2024 program will be closed to requests after May 15, 2024 or after receiving registration of 6 total projects, whichever occurs first.

1 - INSTALLATION OF ASPHALT DUST CONTROL - \$28.11 PER FOOT

2 – MAINTENANCE NON-CONNECTED - \$7.35 PER FOOT: Applies to existing chip & seal dust control sections that are ineligible for County funded maintenance (non-connected Hard Surface Dust Control locations)

- One (1) application of road oil and one (1) application of Cover Material.

Please complete the bottom portion of this form and return it with your verification of financing, check or money order payable to Leavenworth County, 300 Walnut St., Leavenworth, KS 66048. Should you have any questions, please contact Public Works (913) 684-0470 or the County Shop at (913) 727-1800. You can obtain a form by coming to the Department of Public Works, calling an email request, emailing a request to publicworks@leavenworthcounty.gov or visiting www.leavenworthcounty.gov

DUST CONTROL PROGRAM REGISTRATION FORM

Please check one: ___ Installation \$28.11 per foot ___ Maintenance \$7.35 per foot

___ Applicant is Requesting Financing*

I UNDERSTAND THE WORK IS TEMPORARY IN NATURE AND THE EFFECTIVENESS OF THE DUST CONTROL METHOD IS NOT WARRANTED OR GURANTEED.

Name _____ Daytime Phone _____

Address _____ City _____ Zip _____

PID _____ Requested Road: _____

Lineal feet requested _____ (300-foot maximum) x \$ _____ (price per foot) = \$ _____ (Total Due)

PAYMENT IN FULL OR FINANCING REQUEST* MUST BE SUBMITTED WITH THIS REGISTRATION FORM

*Resident will be notified of approval by phone. If financing is denied, payment must be received in full within 14 days of notification or application will be removed from the program and reapplication will be required.

| | |
|--|---|
| DATE RECEIVED STAMP | PUBLIC WORKS OFFICE USE ONLY Check#: _____ or Financed _____ PW Signature: _____ PW Printed Name: _____ |
| CLERK'S OFFICE USE ONLY (IF FINANCED) I VERIFY THAT THERE ARE NO UNPAID/OUTSTANDING TAXES ASSOCIATED WITH THE REQUESTING PROPERTY: PID _____ Clerk's Office Signature: _____ Clerk's Office Printed Name: _____ | |

**Leavenworth County
Request for Board Action**

Date: December 7, 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

Action Requested: Approval of the Project Agreement No. 729-23 for Project No 052C-5269-01 for the replacement of SH-54 and SH-61 on Golden Road.

Analysis: This grant was awarded to the county through the Kansas Local Bridge Improvement Program. The grant pays for 80% of the construction cost of the replacement of the two bridges not to exceed \$2,000,000. This means that the county must contribute a minimum of \$400,000 towards the construction of the two structures. The bridges will be built in 2025. They were already in the county 5-year CIP as a county funded project so this grant will allow us to reallocate \$2,000,000 to other bridges that need replaced.

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:

\$400,000 minimum. Actual amount will be set at the time of the construction letting.

Additional Attachments: KDOT Agreement

PROJECT NO. 052 C-5269-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
LEAVENWORTH COUNTY, KANSAS

PROJECT AGREEMENT

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

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of bridges in the State of Kansas.
- C. The County has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties may be eligible to receive state assistance in the financing of the construction and reconstruction of bridges, roads, and state highways provided the work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

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

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

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Leavenworth County, Kansas, with its place of business at 300 Walnut Street, Leavenworth, KS 66048.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the KLBIP project to be undertaken by the County, being: **Replacement of Bridge No. 00000000520160 on Golden Drive, located 1.9 miles east of Linwood, Kansas, over a tributary to the Kansas River in Leavenworth County, Kansas, and Replacement of Bridge No. 00000000520180 on Golden Drive, located 3.0 miles east of Linwood, Kansas, over an unnamed stream in Leavenworth County, Kansas,** and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

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

ARTICLE II

FUNDING:

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

| Party | Responsibility |
|-----------|--|
| Secretary | 80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$2,000,000.00. |
| County | 20% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Non-Participating Costs, Preliminary Engineering (PE), Right of Way, and Utility adjustments. |

2. **Funding Limitation.** No reimbursement shall be made for the costs of Preliminary Engineering, Right of Way acquisition, or Utility adjustments. No reimbursement will be made for work performed by County staff for project administration, engineering, or inspection.

