

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 23, 2024  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of December 18, 2024
  - b) Approval of the minutes of the legislative breakfast of December 13, 2024
  - c) Approval of the schedule for the week December 30, 2024
  - d) Approval of the check register
  - e) Approve and sign the OCB's

- f) Approve Case DEV-24-141 replat of Lee Chiles 3<sup>rd</sup> plat
- g) Approve Case DEV-24-143 Reno Estates final plat
- h) Approve Case DEV-24-139 Sunny Side Estates replat

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve a cereal malt beverage license for Lakestop LLC.
- b) Consider a motion to approve bid from Delta Innovative Services, Inc. to replace the Courthouse roof phase 1 in the amount of \$612,000.00.
- c) Consider a motion to approve Resolution 2024-31, authorizing the County to enter into an agreement with the City of Lansing for the provision of fire protection services in Fire District No. 1 beginning January 1, 2025.
- d) Consider a motion to approve a funding agreement between the County and Delaware Township for fire protection services in Delaware Township by Fire District No. 1 in 2025.

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

IX. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

## **Monday, December 23, 2024**

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

**Tuesday, December 24, 2024 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS**

**Wednesday, December 25, 2024 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS**

**Thursday, December 26, 2024**

**Friday, December 27, 2024**

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 18, 2024 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, December 18, 2024. Commissioner Culbertson; Commissioner Kaaz and Commissioner Mike Smith are present; Commissioner Stieben present by phone; Commissioner Doug Smith is absent; Also present: Mark Loughry, County Administrator; David Van Parys, Deputy County Clerk; Jamie Miller, EMS/Health Dept. Director; Janet Klasinski, County Clerk; Bill Noll, Infrastructure and Construction Services; Jamie VanHouten, Community Corrections Director; John Richmeier, Leavenworth Times

PUBLIC COMMENT:

Larry Bigelow, Larry Moore and Louis Klemp commented.

ADMINISTRATIVE BUSINESS:

Jamie Miller presented results of the health assessment that was offered to County employees.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, December 18, 2024 as presented.***

***Motion passed, 4-0.***

Commissioner Stieben mentioned complaints are being received again about the landfill in Easton.

Commissioner Culbertson opened the public hearing for the County's budget amendments.

Louis Klemp commented.

Commissioner Culbertson closed the public hearing.

Mark Loughry gave a brief summary as to why budget amendments are necessary.

Jamie VanHouten explained why the Community Corrections budget was amended.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve the amendments to the Leavenworth County budget for 2024.***

***Motion passed, 4-0.***

Commissioner Culbertson opened the public hearing for the special other funds for sewer districts 1 and 5.

Louis Klemp commented.

Commissioner Culbertson closed the public hearing.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve the amendments to the County Special Other Funds for Sewer Districts 1 and 5.***

***Motion passed, 4-0.***

Board Order 2024-10, transferring funds from the road and bridge fund to the capital road fund was presented for approval.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve Board Order 2024-10, transferring funds from the road and bridge fund of the County to the capital road fund in the amount of \$1,000,000.00.***

***Motion passed, 4-0.***

Board Order 2024-11, transferring funds from the local services road and bridge fund to the capital road fund was presented for approval.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to approve Board Order 2024-11, transferring funds from the local service road and bridge fund of the County to the capital road fund in the amount of \$400,000.00.***

***Motion passed, 4-0.***

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to contract with Lansing to provide fire protection services to the entirety of Fire District #1.***

Kathleen Williams commented.

Dale Thomas commented.

***Motion passed, 4-0.***

Commissioner Kaaz participated the Transit Authority meeting.

Commissioner Mike Smith commented on the legislative breakfast and participated in the Chili Cook-Off.

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

***Motion passed, 4-0.***

The Board adjourned at 10:05 a.m.

\*\*\*\*\*December 13, 2024 \*\*\*\*\*

The Board of County Commissioners met in a legislative breakfast on Friday, December 13, 2024. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Commissioner Culbertson was absent; Also present: Mark Loughry, County Administrator;

Representatives: Dave Buehler and Senate-Elect Jeff Klemp

Elected Officials: TerriLois Mashburn, Jim Sherley for Sheriff Andy Dedeke, Commissioner Elect Vanessa Reid

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

The Board hosted a legislative breakfast to discuss unfunded mandates, LAVTR, erosion of local revenue, water district bidding and property taxation and valuations with current representatives.

The breakfast ended at 8:55 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

## **Monday, December 30, 2024**

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

## **Tuesday, December 31, 2024**

**Wednesday, January 1, 2025 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF NEW YEAR'S DAY**

## **Thursday, January 2, 2025**

## **Friday, January 3, 2025**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

FMWARRPTR2		LEAVENWORTH COUNTY					12/12/24	9:49:48	
DCOX		WARRANT REGISTER - BY FUND / VENDOR					Page 1		
		START DATE: 12/07/2024 END DATE: 12/13/2024							
TYPES OF CHECKS SELECTED: * ALL TYPES									
		P.O.NUMBER	CHECK#						
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-001-5-53-215	NOX WEED UNIFORMS 4013-01994	97.42	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-001-5-53-215	NOX WEED UNIFORMS 4013-01994	97.42	
							*** VENDOR	4120 TOTAL	194.84
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-213	EMS VEHICLE MAINT & SUPPLY	1,665.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-213	EMS VEHICLE MAINT & SUPPLY	920.00	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-213	EMS VEHICLE MAINT & SUPPLY	352.50	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-213	EMS VEHICLE MAINT & SUPPLY	787.50	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-306	EMS VEHICLE MAINT & SUPPLY	2,331.81	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-306	EMS VEHICLE MAINT & SUPPLY	610.98	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-306	EMS VEHICLE MAINT & SUPPLY	55.08	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	345972	111805 AP	12/13/2024	4-001-5-05-306	EMS VEHICLE MAINT & SUPPLY	917.15	
							*** VENDOR	1513 TOTAL	7,640.02
20588	ADVANTAGE	ADVANTAGE PRINTING	345973	111806 AP	12/13/2024	4-001-5-03-233	168 CO TREAS CHECKSTOCK	1,091.67	
438	ADVENTHEALTH	ADVENTHEALTH SHAWNEE MISSION	345934	111795 AP	12/09/2024	4-001-5-14-321	SEXUAL ASSAULT EVIDENCE GUAR	260.00	
1061	B & W FIRE LLC	B & W FIRE LLC	345975	111808 AP	12/13/2024	4-001-5-07-353	UNMARKED SHERIFF RECHARGE 5 FI	127.50	
1061	B & W FIRE LLC	B & W FIRE LLC	345975	111808 AP	12/13/2024	4-001-5-07-353	UNMARKED SHERIFF RECHARGE 5 FI	17.50	
							*** VENDOR	1061 TOTAL	145.00
23537	BOUND TREE	BOUND TREE MEDICAL LLC	345976	111809 AP	12/13/2024	4-001-5-05-381	EMS 113712 LOVES, FIELD SUPPLI	136.79	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	345976	111809 AP	12/13/2024	4-001-5-05-381	EMS 113712 LOVES, FIELD SUPPLI	1,546.02	
							*** VENDOR	23537 TOTAL	1,682.81
28831	CE WATER MANAGEMENT	CE WATER MANAGEMENT INC	345978	111811 AP	12/13/2024	4-001-5-31-290	LEAVENWORTH COUNTY QTRLY WATER	85.00	
28831	CE WATER MANAGEMENT	CE WATER MANAGEMENT INC	345978	111811 AP	12/13/2024	4-001-5-32-268	LEAVENWORTH COUNTY QTRLY WATER	130.00	
							*** VENDOR	28831 TOTAL	215.00
8103	CHARTER COMMUNICATIO	CHARTER COMMUNICATIONS	345945	356	12/09/2024	4-001-5-07-216	INTERNET ACCESS - EOC	74.99	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	345981	111814 AP	12/13/2024	4-001-5-05-201	EMS MEDICAL DIRECTOR	1,250.00	
5362	DIAMOND DRUGS	DIAMOND DRUGS, INC	345983	111816 AP	12/13/2024	4-001-5-07-219	KSLV SHERIFF NOV INMATE PRESCR	9,157.83	
17551	DIGGER JIM	DIGGER JIM'S	345984	111817 AP	12/13/2024	4-001-5-07-208	JAIL KITCHEN GREASE TRAPS	250.00	
495	DTC WORLDWIDE	DTC WORLDWIDE	345985	111818 AP	12/13/2024	4-001-5-07-362	LC132 LVSO POWER SUPPLY CARD P	225.85	
495	DTC WORLDWIDE	DTC WORLDWIDE	345985	111818 AP	12/13/2024	4-001-5-07-362	LC132 LVSO POWER SUPPLY CARD P	34.98	
495	DTC WORLDWIDE	DTC WORLDWIDE	345985	111818 AP	12/13/2024	4-001-5-07-362	LC132 LVSO POWER SUPPLY CARD P	115.00	
495	DTC WORLDWIDE	DTC WORLDWIDE	345985	111818 AP	12/13/2024	4-001-5-07-362	LC132 LVSO POWER SUPPLY CARD P	179.90	
495	DTC WORLDWIDE	DTC WORLDWIDE	345985	111818 AP	12/13/2024	4-001-5-07-362	LC132 LVSO POWER SUPPLY CARD P	19.12	
							*** VENDOR	495 TOTAL	574.85
1032	EMS	LEAV CO EMS	345986	111819 AP	12/13/2024	4-001-5-07-219	INMATE TRANSPORT JAIL TO ST JO	494.83	
2900	EMS OVERPAYMENT	AETNA	345987	111820 AP	12/13/2024	4-001-5-05-290	REIMB TO AETNA - BILLED WRONG	482.97	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-001-5-05-215	ELEC SVC EMS 9103	418.87	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-001-5-07-223	ELEC SVC TO SIRENS	1,305.45	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-001-5-33-392	ELEC SVC 711 MARSHALL	7,190.22	
							*** VENDOR	8686 TOTAL	8,914.54
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-05-271	NEW SIM CARD FOR CAMERA IN EMS	17.00	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-05-271	JANUARY CAMERAS	120.00	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-06-222	JANUARY CAMERAS	19.95	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-11-271	JANUARY CAMERAS	19.95	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-31-230	JANUARY CAMERAS	59.85	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-41-271	JANUARY CAMERAS	120.00	
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-001-5-53-220	JANUARY CAMERAS	99.75	
							*** VENDOR	6055 TOTAL	456.50
833	GENOA HEALTHCARE	GENOA HEALTHCARE LLC	345992	111825 AP	12/13/2024	4-001-5-07-219	00104 NOV CHARGES MISSED STMT	47.27	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-05-271	LEAV01 NOVEMBER GEOLOCATING	245.31	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-06-222	LEAV01 NOVEMBER GEOLOCATING	16.33	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-11-271	LEAV01 NOVEMBER GEOLOCATING	16.33	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-31-230	LEAV01 NOVEMBER GEOLOCATING	48.99	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-41-271	LEAV01 NOVEMBER GEOLOCATING		97.98	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-001-5-53-220	LEAV01 NOVEMBER GEOLOCATING		81.65	
							*** VENDOR	243 TOTAL		506.59
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345946	357	12/09/2024	4-001-5-19-220	NOVEMBER 15 SHREDDING		192.63	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	345999	111832 AP	12/13/2024	4-001-5-19-213	2025 CSO DUES X9		75.00	
							*** VENDOR	6022 TOTAL		675.00
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345948	359	12/09/2024	4-001-5-05-215	510263944 1556921 09 GAS SERVI		64.48	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345948	359	12/09/2024	4-001-5-05-215	512142220 2006970 09 GAS SERVI		95.02	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	346035	362	12/13/2024	4-001-5-05-215	510614745 2015657 27 EMS 9101		66.46	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345948	359	12/09/2024	4-001-5-14-220	510614745 1631910 36 GAS TRANP		228.59	
							*** VENDOR	66366 TOTAL		454.55
3197	KLM	LEAGUE OF KS MUNICIPALITIES	345937	111798 AP	12/09/2024	4-001-5-14-203	2025 DUES		1,668.70	
1842	KONE INC	KONE INC	346001	111834 AP	12/13/2024	4-001-5-31-220	N40131062 ELEVATOR MAINT - NOV		129.86	
1842	KONE INC	KONE INC	346001	111834 AP	12/13/2024	4-001-5-32-262	N40131062 ELEVATOR MAINT - NOV		519.46	
1842	KONE INC	KONE INC	346001	111834 AP	12/13/2024	4-001-5-33-262	N40131062 ELEVATOR MAINT - NOV		1,179.86	
							*** VENDOR	1842 TOTAL		1,829.18
710	LIPPERT MECHANICAL	LIPPERT MECHANICAL SERVICE LLC	346005	111838 AP	12/13/2024	4-001-5-31-290	6887515 SVC CALLS CTHSE DAMPER		682.32	
710	LIPPERT MECHANICAL	LIPPERT MECHANICAL SERVICE LLC	346005	111838 AP	12/13/2024	4-001-5-31-312	6887515 SVC CALLS CTHSE DAMPER		830.61	
710	LIPPERT MECHANICAL	LIPPERT MECHANICAL SERVICE LLC	346005	111838 AP	12/13/2024	4-001-5-32-209	6887515 SVC CALLS CTHSE DAMPER		5,987.04	
710	LIPPERT MECHANICAL	LIPPERT MECHANICAL SERVICE LLC	346005	111838 AP	12/13/2024	4-001-5-32-391	6887515 SVC CALLS CTHSE DAMPER		1,534.47	
							*** VENDOR	710 TOTAL		9,034.44
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	346006	111839 AP	12/13/2024	4-001-5-01-308	LEAVENWORTH COUNTY TREASURER S		896.35	
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	346006	111839 AP	12/13/2024	4-001-5-01-308	LEAVENWORTH COUNTY TREASURER S		1,174.45	
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	346006	111839 AP	12/13/2024	4-001-5-03-237	LEAVENWORTH COUNTY TREASURER S		2,584.26	
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	346006	111839 AP	12/13/2024	4-001-5-03-237	LEAVENWORTH COUNTY TREASURER S		5,006.11	
							*** VENDOR	485 TOTAL		9,661.17
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	346007	111840 AP	12/13/2024	4-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE		3.75	
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	346007	111840 AP	12/13/2024	4-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE		209.16	
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	346007	111840 AP	12/13/2024	4-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE		60.88	
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	346007	111840 AP	12/13/2024	4-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE		91.48	
							*** VENDOR	2419 TOTAL		365.27
896	MIDWEST INDUSTRIES	MIDWEST INDUSTRIES, INC	346008	111841 AP	12/13/2024	4-001-5-07-353	TACTICAL LIGHT MOUNT/SHIPPING		696.00	
896	MIDWEST INDUSTRIES	MIDWEST INDUSTRIES, INC	346008	111841 AP	12/13/2024	4-001-5-07-353	TACTICAL LIGHT MOUNT/SHIPPING		30.00	
							*** VENDOR	896 TOTAL		726.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	346010	111843 AP	12/13/2024	4-001-5-02-304	OPL303_K CLERK/ELECTION COPIES		29.43	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	346010	111843 AP	12/13/2024	4-001-5-49-301	OPL303_K CLERK/ELECTION COPIES		34.48	
							*** VENDOR	2059 TOTAL		63.91
3	OTHER COUNTY OFFICE	TOTAL RENAL LABORATORIES	346012	111845 AP	12/13/2024	4-001-5-07-219	INMATE MEDICAL BILLS		35.09	
3	OTHER COUNTY OFFICE	TOTAL RENAL LABORATORIES	346012	111845 AP	12/13/2024	4-001-5-07-219	INMATE MEDICAL BILLS		63.65	
3	OTHER COUNTY OFFICE	TOTAL RENAL LABORATORIES	346012	111845 AP	12/13/2024	4-001-5-07-219	INMATE MEDICAL BILLS		13.63	
3	OTHER COUNTY OFFICE	TOTAL RENAL LABORATORIES	346012	111845 AP	12/13/2024	4-001-5-07-219	INMATE MEDICAL BILLS		35.09	
							*** VENDOR	3 TOTAL		147.46
535	PRECISE DUCT	GABRIEL WAYNE MENDEZ	346013	111846 AP	12/13/2024	4-001-5-07-208	CLEANED DRYVER VENTS IN JAIL		500.00	
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	346015	111848 AP	12/13/2024	4-001-5-32-280	JC:4" BASE AND MASTIC CARPET		4,959.32	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	346016	111849 AP	12/13/2024	4-001-5-01-205	KCA CONF WICHITA KS MILEAGE, P		302.17	
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	346016	111849 AP	12/13/2024	4-001-5-01-205	KCA CONF WICHITA KS MILEAGE, P		12.00	
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	346016	111849 AP	12/13/2024	4-001-5-01-205	KCA CONF WICHITA KS MILEAGE, P		9.39	
							*** VENDOR	42020 TOTAL		323.56
252	STANION WHOLESALE EL	STANION WHOLESALE ELECTRIC CO	346017	111850 AP	12/13/2024	4-001-5-07-359	27656 JAIL EXPENSE		870.07	
252	STANION WHOLESALE EL	STANION WHOLESALE ELECTRIC CO	346017	111850 AP	12/13/2024	4-001-5-07-359	27656 JAIL EXPENSE		94.50	
							*** VENDOR	252 TOTAL		964.57
226	STRYKER	STRYKER SALES CORPORATION	346018	111851 AP	12/13/2024	4-001-5-05-286	20016383 EMS1 20016383 LUCAS-F		1,779.00	
248	SUMMIT FOOD	ELIOR, INC	346019	111852 AP	12/13/2024	4-001-5-07-261	INMATE MEALS		6,033.61	
248	SUMMIT FOOD	ELIOR, INC	346019	111852 AP	12/13/2024	4-001-5-07-261	INMATE MEALS		5,909.99	
248	SUMMIT FOOD	ELIOR, INC	346019	111852 AP	12/13/2024	4-001-5-07-261	INMATE MEALS		5,791.94	
							*** VENDOR	248 TOTAL		17,735.54
4445	T MOBILE	T-MOBILE USA, INC	345938	111799 AP	12/09/2024	4-001-5-05-210	EMS WIRELESS SERVICES		446.67	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	346022	111855 AP	12/13/2024	4-001-5-09-209	1005824053 OVERPAID \$10		10.00-	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	346022	111855 AP	12/13/2024	4-001-5-19-301	100588228 DC-WESTS KSA 2024 PP		1,418.04	
							*** VENDOR	829 TOTAL		1,408.04
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	346023	111856 AP	12/13/2024	4-001-5-19-214	100492 FILE RETRIEVAL -DIST CT		14.73	
2	WATER DEPT	WATER DEPT	345941	111802 AP	12/09/2024	4-001-5-05-215	WATER SVC EMS 9101		80.26	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-11-253	CO ATTY GAS TO 11.23		30.61	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-331	EMS FUEL TO NOV 23		6,039.53	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-332	SHERIFF/EOC FUEL TO NOV 23		5,133.30	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-332	SHERIFF/EOC FUEL TO NOV 23		90.49	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-333	BLDGS & GROUNDS FUEL TO 11.23		44.19	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-335	PLANNING FUEL TO 11.23		47.54	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-901	0496-00-668063-1 FUEL REBATE T		125.80-	
276	WEX	WEX BANK	345942	353	12/09/2024	4-001-5-14-901	0496-00-668063-1 FUEL REBATE T		106.08-	
							*** VENDOR	276 TOTAL		11,153.78
897	WHOLESALE &	WHOLESALE AND LIQUIDATION EXPE	346024	111857 AP	12/13/2024	4-001-5-07-359	LAUNDRY DETERGENT - JAIL		384.50	
2007	WIRENUTS	WIRENUTS	346025	111858 AP	12/13/2024	4-001-5-07-363	PAXTON KEYRING TOKENS		590.00	
100	WITNESS LIST									
							*** VENDOR	100 TOTAL		935.18
							TOTAL FUND 001			99,533.17
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	345981	111814 AP	12/13/2024	4-108-5-00-280	DECEMBER FEES HEALTH DEPT		1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	345981	111814 AP	12/13/2024	4-108-5-00-280	DECEMBER FEES HEALTH DEPT		300.00	
							*** VENDOR	22543 TOTAL		1,500.00
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-108-5-00-213	JANUARY CAMERAS		39.90	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-108-5-00-213	LEAV01 NOVEMBER GEOLOCATING		37.74	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	346002	111835 AP	12/13/2024	4-108-5-00-280	PRENATAL CLINICAL SERVICES NOV		1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	346002	111835 AP	12/13/2024	4-108-5-00-280	PRENATAL CLINICAL SERVICES NOV		1,800.00	
							*** VENDOR	1629 TOTAL		3,600.00
276	WEX	WEX BANK	345942	353	12/09/2024	4-108-5-00-304	HEALTH DEPT FUEL TO 11.23		23.84	
276	WEX	WEX BANK	345942	353	12/09/2024	4-108-5-00-610	HEALTH DEPT FUEL TO 11.23		102.48	
							*** VENDOR	276 TOTAL		126.32

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 108	5,303.96
133	SURDEX	SURDEX CORPORATION	346021	111854 AP	12/13/2024	4-115-5-00-422	500068-01-001 MARC 2024 ORTHOP	500.00	
								TOTAL FUND 115	500.00
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-126-5-00-221	JANUARY CAMERAS	20.00	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-126-5-00-221	LEAV01 NOVEMBER GEOLOCATING	16.33	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345946	357	12/09/2024	4-126-5-00-225	NOVEMBER 15 SHREDDING	18.12	
								TOTAL FUND 126	54.45
7158	A-1 RENTAL	A-1 RENTAL	345970	111803 AP	12/13/2024	4-133-5-00-214	12-11 MONTHLY TOILET RENTAL	250.00	
7158	A-1 RENTAL	A-1 RENTAL	345970	111803 AP	12/13/2024	4-133-5-00-214	12-11 MONTHLY TOILET RENTAL	125.00	
								*** VENDOR 7158 TOTAL	375.00
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-133-5-00-215	12-31 4013-01993 PUB WORKS UNI	661.76	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-133-5-00-215	12-31 4013-01993 PUB WORKS UNI	451.76	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-133-5-00-215	12-31 4013-01993 PUB WORKS UNI	450.00	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-133-5-00-312	12-31 4013-01993 PUB WORKS UNI	249.95	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-133-5-00-312	12-31 4013-01993 PUB WORKS UNI	241.95	
								*** VENDOR 4120 TOTAL	1,155.42
4136	BRANDT FAB	BRANDT FABRICATING	345977	111810 AP	12/13/2024	4-133-5-00-360	12-46 BED SID FABRICATION 10-2	2,350.00	
778	COLEMAN IM	COLEMAN EQUIPMENT INC	345979	111812 AP	12/13/2024	4-133-5-00-364	12-32 STIHL CHAINSAW BAR/CHAIN	949.99	
2533	COMMERCIAL INDUSTRIA	COMMERCIAL INDUSTRIAL SUPPLY C	345980	111813 AP	12/13/2024	4-133-5-00-440	12-33 SVC ON WASTE OIL BURNING	215.27	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-133-5-00-251	12-28 ELEC SVC NORTH SALT DOME	32.81	
290	FELDMANS	FELDMANS	345988	111821 AP	12/13/2024	4-133-5-00-364	12-34 30336 SAFETY BOOTS J WHI	165.00	
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	345989	111822 AP	12/13/2024	4-133-5-00-213	12-47 BR A49 ENG SVC-CONST INS	48,538.08	
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	345989	111822 AP	12/13/2024	4-133-5-00-213	12-48 HP36 CONST INSP	40,000.00	
								*** VENDOR 119 TOTAL	88,538.08
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-133-5-00-229	JANUARY CAMERAS	998.65	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	345990	111823 AP	12/13/2024	4-133-5-00-360	12-35 016993 CUTTING EDGES, PL	3,216.80	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	345990	111823 AP	12/13/2024	4-133-5-00-360	12-35 016993 CUTTING EDGES, PL	77.30	
								*** VENDOR 2588 TOTAL	3,294.10
774	G W VAN KEPPEL	G W VAN KEPPEL	345991	111824 AP	12/13/2024	4-133-5-00-360	12-36 BP0005100 GUARD, HANDLE	422.29	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-133-5-00-229	LEAV01 NOVEMBER GEOLOCATING	1,229.01	
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	345995	111828 AP	12/13/2024	4-133-5-00-310	12-37 74217 ANTIFREEZE	284.05	
145	HIMPEL HARDWARE	PARK ENTERPRISE	345996	111829 AP	12/13/2024	4-133-5-00-363	12-43 817 TREATED LUMBER	5,816.20	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	345997	111830 AP	12/13/2024	4-133-5-00-303	12-44 218331 ROAD SEAL	18,125.53	
191	HOME DEPOT	HOME DEPOT USA	345998	111831 AP	12/13/2024	4-133-5-00-327	12-38 1111680 HANDLE CHAINSAW	339.00	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	346000	111833 AP	12/13/2024	4-133-5-00-364	12-39 SAFETY BOOTS - G HEIM	165.00	
48	MIDWEST MACHINERY	MIDWEST MACHINERY & SUPPLY CO	346009	111842 AP	12/13/2024	4-133-5-00-326	12-45 GUARDRAIL SUPPLIES, POST	29,803.94	
1123	POMPMIDWEST EFT	POMP'S TIRE SERVICE INC	346033	360	12/13/2024	4-133-5-00-309	12-41 1960724 TIRES LESS CREDI	1,538.10	
1123	POMPMIDWEST EFT	POMP'S TIRE SERVICE INC	346033	360	12/13/2024	4-133-5-00-309	12-41 1960724 TIRES LESS CREDI	5,780.00	
1123	POMPMIDWEST EFT	POMP'S TIRE SERVICE INC	346033	360	12/13/2024	4-133-5-00-309	12-41 1960724 TIRES LESS CREDI	5,780.00	
1123	POMPMIDWEST EFT	POMP'S TIRE SERVICE INC	346033	360	12/13/2024	4-133-5-00-309	12-41 1960724 TIRES LESS CREDI	4,540.00	
								*** VENDOR 1123 TOTAL	6,078.10
1819	VLP	VICTOR L PHILLIPS CO	345940	111801 AP	12/09/2024	4-133-5-00-360	12-30 62824 PALADIN AUGER DRIV	3,618.25	
276	WEX	WEX BANK	345942	353	12/09/2024	4-133-5-00-304	12-8 ROAD & BRIDGE FUEL TO 11.	105.76	
								TOTAL FUND 133	164,061.45
28526	GUIDANCE C	THE GUIDANCE CENTER (TRAINING	345994	111827 AP	12/13/2024	4-135-5-00-201	NOV JAIL LIAISON	8,773.24	
								TOTAL FUND 135	8,773.24
6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-136-5-00-221	JANUARY CAMERAS	40.00	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-136-5-00-221	LEAV01 NOVEMBER GEOLOCATING		32.66	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345946	357	12/09/2024	4-136-5-00-203	NOVEMBER 15 SHREDDING		6.04	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345946	357	12/09/2024	4-136-5-00-223	NOVEMBER 15 SHREDDING		6.05	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345946	357	12/09/2024	4-136-5-00-243	NOVEMBER 15 SHREDDING		6.04	
								*** VENDOR	8416 TOTAL	18.13
113	SUMNERONE INC	SUMNERONE INC	346020	111853 AP	12/13/2024	4-136-5-00-223	50COL COPIES		28.14	
113	SUMNERONE INC	SUMNERONE INC	346020	111853 AP	12/13/2024	4-136-5-00-243	50COL COPIES		28.15	
113	SUMNERONE INC	SUMNERONE INC	346020	111853 AP	12/13/2024	4-136-5-00-243	50COL COPIES		28.14	
								*** VENDOR	113 TOTAL	84.43
								TOTAL FUND 136		175.22
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4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-137-5-00-203	12-4 4013-01993 LOCAL SVC UNIF		119.52	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	345971	111804 AP	12/13/2024	4-137-5-00-203	12-4 4013-01993 LOCAL SVC UNIF		97.52	
								*** VENDOR	4120 TOTAL	217.04
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	345990	111823 AP	12/13/2024	4-137-5-00-320	12-5 016993 PLUGS		77.30	
1780	LEXECO	LEXECO	346004	111837 AP	12/13/2024	4-137-5-00-312	12-7 CLEAN ROCK		75,000.00	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	346011	111844 AP	12/13/2024	4-137-5-00-325	12-8 166713 TRAP ROCK		45,258.73	
								TOTAL FUND 137		120,553.07
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6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-145-5-00-230	JANUARY CAMERAS		678.70	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-145-5-00-230	LEAV01 NOVEMBER GEOLOCATING		522.56	
276	WEX	WEX BANK	345942	353	12/09/2024	4-145-5-00-304	COA FUEL TO NOV 23		3,594.95	
								TOTAL FUND 145		4,796.21
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6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-155-5-00-403	JANUARY CAMERAS		300.00	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-155-5-00-403	LEAV01 NOVEMBER GEOLOCATING		288.75	
								TOTAL FUND 155		588.75
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6055	FLEETHOSTER ACH	FLEETHOSTER	345944	355	12/09/2024	4-160-5-00-215	JANUARY CAMERAS		119.80	
243	GEOTAB	GEOTAB USA INC	345993	111826 AP	12/13/2024	4-160-5-00-215	LEAV01 NOVEMBER GEOLOCATING		97.98	
4344	HAMMS ACH	BANK OF AMERICA	345943	354	12/09/2024	4-160-5-00-204	100640 NOV LANDFILL/SINGLE STR		71,871.01	
4344	HAMMS ACH	BANK OF AMERICA	345943	354	12/09/2024	4-160-5-00-204	100640 NOV LANDFILL/SINGLE STR		10,918.60	
4344	HAMMS ACH	BANK OF AMERICA	345943	354	12/09/2024	4-160-5-00-204	100640 NOV LANDFILL/SINGLE STR		102.39	
4344	HAMMS ACH	BANK OF AMERICA	345943	354	12/09/2024	4-160-5-00-204	100640 NOV LANDFILL/SINGLE STR		88.22	
								*** VENDOR	4344 TOTAL	82,980.22
9271	LANSING CI	CITY OF LANSING	346003	111836 AP	12/13/2024	4-160-5-00-210	SEWER SERVICE SOLID WASTE		34.80	
								TOTAL FUND 160		83,232.80
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586	EBERT CONTRUCTION	EBERT CONSTRUCTION CO,INC	345930	10282 AP	12/09/2024	4-172-5-00-302	ARPA270 3.8 BR HP-36 TO 11.30.		193,463.34	
								TOTAL FUND 172		193,463.34
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1737	AT&T-CAROL STREAM IL	AT&T	345935	111796 AP	12/09/2024	4-174-5-00-210	KDOT SITE BONNER		1,916.00	
1737	AT&T-CAROL STREAM IL	AT&T	345935	111796 AP	12/09/2024	4-174-5-00-210	KDOT SITE BONNER		437.76	
								*** VENDOR	1737 TOTAL	2,353.76
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-174-5-00-210	ELEC SVC 3 TOWERS		452.24	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-174-5-00-210	ELEC SVC 3 TOWERS		335.25	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345947	358	12/09/2024	4-174-5-00-210	ELEC SVC 3 TOWERS		254.71	
								*** VENDOR	8686 TOTAL	1,042.20
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345948	359	12/09/2024	4-174-5-00-210	510614745 2007004 82 GAS TRANS		60.44	
1613	TOTAL RESPONSE	POWERPHONE	345939	111800 AP	12/09/2024	4-174-5-00-202	SOFTWARE RENEAL,SITE LICENSED		5,710.00	
1613	TOTAL RESPONSE	POWERPHONE	345939	111800 AP	12/09/2024	4-174-5-00-202	SOFTWARE RENEAL,SITE LICENSED		4,179.00	
								*** VENDOR	1613 TOTAL	9,889.00

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 174	13,345.40	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	345936	111797 AP	12/09/2024	4-210-5-00-2	08-LVPWD01 LOCATES	1.20		
								TOTAL FUND 210	1.20	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	345936	111797 AP	12/09/2024	4-212-5-00-2	08-LVPWD01 LOCATES	1.20		
								TOTAL FUND 212	1.20	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	346034	361	12/13/2024	4-218-5-00-2	ELEC SVC SD #5	123.05		
								TOTAL FUND 218	123.05	
451	AETNA	AETNA LIFE INSURANCE COMPANY	345974	111807 AP	12/13/2024	4-510-2-00-939	108798268 DEC HEALTH/VISION PR	408,087.25		
451	AETNA	AETNA LIFE INSURANCE COMPANY	345974	111807 AP	12/13/2024	4-510-2-00-939	108798268 DEC HEALTH/VISION PR	10,550.98		
451	AETNA	AETNA LIFE INSURANCE COMPANY	345974	111807 AP	12/13/2024	4-510-2-00-944	108798268 DEC HEALTH/VISION PR	187.64		
451	AETNA	AETNA LIFE INSURANCE COMPANY	345974	111807 AP	12/13/2024	4-510-2-00-944	108798268 DEC HEALTH/VISION PR	2,613.24		
								*** VENDOR	451 TOTAL	421,439.11
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345982	111815 AP	12/13/2024	4-510-2-00-942	51269 DECEMBER PREMIUMS	19,580.26		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345982	111815 AP	12/13/2024	4-510-2-00-942	51269 DECEMBER PREMIUMS	27.20		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345982	111815 AP	12/13/2024	4-510-2-00-942	51269 DECEMBER PREMIUMS	2,049.00		
								*** VENDOR	1504 TOTAL	21,656.46
1485	RELIANCE STANDARD	RELIANCE STANDARD	346014	111847 AP	12/13/2024	4-510-2-00-962	GL144512 ER & VOLUNTARY DECEMB	1,580.50		
1485	RELIANCE STANDARD	RELIANCE STANDARD	346014	111847 AP	12/13/2024	4-510-2-00-965	GL144512 ER & VOLUNTARY DECEMB	3,257.02		
								*** VENDOR	1485 TOTAL	4,837.52
								TOTAL FUND 510	447,933.09	
								TOTAL ALL CHECKS	1,142,439.60	

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	99,533.17
108	COUNTY HEALTH	5,303.96
115	EQUIPMENT RESERVE	500.00
126	COMM CORR ADULT	54.45
133	ROAD & BRIDGE	164,061.45
135	COMM CORR OPIOID	8,773.24
136	COMM CORR JUVENILE	175.22
137	LOCAL SERVICE ROAD & BRIDGE	120,553.07
145	COUNCIL ON AGING	4,796.21
155	LSR CAPITAL EQUIP RESERVE	588.75
160	SOLID WASTE MANAGEMENT	83,232.80
172	AMERICAN RECOVERY PLAN	193,463.34
174	911	13,345.40
210	SEWER DISTRICT 1: HIGH CREST	1.20
212	SEWER DISTRICT 2: TIMBERLAKES	1.20
218	SEWER DIST #5	123.05
510	PAYROLL CLEARING	447,933.09
	TOTAL ALL FUNDS	1,142,439.60

**Agenda for 12/18/2024**  
**Checks 12/07-12/13**

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**Leavenworth County  
Request for Board Action  
Case No. DEV-24-141  
Replat of Lee Chiles 3<sup>rd</sup> Plat  
\*Consent Agenda\***

**Date:** December 23, 2024  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:**

Chairman, I find that the proposed Replat as outlined in case DEV-24-141 is compliant with the County Zoning & Subdivision Regulations and move that the proposed Final Plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

**Analysis:** The applicants are wanting to readjust their property lines to ensure that improvements that was made to Lot 10 (Lot 1) remains on their lot. Both lots still remain in compliance with R-1(43) zoning requirements.