3. **Reimbursement Payments.** The Secretary will make partial payments to the County for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing; however, the Secretary will not make payments for reimbursement payments for Construction or Construction Engineering until the Project has been Let. **To be eligible for reimbursement, the Project must be under contract for construction prior to August 29, 2025.** A retainage of five hundred dollars (\$500.00) will be withheld from the final payment until the County completes its obligations under this Agreement, including all requirements of Exhibit A, Minimum Structure and Design Requirements.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Letting and Administration by the County.** The County will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest Responsible Bidder. The County agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

3. **Design and Specifications.** The County shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the County's established procedures, criteria, and industry standards. Specifically, the County agrees to comply with the technical and other requirements listed in Exhibit A - Structure and Design Requirements, which is attached and incorporated into this Agreement, as well as in conformity with applicable state, local, and federal law. The replacement structure design must meet current American Association of State Highway and Transportation Officials (AASHTO) Design requirements. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

4. **Consultant Contract Language.** The County shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Project. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

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

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

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

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

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

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

7. **Inspections**. The County will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The County will require at a minimum all personnel, whether County or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the County executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

8. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County will defend, indemnify, hold

harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, subcontractors, or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

10. **Reimbursement Requests.** The County shall submit invoices to the Secretary for reimbursement of costs incurred by the County for the Project. Invoices shall be submitted in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than once per month. Invoices for reimbursement of costs for Construction and Construction Engineering (CE) are not eligible for reimbursement prior to the Project being Let and the Project being under contract for construction prior to the date specified in Article II, paragraph 3.

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

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

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

14. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County

agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

15. **Failure to Let.** The County acknowledges and agrees that the County's failure to award the construction contract for the Project by **August 29, 2025**, or within two (2) years from the Project award, will be considered a constructive act of cancellation by the County and the County will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the County will be subject to the reimbursement requirements set forth in Article III, paragraph 14.

16. **Final Review.** Upon completion of the Project, the County shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Attachments are all essential documents of this Agreement and are either attached to this Agreement or incorporated by reference and made a part of this Agreement as if set forth in their entirety herein.

2. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the Project undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

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

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

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

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

10. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON (Date)

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Exhibit A: Minimum Structure and Design Requirements
- Civil Rights Attachment, Rev. 01.24.2023
- Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

**KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM FY 2024
(Minimum Structure and Design Requirements)**

- The County will acquire the services of a Professional Engineer, licensed in the state of Kansas, to perform the design and analysis of the project. All plans shall have the seal and signature of the engineer in charge of their development.
- All bridges shall be designed to carry legal loads without load posting limitations.
- A scour evaluation shall be performed on all bridges to ensure the bridge is not scour critical. Submit the completed Scour Appraisal Form 2023 (found on KART).
- Provide Load and Resistance Factor Rating (LRFR) superstructure load ratings (including Federal Highway Administration (FHWA) mandated Specialized Hauling Vehicles and Emergency Vehicles). The use of AASHTO Bridge Design and Rating (BrDR) software is preferred. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet (LRSS) sealed and signed by a licensed Professional Engineer.
- The owner is responsible for acquiring all right-of-way, permits, and clearances needed for the Project.
- Within ninety (90) days of completion of construction, submit a complete initial inspection to KDOT Bureau of Local Projects. The initial inspection shall be performed under the supervision of a qualified Bridge Inspection Team Leader.
- Submit total project costs to KDOT Bureau of Local Projects upon project completion. (Includes but is not limited to right-of-way, utility relocation, design, construction, and inspection services costs.)
- Basic hydraulic analysis based on HDS-5 or HEC-18 as appropriate.
- Load and Resistance Factor Design (LRFD) HL-93 superstructure design.
- Use Allowable Stress Design (ASD) as a minimum for foundation design. Use Modified Engineering News Record Formula for Pile Driving.
- Bridges less than 75' in length:
 - Minimum of one geology core sample and analysis report at each bridge site sealed and signed by a qualified licensed professional.
- Bridges greater than or equal to 75' in length:
 - Follow requirements in the KDOT LPA Project Development Manual for geology requirements.
 - A KDOT plan review at the field check stage is required. Geology and planned foundations should be included in the field check plan review set.