**Recommendation:** The Planning Commission voted 7-0 (1 absent, 1 abstention) to recommend approval of Case No.DEV-24-141, Replat for Lee Chiles 3<sup>rd</sup> Plat subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-24-141, Replat for Lee Chiles 3<sup>rd</sup> Plat, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-24-141, Replat for Lee Chiles 3<sup>rd</sup> Plat, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-24-141, Replat for Lee Chiles 3<sup>rd</sup> Plat, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

Non-Budgeted item with additional funds requested

**Total Amount Requested:**

\$0.00

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

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-24-141 Lee Chilles 3<sup>rd</sup> Plat

December 11, 2024

**REQUEST:** *Consent Agenda*

- Preliminary Plat       Final Plat  
 RePlat

**STAFF REPRESENTATIVE:**  
JOSH SCHWEITZER  
Development Planner

**SUBJECT PROPERTY:** 00000 & 17885 169<sup>th</sup> Street



**APPLICANT/APPLICANT AGENT:**  
JOE HERRING  
HERRING SURVEYING  
315 N. 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**  
PCDI | Drennon, Michael & Erin  
19150 178<sup>th</sup> St. | 17885 169<sup>th</sup> St.  
Tonganoxie, KS 66086 | Basehor, KS 66007

**CONCURRENT APPLICATIONS:**  
NONE

**LAND USE**

**ZONING:** R-1(43)

**FUTURE LAND USE DESIGNATION:**  
Mixed Residential

**LEGAL DESCRIPTION:**  
Lots 9 & 10, Lee Chilles 3<sup>rd</sup> PLAT, a subdivision in Leavenworth County KS.

**SUBDIVISION:** Lee Chiles 3<sup>rd</sup> Plat  
**FLOODPLAIN:** N/A

**STAFF RECOMMENDATION:** APPROVAL

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-24-141, Replat of Lee Chiles 3<sup>rd</sup> Plat, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-141, Replat of Lee Chiles 3<sup>rd</sup> Plat to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

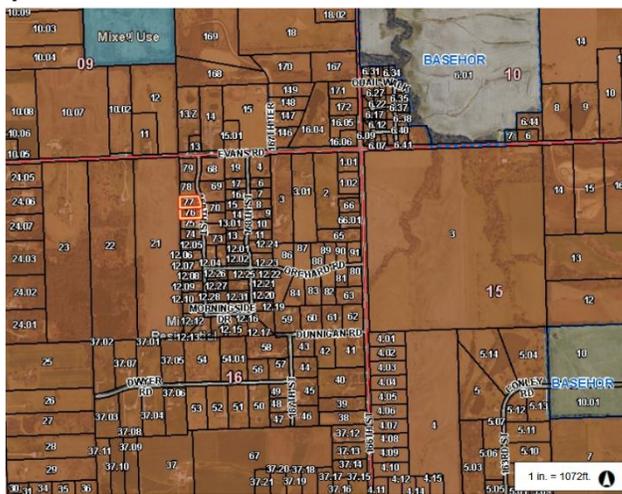
**PARCEL SIZE:** 1.0 & 1.10 ACRES  
**PARCEL ID NO:**  
185-16-0-00-00-076; 077  
**BUILDINGS:**  
Existing House | Vacant Lot

**PROJECT SUMMARY:**

Request for a replat approval of Lots 9 & 10 of Lee Chiles 3<sup>rd</sup> Plat to readjust property lines located at 00000 & 17885 169<sup>th</sup> Street (185-16-0-00-00-076; 077).

**ACCESS/STREET:**  
169th Street - Local, paved ± 24'

**Location Map:** FUTURE LAND USE DESIGNATION



**UTILITIES**

**SEWER:** PRIVATE SEPTIC  
**FIRE:** Fairmount  
**WATER:** Suburban  
**ELECTRIC:** Evergy

**NOTICE & REVIEW:**

**STAFF REVIEW:**  
12/4/2024  
**NEWSPAPER NOTIFICATION:**  
N/A  
**NOTICE TO SURROUNDING PROPERTY OWNERS:**  
N/A

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

**STAFF COMMENTS:**

The applicants are wanting to readjust their property lines to ensure that improvements that was made to Lot 10 (Lot 1) remains on their lot. Both lots still remain in compliance with R-1(43) zoning requirements.

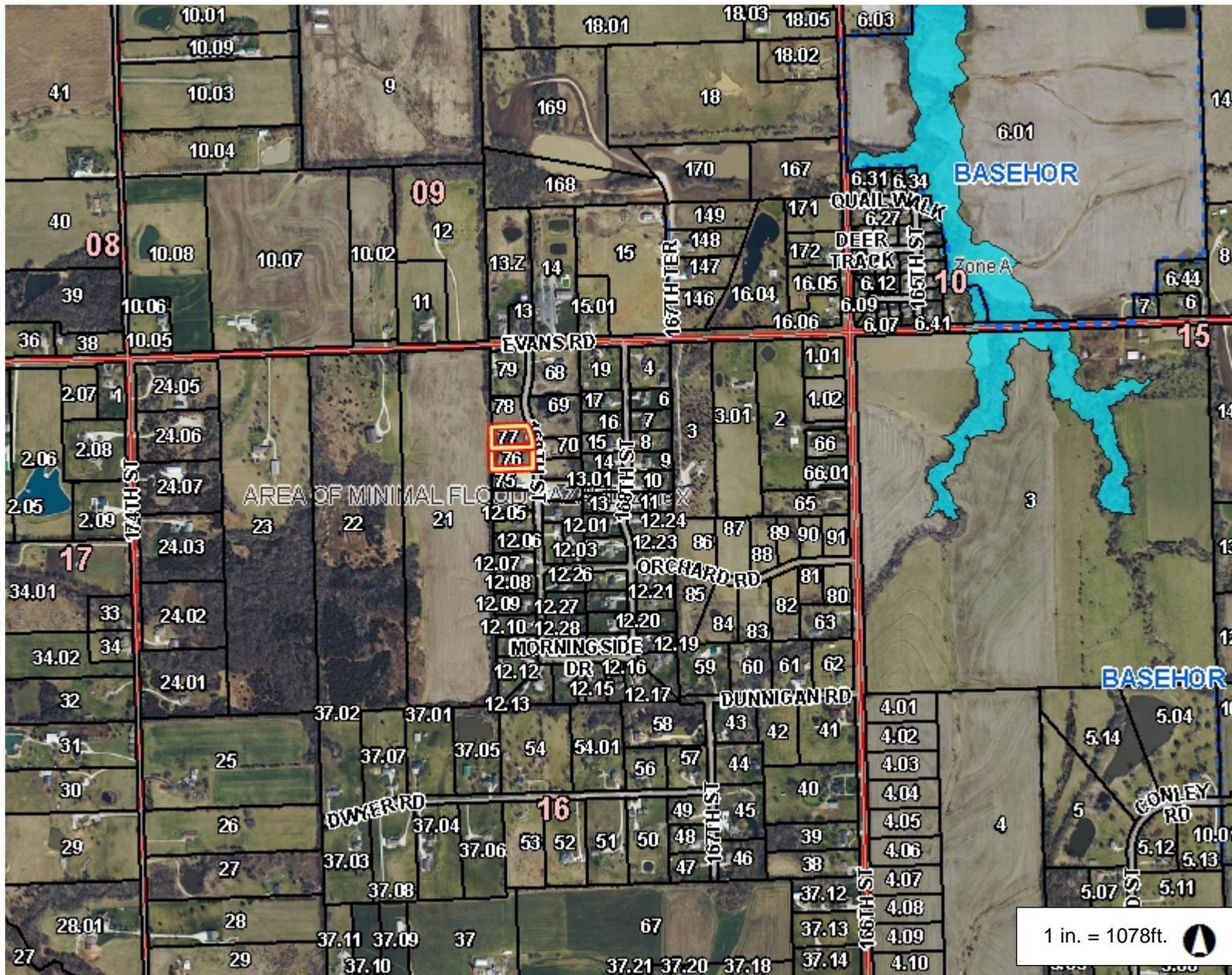
**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. The developer must comply with the following memorandums:
  - Memo – Emergency Management, Chuck Magaha, dated November 8, 2024
  - Email – Public Works – Joe McAfee, dated December 4, 2024

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums

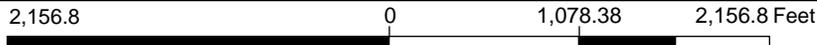
# Leavenworth County, KS



**Legend**

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
  - <all other values>
  - PRIVATE
- Railroad
- Section
  - Section Boundaries
  - County Boundary
  - LOMRs
- River Mile Markers
- Cross-Sections
- Base Flood Elevations
- Levees
- Flood Hazard Zones
  - 1% Annual Chance Flood Hazard
  - Regulatory Floodway
  - Special Floodway
  - Area of Undetermined Flood Hazard
  - 0.2% Annual Chance Flood Hazard
  - Future Conditions 1% Annual Chan
  - Area with Reduced Risk Due to Lev

1 in. = 1078ft.

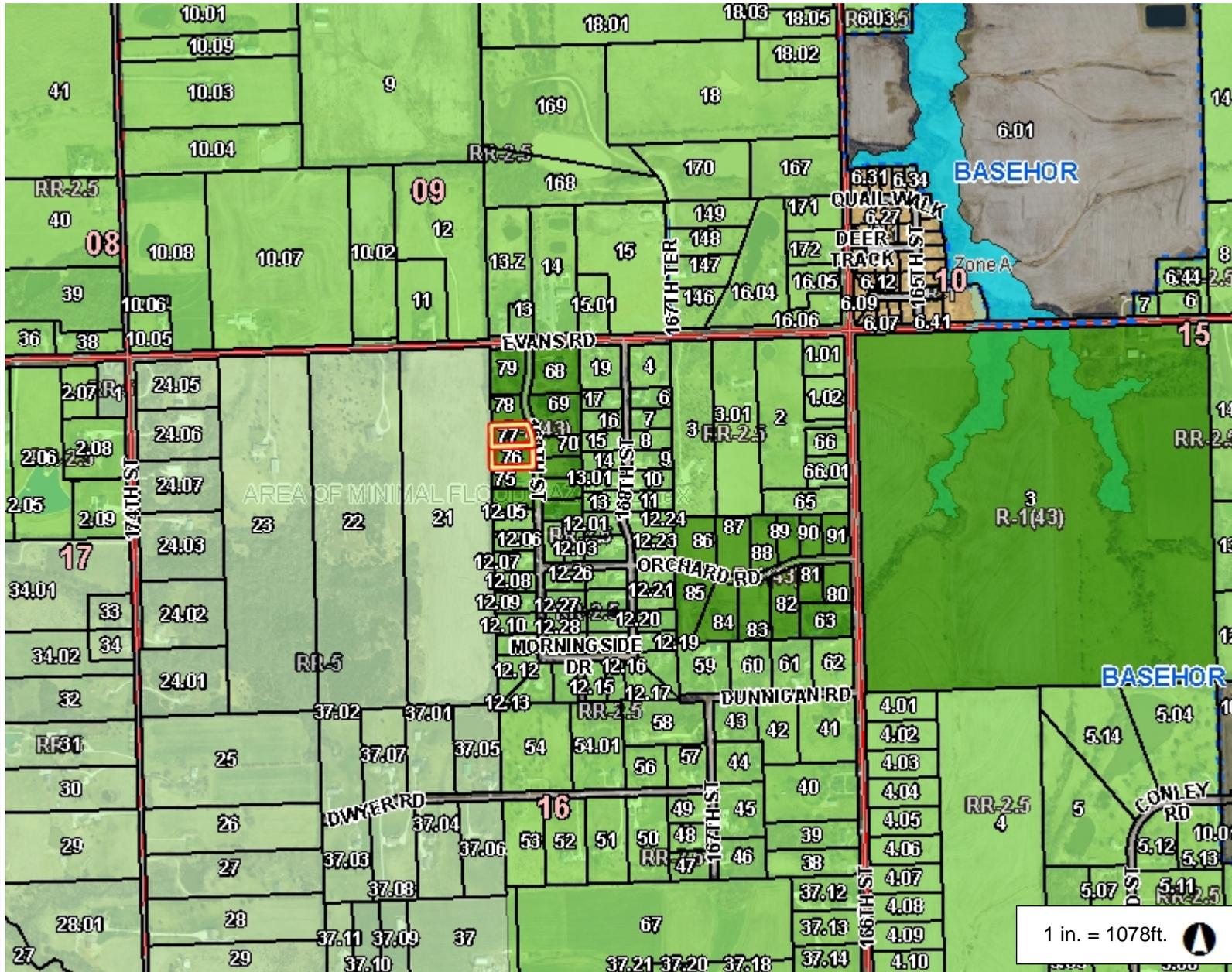


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

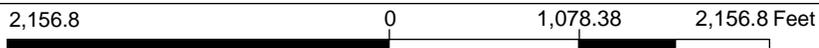
# Leavenworth County, KS



### Legend

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

1 in. = 1078ft.



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

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

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>PCDI</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>15395 Briar Road Suite A</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Basehor, KS 66007</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: LEE CHILES 3RD REPLAT

Address of Property: 00000 169th Street

PID: \_\_\_\_\_ Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>2.07 Ac</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>1.01 Ac</u>
Maximum Lot Size: <u>1.06 Ac</u>	Proposed Zoning: <u>R1-43</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>Suburban</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Fairmount</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider: <u>Atmos/Propane</u>
Covenants: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

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

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

Signature: Joe Herring - digitally signed October 18, 2024 Date: 10/18/24

**ATTACHMENT A**

ENTERED IN TRANSFER RECORD IN  
MY OFFICE THIS DAY 10/23/2024

*Janet Klasmaker*  
COUNTY CLERK

DOC #: 2024R07863  
TERRILOIS MASHBURN  
REGISTER OF DEEDS  
LEAVENWORTH COUNTY, KANSAS  
RECORDED ON:  
10/23/2024 11:25:42 AM  
RECORDING FEE: 38.00  
PAGES: 2

MAIL TO:  
Michael Drennon and Erin Drennon  
17885 169TH ST  
Basehor, KS 66007

## STATUTORY WARRANTY DEED

(Joint tenants with right of survivorship)

**Precision Contracting and Development Inc., a Kansas corporation**, Grantor, conveys and warrants to

**Michael Drennon aka Michael B. Drennon and Erin Drennon aka Erin E. Drennon, a married couple**

Grantee, as joint tenants with the rights of survivorship, and not as tenants in common, the following described premises, to-wit:

**Lot 10, LEE CHILES 3RD PLAT, Leavenworth County, Kansas.**

For the sum of One Dollar and other good and valuable consideration.

Subject to: easements and restrictions of record, if any.

"Grantor" and "Grantee" are used for the singular or plural as context requires.

Executed to be effective as of October 21, 2024.



OWNER AUTHORIZATION

I/WE Michael & Erin Drennon, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 22 day of November, 2024, 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 Exhibit A attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize PCDI Homes and on Joe Herring/Herriz Surrey (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, 17885169th St Bashtork (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.

[Signature]  
Owner

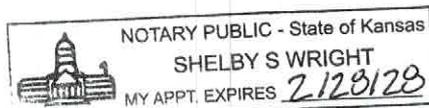
[Signature]  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 22 day of November, 2024, by Shelby S Wright.

My Commission Expires:

[Signature]  
Notary Public



Janet Klasmaker  
COUNTY CLERK



### KANSAS QUIT-CLAIM DEED

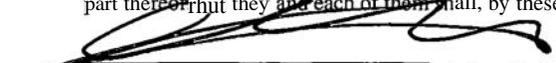
THIS INDENTURE: Made on the 13/ day of July, 2022 AD, by and between, Precision Contracting & Development Inc., of the County of Leavenworth, State of Kansas, Grantors, party of the first part, and Precision Contracting & Development Inc., Grantee, party of the second part.

WITNESSETH, That the said party of the first part, for no considerations, to them given by the said party of the second part (the receipt of which is hereby acknowledged) do by these presents, REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, and the survivor of them, the following described lots, tracts or parcels of land, lying, being and situate in the County of Leavenworth and State of Kansas, to-wit:

- Lot 1, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 2, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 3, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 4, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 5, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 6, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 7, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 8, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 9, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 10, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 11, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.  
AND
- Lot 12, LEE CHILES 3rd PLAT, a subdivision in Leavenworth County, Kansas.

No Kansas Real Estate Sales Validation Questionnaire needed due to number 3

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto their heirs and assign forever; so that neither the said party of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

  
Gerald St. Peter, President  
Precision Contracting & Development Inc

Acknowledgement  
STATE OF Kansas

)  
)ss.

COUNTY OF Leavenworth

BE IT REMEMBERED, That on this 2<sup>ND</sup> day of July, A.D. 2022 before me, the undersigned, a Notary Public, in and for said County and State, came Gerald St. Peter, President of Precision Contracting & Development Inc., who are personally known to me known to be the persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

My commission expires:  
5-8-26

  
NOTARY PUBLIC  
CANDACE L. Merrick



OWNER AUTHORIZATION

I/WE Precision Contracting & Development Inc, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 15<sup>th</sup> day of October, 2024, 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 Exhibit A attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Joe Herring / Herring Survey (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, Lots 9 & 10 of Chile address (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.

[Signature]

Owner

Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

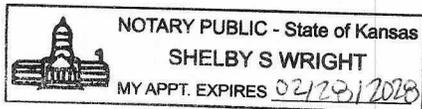
The foregoing instrument was acknowledge before me on this 15<sup>th</sup> day of October, 2024,

by Shelby S Wright

My Commission Expires:

[Signature]

Notary Public



# LEE CHILES 3RD REPLAT

A Replat of Lot 1, LEE CHILES SUBDIVISION Phase 1, and a tract of land in the Northeast Quarter of Section 16, Township 11 South, Range 22 East Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Precision Contracting & Development Inc.  
15395 Briar Road Suite A  
Basehor, Kansas 66007  
PID # 186-16-0-00-00-012  
PID # 186-16-0-00-00-020

Lee Chiles 3rd Plat

RECORD DESCRIPTION:  
Lot 9, LEE CHILES 3RD PLAT, a subdivision in Leavenworth County, Kansas.  
Lot 10, LEE CHILES 3RD PLAT, a subdivision in Leavenworth County, Kansas.

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: LEE CHILES 3RD REPLAT.

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

IN TESTIMONY WHEREOF,  
We, the undersigned owners of LEE CHILES 3RD REPLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Gerald St. Peter, President  
PRECISION CONTRACTING & DEVELOPMENT INC

Lot 9 is owned by someone besides Precision

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Gerald St. Peter, President Precision Contracting & Development Inc., to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ (seal) PID NO. 181-16...021

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of LEE CHILES 3RD REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary John Jacobson Chairman Marcus Majure

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of LEE CHILES 3RD REPLAT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman Jeff Culbertson County Clerk Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

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

Daniel Baumchen, PS#1363  
County Surveyor

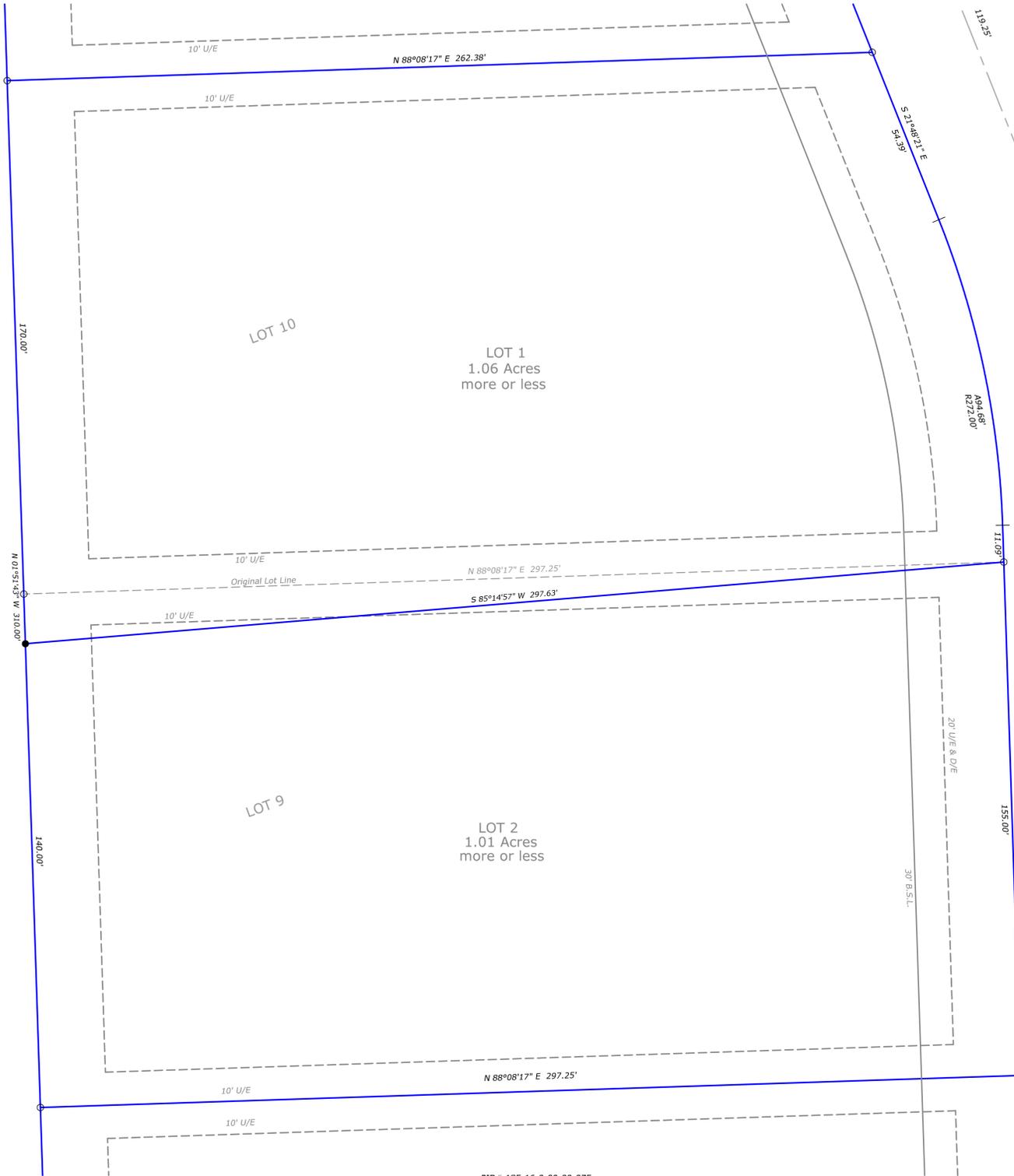


Scale 1" = 20'

Job # K-24-20-1388  
October 18, 2024



PID# 185-16-0-00-00-078  
LOT 11  
LEE CHILES PH. 3  
Doc # 2022P00007



PID# 185-16-0-00-00-075  
LOT 8  
LEE CHILES PH. 3  
Doc # 2022P00007

11-14-24  
PW Combined  
Comments

- RESTRICTIONS:
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System will be required per Sanitary Sewer Codes.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy
  - 5) No off-plat restrictions.

ZONING:  
R-4, One-Family Dwelling District

- NOTES:
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Error of Closure Calculations
  - 5) Basis of Bearing - KS SPC NORTH Zone 1501 North Line of the Northeast Quarter
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Proposed Lots for Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88 Project Benchmark (BM) - NW COR NE 1/4 - 1/2" Bar - 840'
  - 10) Easements, if any, are created hereon or listed in referenced title commitment.
  - 11) Reference Recorded Deed Document No. 2020R13331
  - 12) Utility Companies -  
- Water - Suburban  
- Electric - Evergy  
- Sewer - Septic  
- Gas - Propane / Natural Gas
  - 13) Reference Security 1st Title Report No: 2478273 Effective Date October 1, 2021
  - 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 10'  
- All rear yard setbacks - 30' (Accessory 15')
  - 16) Distances to and of structures, if any, are +- 1'.
  - 17) Easements as per referenced Title Commitment are shown hereon, if any.
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:  
- Recorded Plat of LEE CHILES SUBDIVISIONS  
- Phase 1 - Book 11 Page 18 dated 1987  
- Phase 2 - Book 12 Page 14 dated 1990  
- Phase 3 - Doc #2022P00007

- LEGEND:
- - 1/2" Rebar Set with Cap No. 1296
  - - 1/2" Rebar Found, Cap No. 1296
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement dedicated this plat
  - G - Centerline
  - S - Section Line
  - BM - Benchmark



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of October 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

# LEE CHILES 3RD REPLAT

A Replat of Lots 9 and 10, LEE CHILES 3RD SUBDIVISION, Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Precision Contracting & Development Inc.  
15395 Briar Road Suite A  
Basehor, Kansas 66007  
PID # 185-16-0-00-00-076 (Lot 9)

Michael B. Drennon and Erin E. Drennon  
17885 169th Street  
Basehor, Kansas 66007  
PID # 185-16-0-00-00-077 (Lot 10)

RECORD DESCRIPTION:  
Lot 9, LEE CHILES 3RD PLAT, a subdivision in Leavenworth County, Kansas.  
Lot 10, LEE CHILES 3RD PLAT, a subdivision in Leavenworth County, Kansas.

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: LEE CHILES 3RD REPLAT.

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

IN TESTIMONY WHEREOF,  
We, the undersigned owners of LEE CHILES 3RD REPLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Gerald St. Peter, President  
PRECISION CONTRACTING & DEVELOPMENT INC

Michael B. Drennon  
Erin E. Drennon

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Gerald St. Peter, President Precision Contracting & Development Inc., to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal) PID NO. 185-16-...021

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Michael B. Drennon and Erin E. Drennon, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

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

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of LEE CHILES 3RD REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary  
John Jacobson  
Chairman  
Marcus Majure

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of LEE CHILES 3RD REPLAT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman  
Jeff Culbertson  
County Clerk  
Attest: Janet Klasinski

REGISTER OF DEEDS CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn



Scale 1" = 20'

Job # K-24-20-1388  
October 18, 2024 Rev. 12-2-24  
J. HERRING, Inc. (dba)  
HERRING SURVEYING COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@herringcash.com

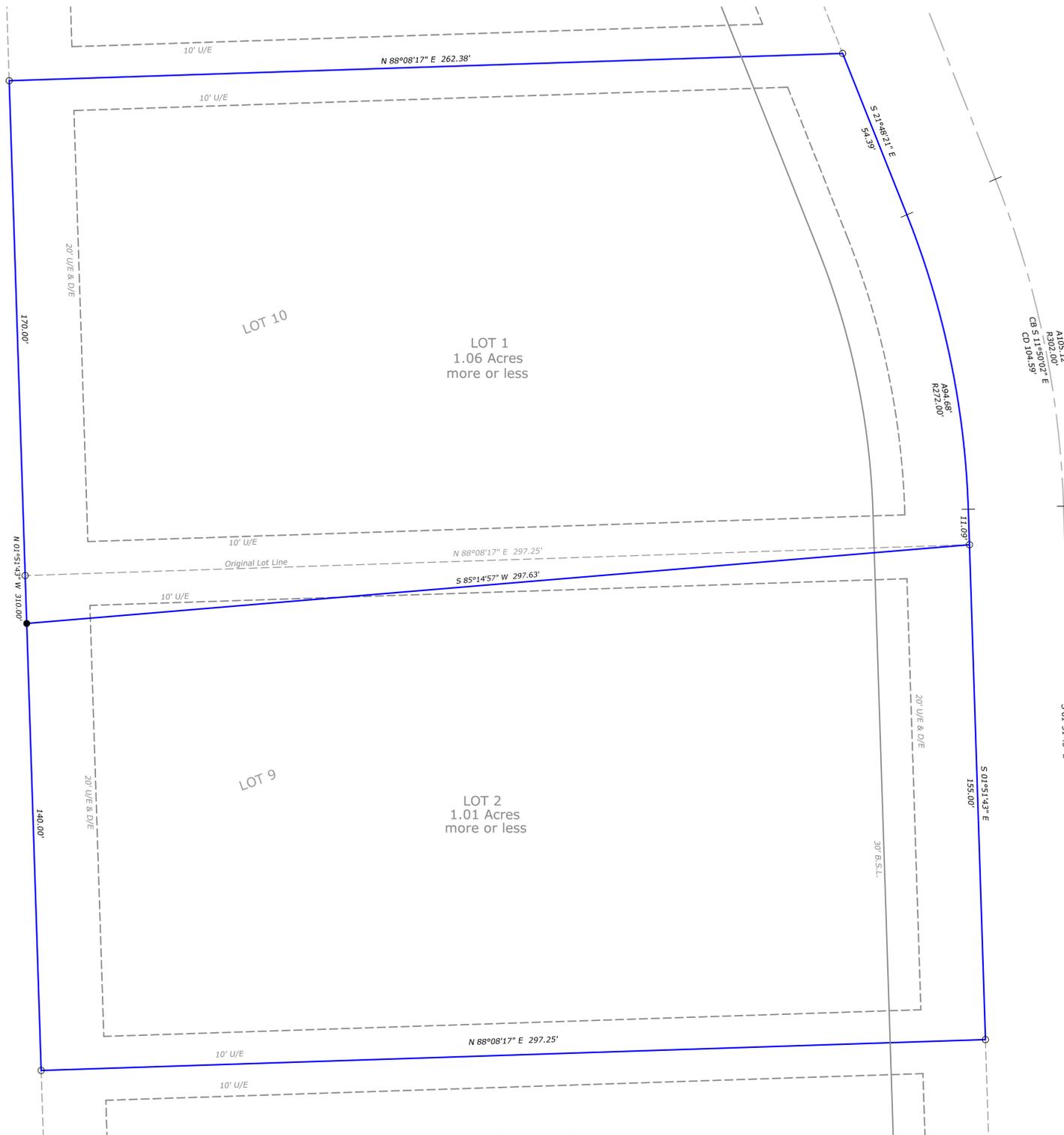


I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Reviewed 2024.12.04 No comments

Daniel Baumchen, PS#1363  
County Surveyor

PID# 185-16-0-00-00-078  
LOT 11  
LEE CHILES PH. 3  
Doc # 2022P00007



PID# 185-16-0-00-00-075  
LOT 8  
LEE CHILES PH. 3  
Doc # 2022P00007

RESTRICTIONS:  
1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.  
2) An Engineered Waste Disposal System will be required per Sanitary Sewer Codes.  
3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.  
4) Lots are subject to the current Access Management Policy  
5) No off-plat restrictions.