Standard industry practice and sound engineering judgment in accordance with the Kansas State Board of Technical Professions shall be exercised at all times throughout the design and analysis phases of the Project.

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

Leavenworth County Request for Board Action

Date: December 7th, 2023

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

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

Action Requested: Approval of the lease for two trucks with Nextran.

Recommendation: Approve

Analysis: In a continued effort to execute the equipment plan to utilize government leases with full warranties and secured end of use values, the public works fleet manager has bid the replacement of the following two trucks that have reached the end of their depreciated out life cycle. The clear lowest cost and available options are from Nextran at this time.

Mechanics Truck proposal breakdown to replace 2006 Freightliner

Nextran /Mack
3year lease
\$395.00 down
\$43,014.01 a year
\$155,200.00 guaranteed buyback after three years

Enterprise
5 Year lease
\$62,595 Cap Price reduction paid at delivery
\$3,337.68 per month/ \$40052.16 year
After 5 years Enterprise will sell the truck at auction and will credit the proceeds to new leased vehicle. (No guaranteed number)

Sign truck proposal breakdown to replace 2017 Ford F-550

Nextran proposal is for cab and chassis only, we will use our current body as it is in like new condition.

3 year lease
\$395.00 Down
\$17,554.10 year
\$42,000 guaranteed buyback on cab and chassis

Enterprise would not present a proposal due to needing our insurance balloon coverage to be 5 million dollars. We currently have 1 million dollar balloon coverage.

Alternatives: Table, deny

Budgetary Impact:

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

Total Amount Requested: \$182,494.33

Additional Attachments:

Available lease proposals



Prepared For: Leavenworth County, KS
George, Franklin

Date 09/12/2023
AE/AM B1S/CWS

Unit #

Year 2025 Make *Mack Model *MD7 Reg Cab

Series *Truck

Vehicle Order Type Ordered Term 60 State KS Customer# 516725

| | |
|----------------|---|
| \$ 228,410.00 | Capitalized Price of Vehicle ¹ |
| \$ 0.00 * | Sales Tax <u>0.0000%</u> State <u>KS</u> |
| \$ 3,911.87 * | Initial License Fee |
| \$ 0.00 | Registration Fee |
| \$ 0.00 | Other: (See Page 2) |
| \$ 62,595.00 * | Capitalized Price Reduction |
| \$ 0.00 * | Tax on Capitalized Price Reduction |
| \$ 0.00 | Gain Applied From Prior Unit |
| \$ 0.00 * | Tax on Gain On Prior |
| \$ 0.00 * | Security Deposit |
| \$ 0.00 * | Tax on Incentive (Taxable Incentive Total : \$0.00) |

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

| | |
|-----------------|---------------------|
| Driver Name | Customer to Provide |
| Exterior Color | WHITE |
| Interior Color | GRAY |
| Lic. Plate Type | Government |
| GVWR | 0 |

| | |
|---------------|---|
| \$ 165,815.00 | Total Capitalized Amount (Delivered Price) |
| \$ 2,487.23 | Depreciation Reserve @ <u>1.5000%</u> |
| \$ 850.45 | Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ² |

\$ 3,337.68 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

| | |
|---------|---|
| \$ 0.00 | Master Policy Enrollment Fees |
| \$ 0.00 | Commercial Automobile Liability Enrollment |
| | Liability Limit <u>\$0.00</u> |
| \$ 0.00 | Physical Damage Management |
| \$ 0.00 | Full Maintenance Program ³ Contract Miles <u>0</u> |
| | Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> |

| | |
|----------------------|-----------------------------|
| Comp/Coll Deductible | <u>0 / 0</u> |
| OverMileage Charge | <u>\$ 0.00</u> Per Mile |
| # Tires <u>0</u> | Loaner Vehicle Not Included |

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 9.5000% State KS

\$ 3,337.68 Total Monthly Rental Including Additional Services

| | |
|--------------|---|
| \$ 16,581.20 | Reduced Book Value at <u>60</u> Months |
| \$ 400.00 | Service Charge Due at Lease Termination |