ZONING:  
R1-43, One-Family Dwelling District

NOTES:  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Error of Closure Calculations  
5) Basis of Bearing - KS SPC NORTH Zone 1501 North Line of the Northeast Quarter  
6) Monument Origin Unknown, unless otherwise noted.  
7) Proposed Lots for Residential Use.  
8) Road Record - LEE CHILES 3RD PLAT  
9) Benchmark - NAVD88  
Project Benchmark (BM) - NW COR NE 1/4 - 1/2" Bar - 840'  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Document No. 2022R07026, 2024R07863  
12) Utility Companies -  
- Water - Suburban  
- Electric - Evergy  
- Sewer - Septic  
- Gas - Propane / Natural Gas  
13) Reference Security 1st Title Report No: 2478273 Effective Date October 1, 2021  
14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G dated July 16, 2015  
15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 10'  
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18) Fence Lines do not necessarily denote the boundary line for the property.  
19) Reference Surveys:  
- Recorded Plat of LEE CHILES SUBDIVISIONS  
- Phase 1 - Book 11 Page 18 dated 1987, NKA1987P00018  
- Phase 2 - Book 12 Page 14 dated 1990, NKA1990P00014  
- Phase 3 - Doc #2022P00007

LEGEND:  
● - 1/2" Rebar Set with Cap No. 1296  
○ - 1/2" Rebar Found, Cap No. 1296  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement dedicated this plat  
G - Centerline  
S - Section Line  
BM - Benchmark



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of October 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

## Schweitzer, Joshua

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**From:** McAfee, Joe  
**Sent:** Tuesday, December 3, 2024 4:01 PM  
**To:** Allison, Amy; Baumchen, Daniel  
**Cc:** Jacobson, John; Schweitzer, Joshua  
**Subject:** RE: Cases for the December PC Meeting

Amy,  
Comments below.

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Monday, December 2, 2024 9:26 AM  
**To:** McAfee, Joe <JMcafee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>  
**Cc:** Jacobson, John <JJacobson@leavenworthcounty.gov>; Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>  
**Subject:** Cases for the December PC Meeting

Joe and Dan,

Please let us know which cases are not ready for Public works:

- DEV-24-135 Lamb BLA Exception (Good)
- DEV-24-139 Sunny Side Replat (Can go with any remaining conditions from next review.)
- DEV-24-141 Lee Chiles 3<sup>rd</sup> Replat (Can go with any remaining conditions from next review.)
- DEV-24-142/143 Reno Estates Plat (Can go with any remaining conditions from next review.)
- DEV-24-145 Owens TS Exception (Good)

If there are any other cases you are tracking, let us know but this is the list we have as potential cases ready for the meeting.

Thanks!

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

### Disclaimer

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

# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Chiles 3<sup>rd</sup> Plat  
**Date:** November 8, 2024

Krystal, I have reviewed the request for the preliminary plat for the Chiles 3<sup>rd</sup> Plat submitted by PCDI builders. The area shown plated would need to meet subdivision guidelines, with the water supply line upgraded to a least a 6" water line and fire hydrants along the property's roadway placed every 500 feet starting from the corner of Evans Road and proposed 169<sup>th</sup> Street then proceed South through the proposed site, placing a hydrant between Lots 3 and 4, then South 500 feet to Lot 6.

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

Note: Joshua, From the original plat nothing has changed.

Thanks  
Chuck

## Schweitzer, Joshua

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**From:** Anderson, Kyle  
**Sent:** Tuesday, November 19, 2024 9:57 AM  
**To:** Schweitzer, Joshua  
**Subject:** RE: DEV-24-141 Replat of Lee Chiles 3rd Plat

We have not received any complaints on these properties. The engineered septic design for lot 10 shows the septic system north of the home so it should remain on the property. The septic system has not been designed for lot 9.

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

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

---

**From:** Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>  
**Sent:** Friday, November 8, 2024 7:50 AM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** DEV-24-141 Replat of Lee Chiles 3rd Plat

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a RePlat of Lee Chilies 3<sup>rd</sup> Plat, Lots 9 & 10 (185-16-0-00-00-076; 077).

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 November 25, 2024.

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

v / r

Joshua J. Schweitzer  
Development Planner  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth County, Kansas 66048

**Leavenworth County  
Request for Board Action  
Case No. DEV-24-143  
Final Plat Reno Estates  
\*Consent Agenda\***

**Date:** December 23, 2024  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Request:**

Chairman, I find that the proposed Final Plat as outlined in case DEV-24-143 is compliant with the County Zoning & Subdivision Regulations and move that the proposed Final Plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

**Analysis:** The applicant is proposing to divide a 19.5 acre parcel into two lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 will be 14.85 acres in size. Lot 2 will be approximately 5 acres in size. All lots meet the requirements for the RR-5 zoning district.

**Recommendation:** The Planning Commission voted 7-0 (1 absent, 1 abstention) to recommend approval of Case No.DEV-24-143, Final Plat for Reno Estates subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-24-143, Final Plat for Reno Estates, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-143, Final Plat for Reno Estates, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-143, Final Plat for Reno Estates with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00

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

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-24-142/143 Reno Estates Pre & Final Plat

December 11, 2024

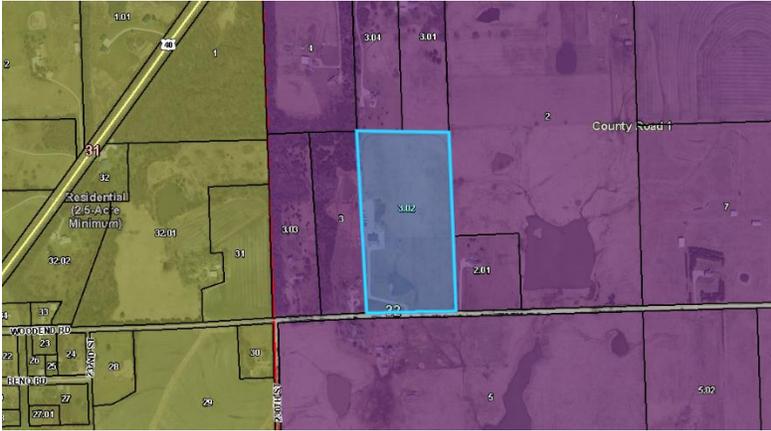
**REQUEST: Consent Agenda**

Preliminary Plat       Final Plat

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY:** 22856 Woodend Road  
**FUTURE LAND USE MAP:** County Road 1



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING  
COMPANY

**PROPERTY OWNER:**

Matthew Ditty  
22856 Woodend Road  
Tonganoxie, KS 66086

**CONCURRENT APPLICATIONS:**

n/a

**LAND USE**

ZONING: RR-5

FUTURE LAND USE  
DESIGNATION: County Road 1

SUBDIVISION: N/A

FLOODPLAIN: N/A

**LEGAL DESCRIPTION:**

The South ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 11, Range 21, in Leavenworth County, Kansas

**STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-24-142 & 143, Preliminary & Final Plat for Reno Estates, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-142 & 143, Preliminary & Final Plat for Reno Estates to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 19.5 ACRES

PARCEL ID NO:  
199-32-0-00-00-003.02

BUILDINGS:  
Single-family residence,  
accessory structures

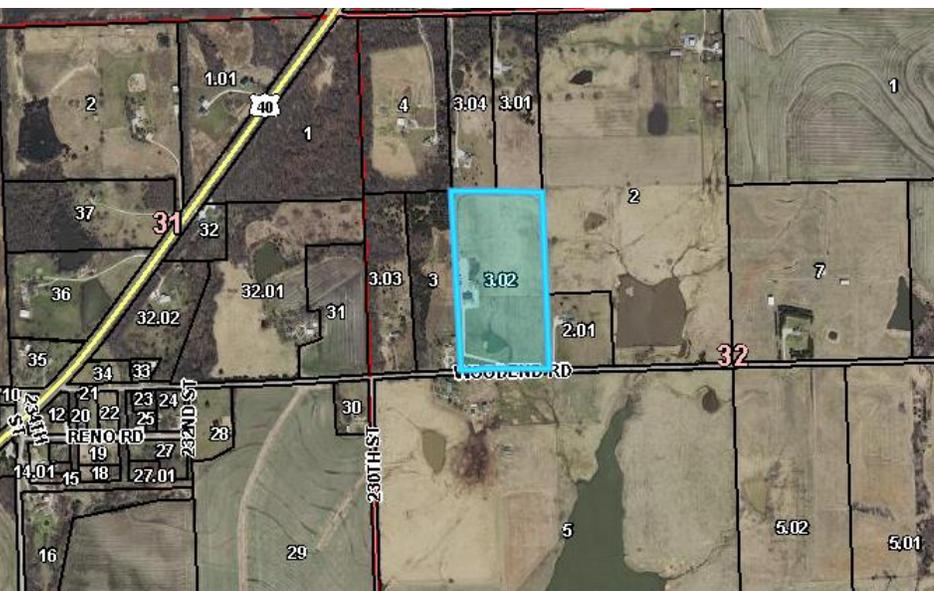
**PROJECT SUMMARY:**

Request for preliminary and final plat approval to subdivide property located at 22856 Woodend Road as Lots 1 and 2 of Reno Estates.

**ACCESS/STREET:**

Woodend Rd - Local, Gravel, ±22' WIDE

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: Fire District 2

WATER: n/a

ELECTRIC: Evergy

**NOTICE & REVIEW:**

STAFF REVIEW: 12/5/2024

NEWSPAPER NOTIFICATION:  
n/a

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
n/a

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

**STAFF COMMENTS:**

The applicant is proposing to divide a 19.5 acre parcel into two lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 will be 14.85 acres in size. Lot 2 will be approximately 5 acres in size. All lots meet the requirements for the RR-5 zoning district.

**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. The developer must comply with the following memorandums:
  - Memo – Public Works, dated November 25, 2024
  - Memo – Dan Baumchen, Survey, dated December 4, 2024

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums

FINAL ~~8~~  
~~PRELIMINARY~~ PLAT APPLICATION  
 Leavenworth County Planning and Zoning Department  
 300 Walnut St., Suite 212  
 Leavenworth, Kansas  
 913-684-0465

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Matthew Ditty</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>22856 Woodend Road</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Tonganoxie, KS 66086</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: RENO ESTATES

Address of Property: Tonganoxie, KS 66086

PID: Tonganoxie, KS 66086 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>19 AC</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>5 AC</u>
Maximum Lot Size: <u>14 AC</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>N/A</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>#2</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider: _____
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

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

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

Signature: Joe Herring - digitally signed October 11, 2024 Date: 10-11-24

**ATTACHMENT A**

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

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Matthew Ditty</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS <u>22856 Woodend Road</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP <u>Tonganoxie, KS 66086</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL : <u>herringsurveying@outlook.com</u>	EMAIL <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: RENO ESTATES

Address of Property: Tonganoxie, KS 66086

PID: Tonganoxie, KS 66086 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
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Maximum Lot Size: <u>14 AC</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>N/A</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>#2</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider:
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

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

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

Signature: Joe Herring - digitally signed October 11, 2024 Date: 10-11-24

**ATTACHMENT A**

AFFIDAVIT

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

We/I Matt Ditty and \_\_\_\_\_

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -  
~~22856 Woodend rd Tonganoxie KS 66086~~ \_\_\_\_\_, and that we authorize the following people or firms to act in our interest with the Leavenworth County Planning and Zoning Department for a period of one calendar year. Additionally, all statements herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

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

2)

Signed and entered this 26th day of June, 204.

Matt Ditty, 22856 Woodend rd Tonganoxie KS 913-620-6518  
\_\_\_\_\_  
Print Name, Address, Telephone

Matt Ditty  
\_\_\_\_\_  
Signature

STATE OF KANSAS                    )  
  ) SS  
COUNTY OF LEAVENWORTH )                    •

Be it remember that on this 26th day of June 2024 before me, a notary public in and for said County and State came \_\_\_\_\_ to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ (seal)

ENTERED IN TRANSFER RECORD IN  
MY OFFICE THIS DAY 03/27/2024

*Janet Klasmirke*  
COUNTY CLERK

Doc #: 2024R01983  
TERRILOIS MASHBURN  
REGISTER OF DEEDS  
LEAVENWORTH COUNTY, KANSAS  
RECORDED ON:  
03/27/2024 08:06:35 AM  
RECORDING FEE: 38.00  
PAGES: 2

**PREPARED BY:**  
EMW Law, LLC  
13571 S. Mur-Len Rd.  
Olathe, KS 66062

### QUIT CLAIM DEED

CTC#24461142 - Accom

THIS QUIT CLAIM DEED, is made and entered into this 22 day of March, 2024, by and between **EMILY I. DITTY**, a single person, and **MATTHEW M. DITTY**, a single person, with a mailing address of 22856 Woodend Rd, Tonganoxie, KS 66086, the GRANTORS, and **MATTHEW M. DITTY**, a single person, with a mailing address of 22856 Woodend Rd, Tonganoxie, KS 66086, the GRANTEE.

WITNESSETH, that the GRANTOR, by way of gift, donation or contribution stated in the Deed or other instrument, paid by the GRANTEE the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the GRANTEE, the Real Estate situated in the County of Leavenworth and State of Kansas, and described as follows:

**The South 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 32, Township 11, Range 21, in Leavenworth County, Kansas, less and except any part thereof used or taken for road purposes and also less 25% mineral rights.**

Subject to restrictions, reservations, covenants and easements of record, if any.

**Property Address: 22856 Woodend Rd, Tonganoxie, KS 66086**

Pursuant to K.S.A. 79-1437e(a)(8), a real estate validation questionnaire is not required because this transfer is resulting from a divorce settlement where one party transfers interest in property to the other.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the GRANTEE, and to their successors and assigns forever. So that neither the said GRANTOR, nor GRANTOR'S successors or assigns, nor any other person or persons for GRANTOR or in GRANTOR'S name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has executed these presents to be effective as of the day and year first above written.

WITNESS the hand of said GRANTOR:

Emily Ditty  
EMILY I. DITTY

Matthew M Ditty  
MATTHEW M. DITTY

STATE OF Kansas )  
COUNTY OF Leavenworth ) ss.

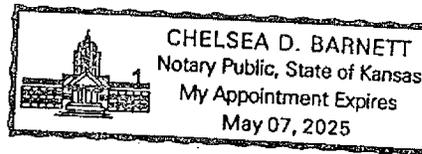
On this 27 day of March, 2024, before me the undersigned notary, personally appeared EMILY I. DITTY, a single person who proved to me through identification documents which was a Passport / Driver's License/ State ID or \_\_\_\_\_, to me personally known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

\*Matthew M. Ditty, a single person

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

Chelsea D. Barnett  
Chelsea D. Barnett - Notary Public

My term expires: May 7, 2025





# Continental

## TITLE COMPANY

**SCHEDULE A**

CTC File No.: 24470195

### INFORMATIONAL REPORT

1. Effective Date: September 20, 2024 at 8:00 A.M.
2. Fee Simple interest in the Land described in this Report is owned, at the Report Date, by:

Matthew M. Ditty

3. The land referred to in this Commitment is described as follows:

The South 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 32, Township 11, Range 21, in Leavenworth County, Kansas, less and except any part thereof used or taken for road purposes and also less 25% mineral rights

By: 

---

Title Officer: Janet Bishop

## **SCHEDULE BI - REQUIREMENTS**

CTC File No.: 24470195

**NOTE:** This is an Informational Report and has been issued as a report as to the status of title and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this informational report.

If a commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

1. The following Requirements must be met: NONE

## SCHEDULE BII - EXCEPTIONS

CTC File No.: 24470195

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final Policy.
7. Assessments, Dues or Fees levied by the Homeowners Association of said Subdivision, if any.
8. State, County and City general taxes for the year 2024, and subsequent years.
9. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
10. Mortgage executed by Matthew M Ditty, an unmarried individual to First Security Bank dated August 27, 2024 and recorded August 30, 2024, as Document No. 2024R06523, securing \$295,000.00. (Future Advances)
11. Child Support, including Arrears, if any, or any other judgments derived from the Decree of Divorce, Separation Agreement and/or Administrative Order, against Matthew M. Ditty, filed March 22, 2024, under Case/Cause No. 2022-DM-000620, and any amendments thereto.
12. Unrecorded leases or liens, if any, on crops growing on the land, if any.

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

Quit Claim Deed from Emily I. Ditty, a single person and Matthew M. Ditty, a single person to Matthew M. Ditty, a single person recorded March 27, 2024 as Document No. 2024R01983.

Quit Claim Deed from Matthew M. Ditty and Emily I. Ditty, husband and wife to Matthew M. Ditty and Emily I. Ditty, husband and wife, as joint tenants with rights of survivorship and not as tenants in common recorded September 14, 2017 as Document No. 2017R07642. (Includes other lands)

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: 22856 Woodend Rd, Tonganoxie, KS 66086

Tax Year: 2023

Tax ID No.: 27048

Assessed Value: \$31,011

Tax Amount: \$3,617.22 PAID

Includes the following Special Assessments, if any: NONE

Delinquent Taxes, if any: NONE

NOTE: First Half of Taxes are due on or before December 20th; Second Half of Taxes are due on or before May 10th.

## Johnson, Melissa

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Tuesday, October 8, 2024 10:50 AM  
**To:** PZ  
**Subject:** Authorization Affidavit - RENO ESTATES - Ditty Property  
**Attachments:** AuthorizationAFFIDAVIT (2).pdf

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

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Matt Ditty <mdditty@yahoo.com>  
**Sent:** Wednesday, June 26, 2024 3:50 PM  
**To:** Joe Herring <herringsurveying@outlook.com>  
**Subject:** Re: Authorization Affidavit

I Matt Ditty authorize Joe Herring to represent me in this process.

See attached form. Sign and return stating you authorize me to represent you in this process.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

<AuthorizationAFFIDAVIT (2).pdf>

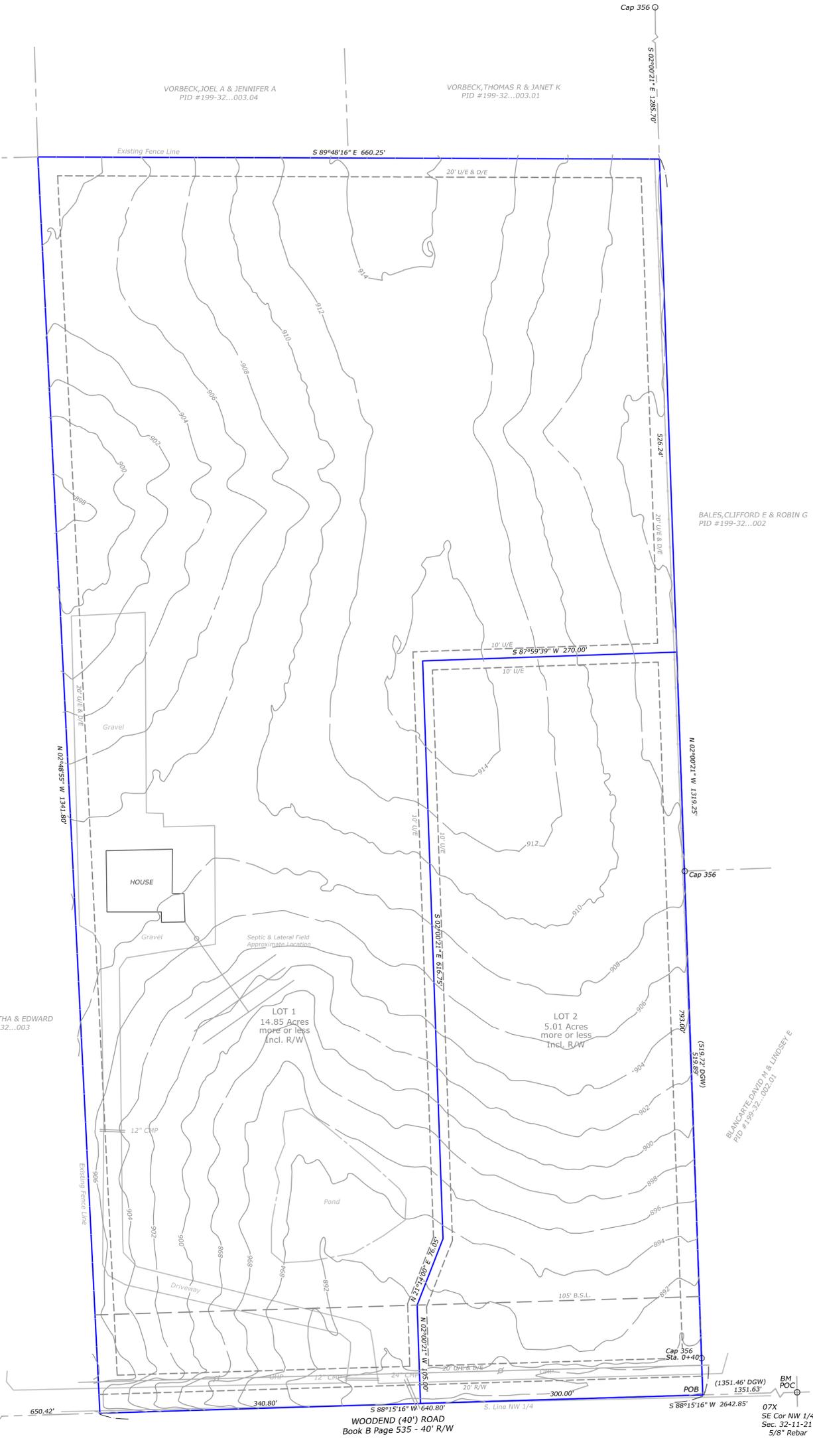
# RENO ESTATES

A Minor Subdivision in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## PRELIMINARY PLAT

PREPARED FOR:  
Matthew Ditty  
22856 WOODEND RD  
TONGANOXIE, KS 66086  
PID NO. 199-32-0-00-003.02

**SURVEYOR'S DESCRIPTION:**  
Tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, written by Joseph A. Herring PS-1296 on October 8, 2024, more fully described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 15'16" West for a distance of 1351.63 feet along the South line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 15'16" West for a distance of 640.80 feet along said South line; thence North 02 degrees 48'55" West for a distance of 1341.80 feet along an existing fence line; thence South 89 degrees 48'16" East for a distance of 660.25 feet along an existing fence line; thence South 02 degrees 00'21" East for a distance of 1319.25 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.86 acres, more or less, including road right of way. Error of Closure: 1 - 106735



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

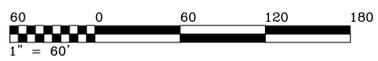
**ZONING:**  
RR-5 - Rural Residential 5

**NOTES:**  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Surveyor's Description  
5) Basis of Bearing - KS SPC North Zone 1501  
6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Doc # 2024R01983  
12) Utility Companies -  
- Water - Not Applicable  
- Electric - Evergy  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas  
13) Reference Continental Title File Number 24470195 dated September 20, 2024.  
14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015  
15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')  
16) Existing Structures, if any, shown in approximate location.  
17) Fence Lines do not necessarily denote the boundary line for the property.  
18) Reference Surveys:  
DGW - D.G.White - Survey S-15-05 #26, NKA 2005S026

**LEGEND:**  
● - 1/2" Bar Set with Cap No.1296  
○ - 1/2" Bar Found, unless otherwise noted.  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement dedicated this plat  
C - Centerline  
S - Section Line  
BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
//// - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
P - Power Pole  
X - Fence Line  
OHP - Overhead Power Lines  
T - Underground Telephone/Fiber Optic Line

Job # K-24-1814  
October 8, 2024 Rev. 11-27-24

315 North 5th Street, Leav., KS 66048  
Ph. 913.661.3858 Fax 913.674.5381  
Email - survey@eamcash.com



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.  
Joseph A. Herring  
PS # 1296

# RENO ESTATES

A Minor Subdivision in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Matthew Ditty  
22856 WOODEND RD  
TONGANOXIE, KS 66086  
PID NO. 199-32-0-00-003.02

**SURVEYOR'S DESCRIPTION:**  
Tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, written by Joseph A. Herring PS-1296 on October 8, 2024, more fully described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 15'16" West for a distance of 1351.63 feet along the South line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 15'16" West for a distance of 640.80 feet along said South line; thence North 02 degrees 48'55" West for a distance of 1341.80 feet along an existing fence line; thence South 89 degrees 48'16" East for a distance of 660.25 feet along an existing fence line; thence South 02 degrees 00'21" East for a distance of 1319.25 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.86 acres, more or less, including road right of way. Error of Closure: 1 - 106735

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

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

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

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

IN TESTIMONY WHEREOF,  
We, the undersigned owners of RENO ESTATES, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Matthew Ditty

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Matthew Ditty, a single person, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

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

**APPROVALS**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary: John Jacobson  
Chairman: Marcus Majure

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

County Engineer - Mitch Pleak

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman: Jeff Culbertson  
County Clerk: Janet Klasinski

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

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

- NOTES:**
- This survey does not show ownership.
  - All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - All recorded and measured distances are the same, unless otherwise noted.
  - Error of Closure - See Surveyor's Description
  - Basis of Bearing - KS SPC North Zone 1501
  - Monument Origin Unknown, unless otherwise noted.
  - Existing and Proposed Lots for Agriculture and Residential Use.
  - Road Record - See Survey
  - Benchmark - NAVD88
  - Project Benchmark (BM) - SE COR NW 1/4 Section 32 - 5/8" Rebar - Elev - 922.9'
  - Easements, if any, are created hereon or listed in referenced title commitment.
  - Reference Recorded Deed Doc # 2024R01983
  - Utility Companies -
    - Water - Not Applicable
    - Electric - Evergy
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - Reference Continental Title File Number 24470195 dated September 20, 2024.
  - Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
  - Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 15' (Accessory - 15')
    - All rear yard setbacks - 40' (Accessory - 15')
  - Existing Structures, if any, shown in approximate location.
  - Fence Lines do not necessarily denote the boundary line for the property.
  - Reference Surveys:
    - DGW - D.G.White - Survey S-15-05 #26, NKA 2005S026

**LEGEND:**

- 1/2" Bar Set with Cap No.1296
- 1/2" Bar Found, unless otherwise noted.
- ( ) - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- Centerline
- Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this survey per agreement with client



Scale 1" = 60'

Job # K-24-1814  
October 8, 2024 Rev. 12-4-24



315 North 5th Street, Leav., KS 66048  
Ph. 913.661.3858 Fax 913.674.5381  
Email - survey@jhamcsh.com



1" = 60'

**REGISTER OF DEED CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

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

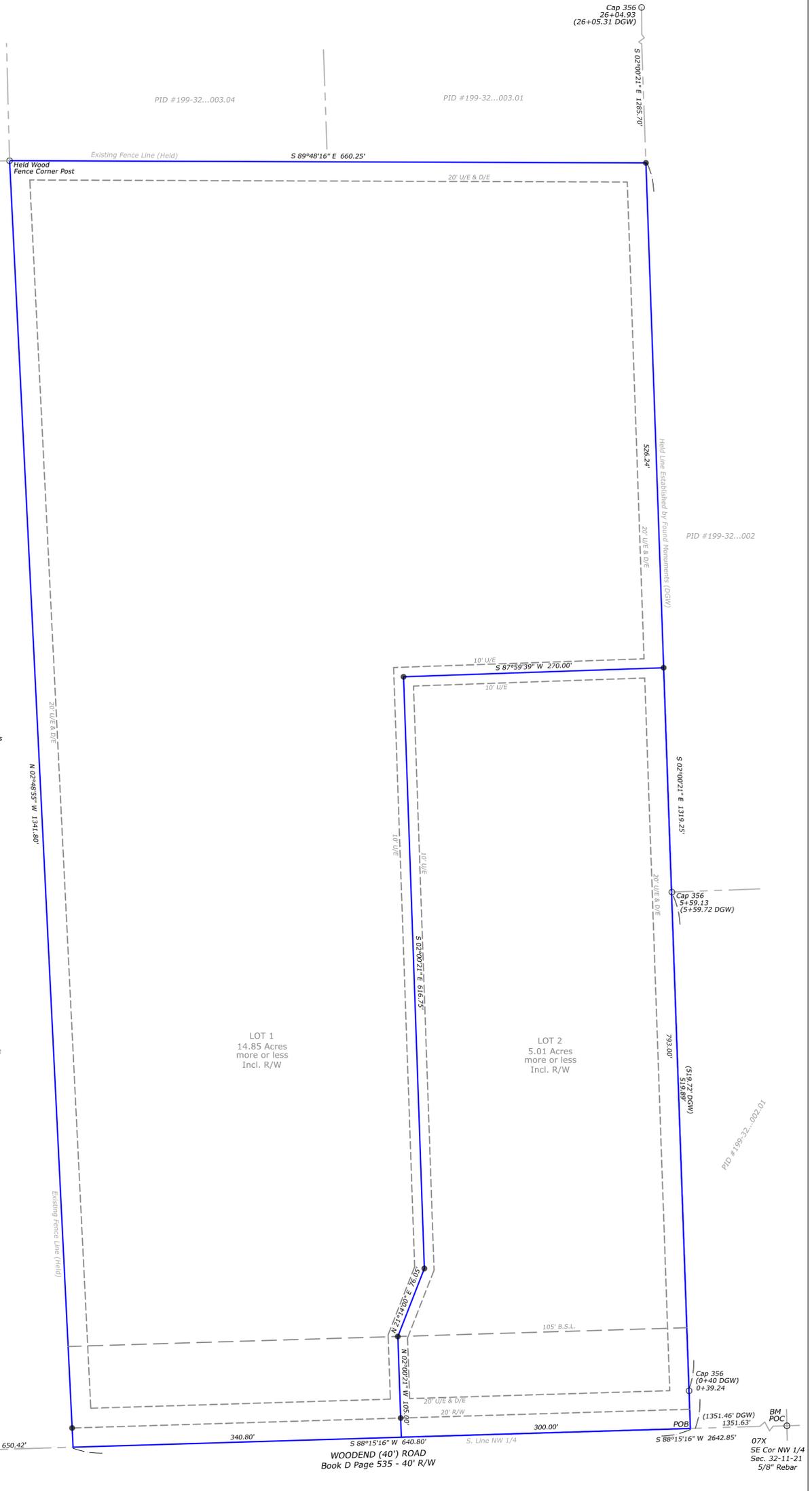
Daniel Baumen, PS#1363  
County Surveyor



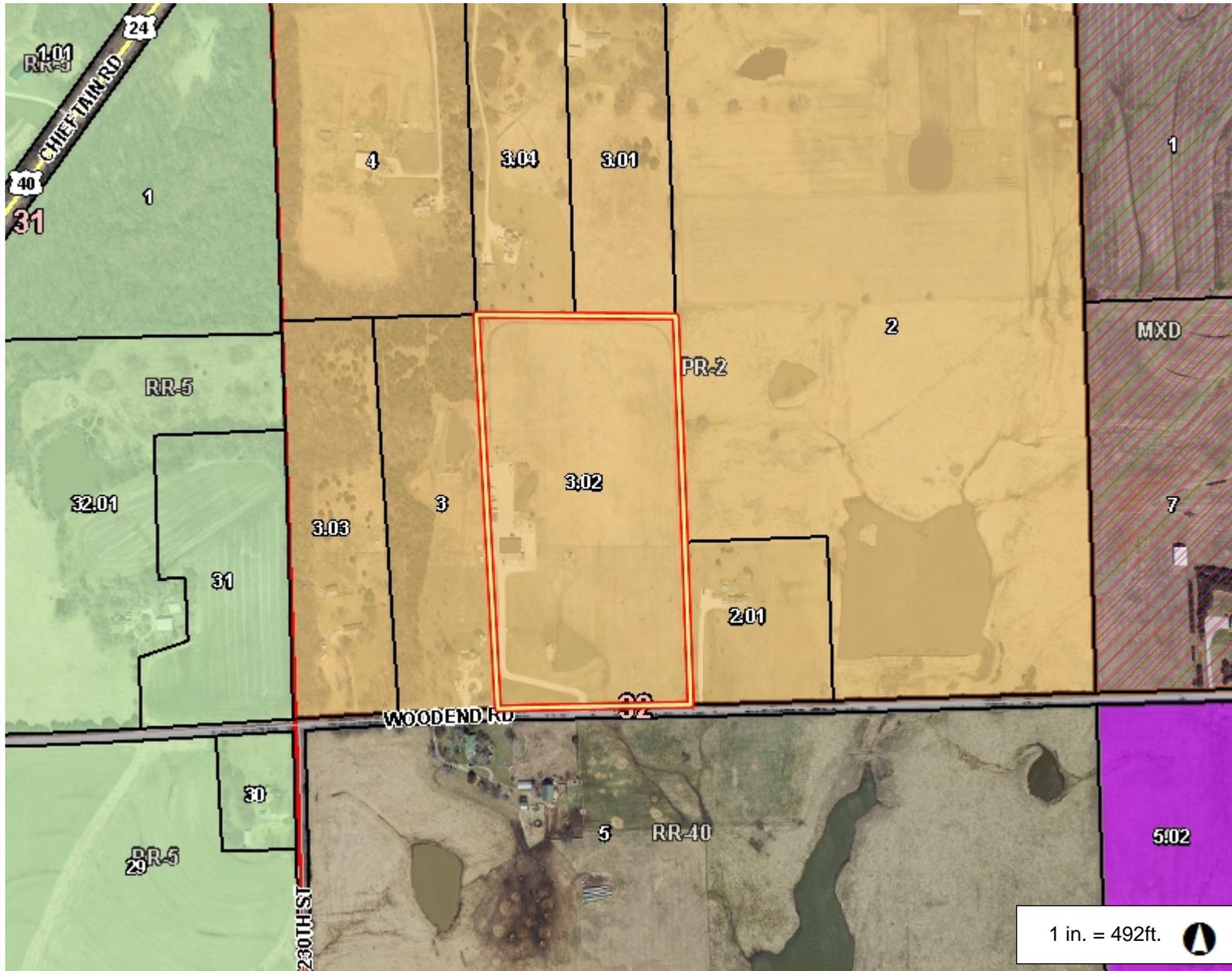
VICINITY MAP  
NOT TO SCALE

I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



# DEV-24-127 Ditty Rezone



## Legend

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

1 in. = 492ft. 