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Leavenworth County, KS

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

| Description | (B)illed or (C)apped | Price |
|--|----------------------|---------------|
| Air Compressor - Boss Infinity rotary screw hydraulic air compressor (AME Quote: L3234-34) | C | \$ 0.00 |
| Inverter - 2KW pure sine wave power inverter (AME Quote: L3234-34) | C | \$ 0.00 |
| Welder - Miller Bobcat 260 welder (AME Quote: L3234-34) | C | \$ 0.00 |
| Lighting - 4 LED work lights (AME Quote: L3234-34) | C | \$ 0.00 |
| Mechanics/Crane - Stellar 12621 Crane (AME Quote: L3234-34) | C | \$ 0.00 |
| Mud Flaps (AME Quote: L3234-34) | C | \$ 0.00 |
| Service/Utility - KMT2-14 Crane Body (AME Quote: L3234-34) | C | \$ 125,190.00 |
| Cab Protector (AME Quote: L3234-34) | C | \$ 0.00 |
| Strobe Lights (AME Quote: L3234-34) | C | \$ 0.00 |
| Back Up Alarm (AME Quote: L3234-34) | C | \$ 0.00 |
| Trailer Plug (AME Quote: L3234-34) | C | \$ 0.00 |
| | | |
| Total Aftermarket Equipment Billed | | \$ 0.00 |
| Total Aftermarket Equipment Capitalized | | \$ 125,190.00 |
| Aftermarket Equipment Total | | \$ 125,190.00 |

Other Totals

| Description | (B)illed or (C)apped | Price |
|--|----------------------|----------|
| Initial Administration Fee | B | \$ 60.00 |
| Courtesy Delivery Fee | C | \$ 0.00 |
| | | |
| Total Other Charges Billed | | \$ 60.00 |
| Total Other Charges Capitalized | | \$ 0.00 |
| Other Charges Total | | \$ 60.00 |



VEHICLE INFORMATION:

2025 *Mack *MD7 Reg Cab *Truck - US

Series ID:

Pricing Summary:

| | INVOICE | MSRP |
|--------------------|--------------------|---------------|
| Base Vehicle | \$99,250 | \$0.00 |
| Total Options | \$0.00 | \$0.00 |
| Destination Charge | \$0.00 | \$0.00 |
| Total Price | \$99,250.00 | \$0.00 |

SELECTED COLOR:

Exterior: WHITE-WHITE

Interior: GRAY-GRAY

SELECTED OPTIONS:

| CODE | DESCRIPTION | INVOICE | MSRP |
|------|-------------|---------|------|
|------|-------------|---------|------|

Nextran Truck Center

November 28, 2023

FORMAL PROPOSAL

OBLIGOR: LEAVENWORTH COUNTY, KS

- ✓ This is a finance/ownership contract with vendor guaranteed buyback.
- ✓ Fixed interest rate for the three (3) year term.

EQUIPMENT: ONE (1) NEW MACK MD7 WITH SERVICE BODY

OPTION 1

| | | |
|--|--|--|
| Acquisition Cost: \$246,478.00 | Term: Three (3) years | First Payment Due: At Closing |
| Down Payment: \$ 395.00 | Payment Mode: Annual in Advance | Payment Amount (1-3): \$43,014.01 |
| Trade In: \$ 0.00 | Interest Rate: 7.130% | Final Payment Due: One Year After 3 rd Pmt |
| Principal Balance: \$246,873.00 | | Final Payment Amount (4): \$155,200.00 |

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before December 05, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

NEXTRAN TRUCK CENTER

LEAVENWORTH COUNTY, KS

Signature

Title

Signature

Title

Date

Date

Nextran Truck Center

November 28, 2023

FORMAL PROPOSAL

OBLIGOR: LEAVENWORTH COUNTY, KS

- ✓ This is a finance/ownership contract with vendor guaranteed buyback.
- ✓ Fixed interest rate for the three (3) year term.

EQUIPMENT: ONE (1) NEW MACK MD6 (CHASSIS ONLY)

OPTION 1

| | | |
|--|--|--|
| Acquisition Cost: \$ 83,000.00 | Term: Three (3) years | First Payment Due: At Closing |
| Down Payment: \$ 395.00 | Payment Mode: Annual in Advance | Payment Amount (1-3): \$17,554.10 |
| Trade In: \$ 0.00 | Interest Rate: 7.130% | Final Payment Due: One Year After 3 rd Pmt |
| Principal Balance: \$ 83,395.00 | | Final Payment Amount (4): \$42,000.00 |

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before December 05, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

NEXTRAN TRUCK CENTER

LEAVENWORTH COUNTY, KS

Signature

Title

Signature

Title

Date

Date