983.0 0 491.52 983.0 Feet



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

**RESOLUTION 2024-28**

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from PR-2 to RR-5 as defined by the Zoning and Subdivision Regulations of Leavenworth County, Kansas on the following described property:

**The South ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 11, Range 21, in Leavenworth County, Kansas, less and except any part thereof used or taken for road purposes and also less 25% mineral rights.**

**WHEREAS**, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 10<sup>th</sup> day of October, 2024, and

**WHEREAS**, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing for Case DEV-24-127 upon the granting of such request for a Rezoning on the 13<sup>th</sup> day of November, 2024; and

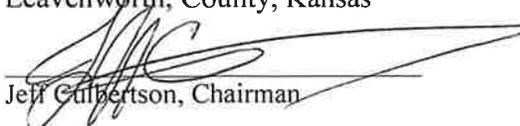
**WHEREAS**, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Rezoning be approved; and

**WHEREAS**, the Board of County Commissioners considered, in session on the 4<sup>th</sup> day of December, 2024, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission and the findings of fact adopted by the Board of County Commissioners in regular session on the 4<sup>th</sup> day of December, 2024, and incorporated herein by reference, it is hereby resolved that request for rezoning as described above, also known as 22856 Woodend Road, Parcel Identification Number 199-32-0-00-00-003.02, is hereby granted.
2. The Planning and Zoning Department of Leavenworth County, Kansas is hereby ordered to and directed to cause such designations to be made on the official District Map of said County in its custody and to show property herein described to be now zoned RR-5. Said District Map previously incorporated by reference by Section 4 of the Zoning and Subdivision Regulations of the Leavenworth County, Kansas is hereby incorporated as part of the Zoning Resolution as amended.
3. This Resolution shall be in full force and effect from and after its adoption and publication in the Leavenworth Times.

Adopted this 4<sup>th</sup> day of December, 2024  
Board of County Commission  
Leavenworth, County, Kansas

  
Jeff Culbertson, Chairman

ATTEST:

  
Janet Klasinski, Leavenworth County Clerk



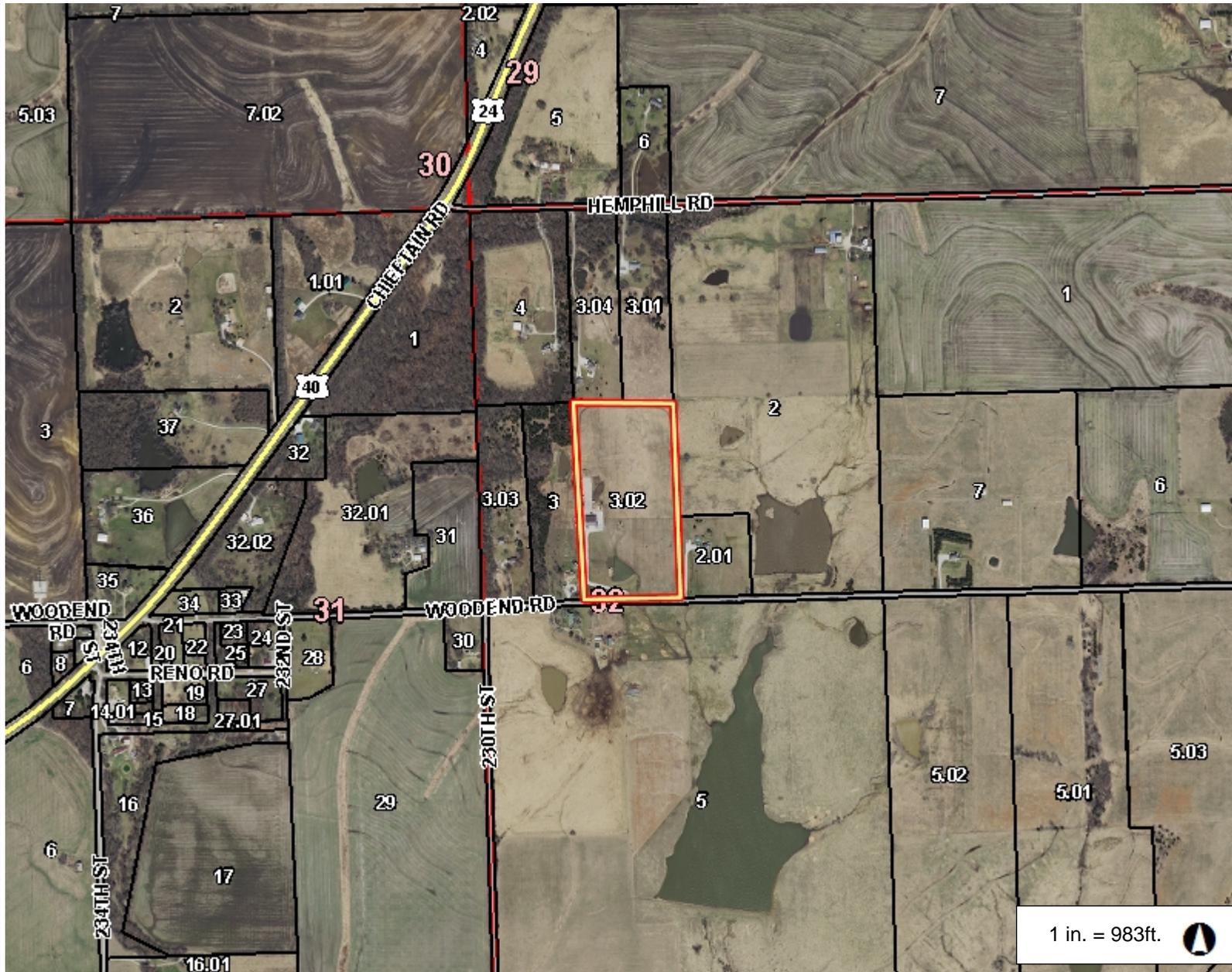
  
Vicky Kaaz, Member

  
Doug Smith, Member

absent  
Mike Smith, Member

absent  
Mike Stieben, Member

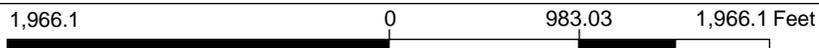
# DEV-24-127 Ditty Rezone



**Legend**

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

**Notes**



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Allison, Amy

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Thursday, November 7, 2024 9:32 AM  
**To:** PZ  
**Subject:** Fw: Fw: Reno Estates - Ditty Property - FIRE

*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.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Dylan Ritter <dritter@lvcofd2.com>  
**Sent:** Thursday, November 7, 2024 9:26 AM  
**To:** Joe Herring <herringsurveying@outlook.com>  
**Cc:** Steven Heath <Steven.Heath@evergy.com>  
**Subject:** Re: Fw: Reno Estates - Ditty Property

Leavenworth County Fire District #2 will continue to provide services to the proposed area and has no additional comments or concerns.

Thank you.

Dylan Ritter  
Assistant Chief  
Leavenworth County Fire District #2  
100 Main Street  
P.O. Box 270  
Linwood, KS, 66052  
(913) 339-8973

On Thu, Nov 7, 2024 at 08:57 Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)> wrote:  
Please provide your letters stating you can provide service to the area.  
Original emails send October 8th.

Thank you - Joe Herring

---

## Allison, Amy

---

**From:** Anderson, Kyle  
**Sent:** Tuesday, November 19, 2024 10:32 AM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-24-142/143 Reno Acres Plat

We have not received any complaints on this property, and the septic system currently installed appears to remain on the same property as the home it services.

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

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

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Thursday, November 14, 2024 4:44 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'kriter@lvcofd2.com' <kriter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>; 'designgrouplawrenceservicecenter@evergy.com' <designgrouplawrenceservicecenter@evergy.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-24-142/143 Reno Acres Plat

Good Afternoon,

The Department of Planning and Zoning has received an application for a 2-lot preliminary and final plat for the property located at 22856 Woodend 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, November 27, 2024.

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

Thank you,

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

# RENO ESTATES

A Minor Subdivision in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Matthew Ditty  
22856 WOODEND RD  
TONGANOXIE, KS 66086  
PID NO. 199-32-00-003.02

**SURVEYOR'S DESCRIPTION:**  
Tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, written by Joseph A. Herring PS-1296 on October 8, 2024, more fully described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 15'16" West for a distance of 1351.63 feet along the South line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 15'16" West for a distance of 640.80 feet along said South line; thence North 02 degrees 48'55" West for a distance of 1341.80 feet along an existing fence line; thence South 89 degrees 48'16" East for a distance of 660.25 feet along an existing fence line; thence South 02 degrees 00'21" East for a distance of 1319.25 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.86 acres, more or less, including road right of way. Error of Closure: 1 - 106735

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

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

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

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

**IN TESTIMONY WHEREOF,**  
We, the undersigned owners of RENO ESTATES, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Matthew Ditty

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Matthew Ditty, a single person, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

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

**APPROVALS**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary: John Jacobson  
Chairman: Marcus Majure

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

County Engineer - Mitch Pleak

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman: Jeff Culbertson  
County Clerk: Janet Klasinski

- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
  - 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 6) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 5
  - 7) An exception to Article 4, Section 6.7.c. Accessory structure for storage of equipment has been granted for Lot 4
  - 8) No off-plat restrictions.

**ZONING:**  
RR 2.5 - Rural Residential 2.5

- NOTES:**
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Surveyor's Description
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Agriculture and Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Project Benchmark (BM) - SE COR NW 1/4 Section 12, 5/8" Rebar - Elev - 922.9'
  - 11) Easements, if any, are created hereon or listed in referenced title commitment.
  - 12) Reference Recorded Deed Doc # 2024R01983
  - 13) Utility Companies -
    - Water - Not Applicable
    - Electric - Evergy
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 14) Reference Continental Title File Number 24470195 dated September 20, 2024.
  - 15) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
  - 16) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 15' (Accessory - 15')
    - All rear yard setbacks - 40' (Accessory - 15')
  - 17) Existing Structures, if any, shown in approximate location.
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:
    - DGW - D.G.White - Survey S-15-05 #26, NKA 2005S026

**LEGEND:**

- 1/2" Bar Set with Cap No.1296
- 1/2" Bar Found, unless otherwise noted.
- ( ) - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- Centerline
- Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- //// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client

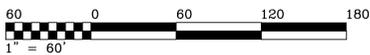
**REGISTER OF DEED CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn



Scale 1" = 60'

Job # K-24-1814  
October 8, 2024



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

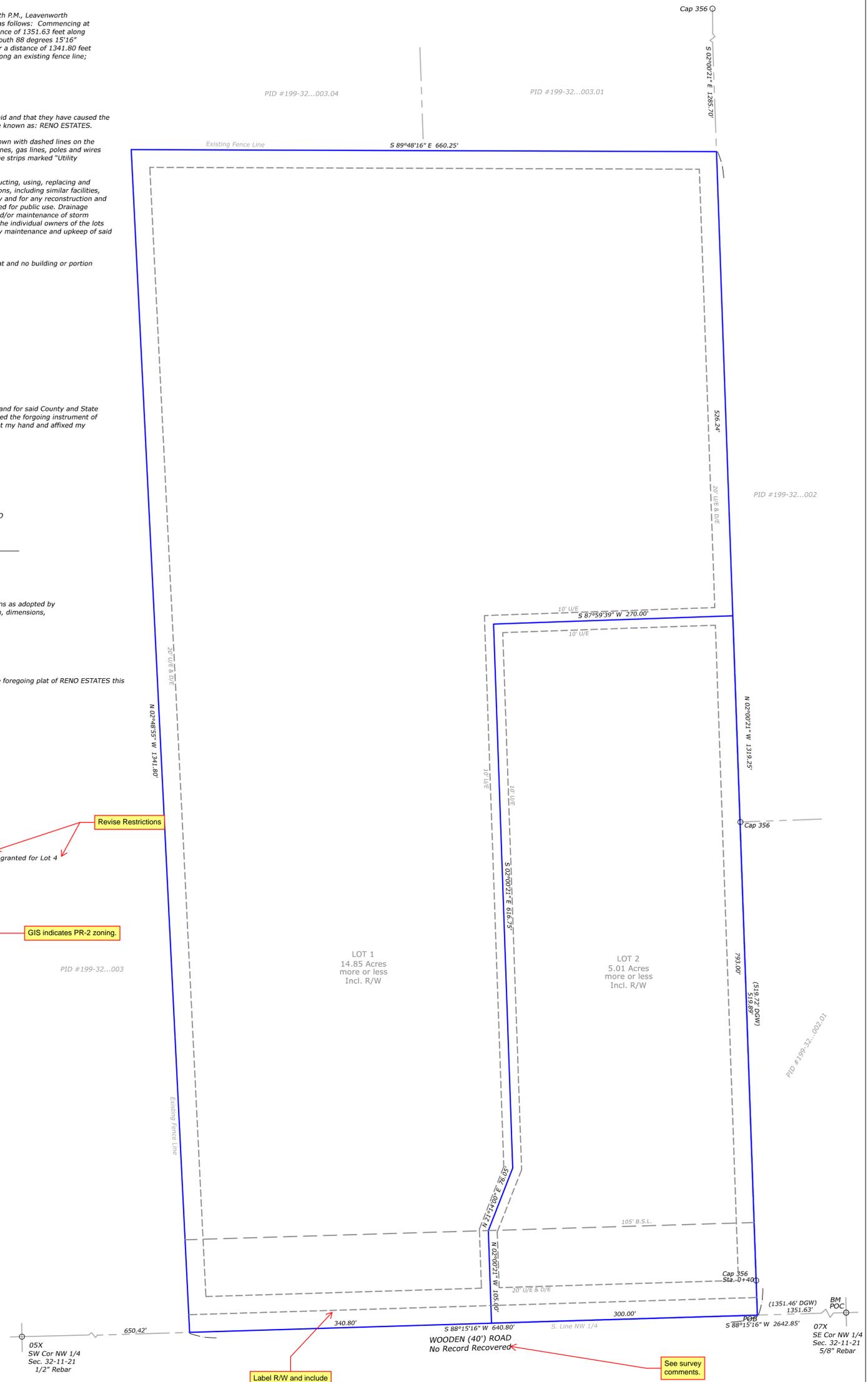
Daniel Baumchen, PS#1363  
County Surveyor



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

11-25-24  
Combined PW  
Comments



# RENO ESTATES

A Minor Subdivision in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## PRELIMINARY PLAT

PREPARED FOR:  
Matthew Ditty  
22856 WOODEND RD  
TONGANOXIE, KS 66086  
PID NO. 199-32-0-00-003.02

**SURVEYOR'S DESCRIPTION:**  
Tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, written by Joseph A. Herring PS-1296 on October 8, 2024, more fully described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 15'16" West for a distance of 1351.63 feet along the South line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 15'16" West for a distance of 640.80 feet along said South line; thence North 02 degrees 48'55" West for a distance of 1341.80 feet along an existing fence line; thence South 89 degrees 48'16" East for a distance of 660.25 feet along an existing fence line; thence South 02 degrees 00'21" East for a distance of 1319.25 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.86 acres, more or less, including road right of way. Error of Closure: 1 - 106735

11-25-24  
Combined PW  
Comments

VORBECK, JOEL A & JENNIFER A  
PID #199-32...003.04

VORBECK, JOEL A & JENNIFER A  
PID #199-32...003.01

Cap 356

### RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 5
- 7) An exception to Article 4, Section 6.7.c. Accessory structure for storage of equipment has been granted for Lot 4
- 8) No off-plat restrictions.

### ZONING:

RR 2.5 - Rural Residential 2.5

### NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Surveyor's Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Project Benchmark (BM) - SE COR NW 1/4 Section 32 - 5/8" Rebar - Elev - 922.9'
- 11) Reference Recorded Deed Doc # 2024R01983
- 12) Utility Companies -
  - Water - Not Applicable
  - Electric - Evergy
  - Sewer - Septic / Lagoon
  - Gas - Propane / Natural Gas
- 13) Reference Continental Title File Number 24470195 dated September 20, 2024.
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
  - All side yard setbacks - 15' (Accessory - 15')
  - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, shown in approximate location.
- 17) Fence Lines do not necessarily denote the boundary line for the property.
- 18) Reference Surveys:
  - DGW - D.G.White - Survey S-15-05 #26, NKA 2005S026

### LEGEND:

- - 1/2" Bar Set with Cap No.1296
- - 1/2" Bar Found, unless otherwise noted.
- ( ) - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- - Centerline
- - Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- //// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- - Power Pole
- X - Fence Line
- OHP - Overhead Power Lines
- T - Underground Telephone/Fiber Optic Line

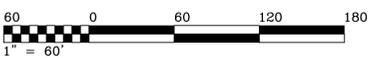
REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas.

Register of Deeds - TerriLois G. Mashburn



Scale 1" = 60'

Job # K-24-1814  
October 8, 2024



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

Daniel Baumchen, PS#1363  
County Surveyor



VICINITY MAP  
NOT TO SCALE

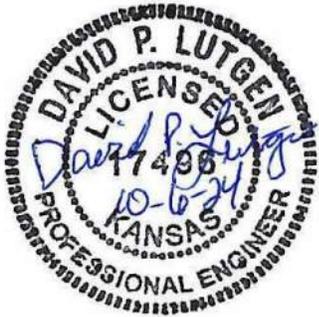


I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

**11-25-24**  
**Combined PW**  
**Review**  
**No Comment**

Reno Estates  
Leavenworth County Kansas  
Drainage Report  
October 6, 2024



## Allison, Amy

---

**From:** Ryan McCallister <Ryan.McCallister@evergy.com>  
**Sent:** Wednesday, December 4, 2024 3:37 PM  
**To:** Allison, Amy; Design Group Lawrence Service Center  
**Subject:** RE: RE: DEV-24-142/143 Reno Acres Plat

**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.

Internal Use Only

Hey Amy,

evergy has no conflict with this area. Let me know if there is anything else that I can help with.

Thanks!

### Ryan McCallister

Evergy  
Distribution Designer  
[ryan.mccallister@Evergy.com](mailto:ryan.mccallister@Evergy.com)  
O (785) 865-4844

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, December 4, 2024 3:30 PM  
**To:** Design Group Lawrence Service Center <designgrouplawrencesservicecenter@evergy.com>  
**Subject:** FW: RE: DEV-24-142/143 Reno Acres Plat

#### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

Do you have any comments for the attached application?

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

#### Disclaimer

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

# RENO ESTATES

A Minor Subdivision in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

### PREPARED FOR:

Matthew Ditty  
2285 WOODEND RD  
TONGANOXIE, KS 66886  
PID NO. 199-32-00-003.02

### SURVEYOR'S DESCRIPTION:

Tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, written by Joseph A. Herring PS 1296 on October 8, 2024, more fully described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 15' 16" West for a distance of 1351.63 feet along the South Line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 15' 16" West for a distance of 640.00 feet along an existing fence line; thence North 02 degrees 48' 52" West for a distance of 1341.00 feet along an existing fence line; thence South 89 degrees 42' 18" East for a distance of 660.25 feet along an existing fence line; thence South 02 degrees 00' 11" West for a distance of 1119.25 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.86 acres, more or less, including road right of way. Error of Closure: 1 - 1/87535

### CERTIFICATION AND DEDICATION

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

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

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

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

### IN TESTIMONY WHEREOF:

We, the undersigned owners of RENO ESTATES, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Matthew Ditty

### NOTARY CERTIFICATE:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Matthew Ditty, a single person, to be personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

### NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ (seal)

### APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary  
John Jacobson

Chairman  
Marcus Majure

### COUNTY ENGINEER'S APPROVAL:

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

County Engineer - Mitch Fleck

### COUNTY COMMISSION APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of RENO ESTATES this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman  
Jeff Culbertson

County Clerk  
Attest: Janet Klasmaki

### RESTRICTIONS:

- All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning jurisdiction.
- An Engineered Waste Disposal System may be required due to poor soil conditions.
- Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- Lot are subject to the current Access Management Policy.
- All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- No off-pat restrictions.

### ZONING:

RR-5 - Rural Residential 5

### NOTES:

- This survey does not show ownership.
- All distances are calculated from measurements or measured this survey, unless otherwise noted.
- All recorded and measured distances are the same, unless otherwise noted.
- Error of Closure - See Surveyor's Description
- Basis of Bearing - NS SPC North Zone 1503
- Monument Origin Unknown, unless otherwise noted.
- Existing and Proposed Lots for Agriculture and Residential Use.
- Bound Record - See Survey
- Benchmark - NAVD83  
Project Benchmark (BM) - SE COR NW 1/4 Section 32 - 5/8" Rebar - Elev - 922.9'
- Easements, if any, are created hereon or listed in referenced title commitment.
- Reference Recorded Deed Doc # 202401080
- Utility Companies -
  - Water - Not Applicable
  - Electric - Every
  - Sewer - Septic / Lagoon
  - Gas - Propane / Natural Gas
- Reference Continental Title File Number 24470105 dated September 20, 2024.
- Property is not in a Special Flood Hazard Area per FEMA FIRM Map 201302025C dated July 16, 2015
- Building Setback Lines as shown hereon or noted below
  - All side yard setbacks - 15' (Accessory - 15')
  - All rear yard setbacks - 40' (Accessory - 15')
- Existing Structures, if any, shown in approximate location.
- Fence Lines do not necessarily denote the boundary line for the property.
- Reference Surveys:
  - DGW - D.G. White - Survey 9-15-05 #26, NKA 20059026

### LEGEND:

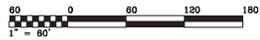
- 1/2" Bar Set with Cap No. 1296
- 1/2" Bar Found, unless otherwise noted.
- Record / Deeded Distance
- U/E - Utility Easement
- DE - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- C - Contour
- S - Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this survey per agreement with client

REGISTER OF DEED CERTIFICATE:  
Filed for record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas.

Register of Deeds - Terrilos G. Mashburn



Job # K-24-1814  
October 8, 2024 Rev. 11-27-24



I hereby certify that this survey plat meets the requirements of K.S.A. 88-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Burman, PS 1363  
County Surveyor



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



Provide LSRR **1**

Verify, DGW survey shows 2605.31

Verify, DGW survey shows 559.72

Move South leader to Cap 356

remove circle **5**

PID #199-32-003.04

PID #199-32-003.01

PID #199-32-002

PID #199-32-003

PID #199-32-005

LOT 1  
14.85 Acres  
more or less  
Incl. R/W

LOT 2  
5.01 Acres  
more or less  
Incl. R/W

Cap 356  
26+04.93

Cap 356  
559.72

Cap 356  
1351.63

Cap 356  
1351.63

Cap 356  
1351.63

Cap 356  
1351.63

# Summary of Comments on K-24-1814 RENO ESTATES FINAL 24x36Port

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Page: 1

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☰ Number: 1      Author: dbaumchen      Subject: Text Box      Date: 12/4/2024 9:26:26 AM  
Provide LSRR

---

☰ Number: 2      Author: dbaumchen      Subject: Callout      Date: 12/4/2024 9:18:46 AM  
Verify, DGW survey shows 2605.31

---

☰ Number: 3      Author: dbaumchen      Subject: Callout      Date: 12/4/2024 9:15:50 AM  
Verify, DGW survey shows 559.72

---

☰ Number: 4      Author: dbaumchen      Subject: Callout      Date: 12/4/2024 9:17:08 AM  
Move South leader to Cap 356

---

☰ Number: 5      Author: dbaumchen      Subject: Callout      Date: 12/4/2024 9:22:12 AM  
remove circle

---

**Leavenworth County  
Request for Board Action  
Case No. DEV-24-139  
Replat of Sunny Side Estates  
\*Consent Agenda\***

**Date:** December 23, 2024  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:**

Chairman, I find that the proposed Replat as outlined in case DEV-24-139 is compliant with the County Zoning & Subdivision Regulations and move that the proposed Final Plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

**Analysis:** The applicant is proposing to split Lot 2 of Sunny Side Estates into 2 lots. Lot 2A will approximately be 12.8 acres and lot 2B will approximately be 5.8 acres. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). All lots meet the requirements for the RR-2.5 zoning district.

**Recommendation:** The Planning Commission voted 7-0 (1 absent, 1 abstention) to recommend approval of Case No.DEV-24-139, Replat for Sunny Side Estates 2 subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-24-139, Replat for Sunny Side Estates 2, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-24-139, Replat for Sunny Side Estates 2, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-24-139, Replat for Sunny Side Estates 2, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

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

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-24-139 Sunny Side Estates 2

December 11, 2024

**REQUEST:** *Consent Agenda*

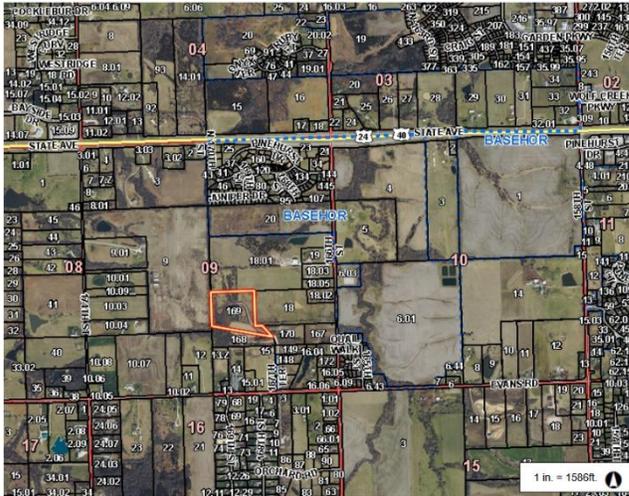
Preliminary Plat       Final Plat

Replat Plat

**STAFF REPRESENTATIVE:**

JOSH SCHWEITZER  
Development Planner

**SUBJECT PROPERTY:** 19150 178<sup>th</sup> Street



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING  
315 N. 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**

Allan & Marion Stork  
16678 Evans Road  
Basehor, KS 66007

**CONCURRENT APPLICATIONS:**  
NONE

**LAND USE**

**ZONING:** RR-2.5

**FUTURE LAND USE DESIGNATION:**  
Mixed Residential

**LEGAL DESCRIPTION:**

Lot 2, Sunny Side Estates 2, a Cross Access Easement Subdivision in Leavenworth County, Kansas.

**SUBDIVISION:** Sunny Side Estates 2

**FLOODPLAIN:** N/A

**STAFF RECOMMENDATION:** APPROVAL

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-24-139, Replat for Sunny Side Estates 2, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-139, Replat for Sunny Side Estates 2 to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

**PARCEL SIZE:** 18 ACRES

**PARCEL ID NO:**  
182-09-0-00-00-169

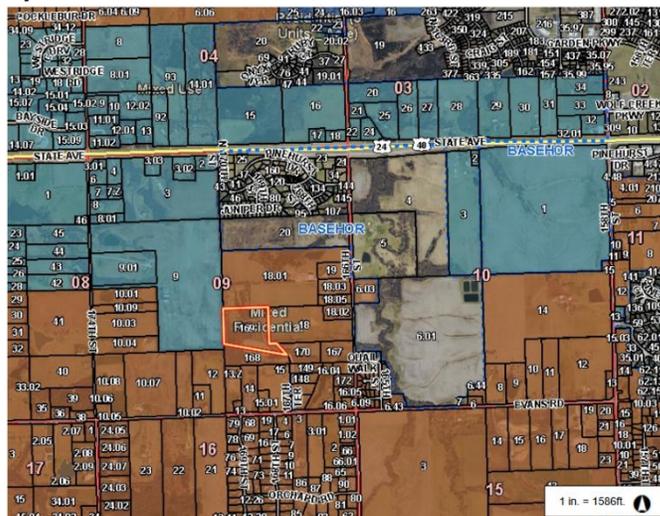
**BUILDINGS:**  
N/A

**PROJECT SUMMARY:**

Request for Replat approval to subdivide property located at 00000 167th Ter (182-09-0-00-00-169) as Lots 2A through 2B of Sunny Side Estates 2 Replat.

**ACCESS/STREET:**  
167th Terrace, Local, + 22'

**Location Map:** FUTURE LAND USE DESIGNATION



**UTILITIES**

**SEWER:** PRIVATE SEPTIC

**FIRE:** Fairmount

**WATER:** Suburban

**ELECTRIC:** Evergy

**NOTICE & REVIEW:**

**STAFF REVIEW:**  
12/4/2024

**NEWSPAPER NOTIFICATION:**  
N/A

**NOTICE TO SURROUNDING  
PROPERTY OWNERS:**  
N/A

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

**STAFF COMMENTS:**

The applicant is proposing to split Lot 2 of Sunny Side Estates into 2 lots. Lot 2A will approximately be 12.8 acres and lot 2B will approximately be 5.8 acres. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). All lots meet the requirements for the RR-2.5 zoning district.

**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. Any modifications to the pond may require changes to state or federal permit, the applicant must verify that no additional permits is required from those entities.
6. The developer must comply with the following memorandums:
  - Memo – Everygy, Jordan Mesmer, dated November 5, 2024
  - Memo – Suburban Water, Travis Miles, dated November 5, 2024
  - Memo – Fairmount Fire District, Mike Lingenfelter, dated November 13, 2024
  - Memo – Emergency Management, Chuck Magaha, dated November 8, 2024
  - Email – Public Works, Joe McAfee, dated December 3, 2024

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums

• Big Copy  
• utility lines  
• digital

**FINAL PLAT APPLICATION**

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

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: Herring Surveying Company	NAME: Allan F & Marion Sue Stork
MAILING ADDRESS: 315 North 5th Street	MAILING ADDRESS 16678 Evans Road
CITY/ST/ZIP: Leavenworth, KS 66048	CITY/ST/ZIP Basehor, KS 66007
PHONE: 913-651-3858	PHONE: N/A
EMAIL : herringsurveying@outlook.com	EMAIL N/A

**GENERAL INFORMATION**

Proposed Subdivision Name: SUNNY SIDE ESTATES 2 REPLAT

Address of Property: 00000 167th Street *Terr*

PID: 182-09-0-00-00-169 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: 18 AC	Number of Lots: 2	Minimum Lot Size: 5 AC
Maximum Lot Size: 13 AC	Proposed Zoning: RR - 2.5	Density: N/A
Open Space Acreage: N/A	Water District: Suburban	Proposed Sewage: Septic
Fire District: Fairmount	Electric Provider: Evergy	Natural Gas Provider: Atmos/Propane
Covenants: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <i>Local</i> - Collector - Arterial - State - Federal	
Cross-Access Easement Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

Signature: Joe Herring - digitally signed 10-20-2024 Date: 10/20/24

**ATTACHMENT A**

*Janet Klasmaker*  
COUNTY CLERK

DOC #: 2024R08972  
TERRILOIS MASHBURN  
REGISTER OF DEEDS  
LEAVENWORTH COUNTY, KANSAS  
RECORDED ON:  
12/04/2024 01:53:56 PM  
RECORDING FEE: 21.00  
PAGES: 1

### KANSAS QUIT-CLAIM DEED

THIS INDENTURE; Made on the 4 day of Dec., 2024 AD, by and between, Allan F. Stork and Marion Sue Stork, a married couple,, Grantor of the County of Leavenworth, State of Kansas, party of the first part, and Allan F. Stork and Marion Sue Stork, a married couple, Grantees of the County of Leavenworth, State of Kansas, parties of the second part.

WITNESSETH, That the said party of the first part, for no considerations, to them given by the said parties of the second part (the receipt of which is hereby acknowledged) do by these presents, REMISE, RELEASE and FOREVER QUIT CLAIM unto the said parties of the second part, and the survivor of them, and as tenants in common, the following described lots, tracts or parcels of land, lying, being and situate in the County of Leavenworth and State of Kansas, to-wit:

Lot 2, SUNNY SIDE ESTATES 2, a Cross Access Easement Subdivision in Leavenworth County, Kansas.

Pursuant to K.S.A.79-1437(e), a real estate validation questionnaire is not required due to Exemption 3

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto their heirs and assign forever; so that neither the said parties of the first part nor their heirs, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred

*Allan F. Stork*  
Allan F. Stork

*Marion Sue Stork*  
Marion Sue Stork

Acknowledgement  
**STATE OF Kansas**

)  
)ss.

**COUNTY OF Leavenworth**

)

 **STEPHANIE M. SLOOP**  
Notary Public - State of Kansas  
My Appt. Expires 11/30/28

BE IT REMEMBERED, That on this 4<sup>th</sup> day of December, A.D. 2024, before me, the undersigned, a Notary Public, in and for said County and State, came Allan F. Stork and Marion Sue Stork, a married couple,, who are personally known to me known to be the persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

*Stephanie M. Sloop*  
NOTARY PUBLIC  
*Stephanie m Sloop*

My commission expires: 11/30/28



**From:** [sue stork](#)  
**Sent:** Wednesday, July 19, 2023 11:29 AM  
**To:** [Johnson, Melissa](#)  
**Subject:** Sunny Side Estates 2

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**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.

July 19,2023

I Marion Sue Stork, give my authorization to Joe Herring to survey the property Sunny Side Estates 2.

AFFIDAVIT

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

We/I Allan F. Stork and \_\_\_\_\_

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at - 18209 146th St Basehor KS 66007, and that we authorize the following people or firms to act in our interest with the Leavenworth County Planning and Zoning Department for a period of one calendar year. Additionally, all statements herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

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

2) Signed and entered this 23 day of January, 2023

Allan F. Stork 14678 Evans Rd Basehor KS 66007 217-519-1987  
Print Name, Address, Telephone

Allan F. Stork  
Signature

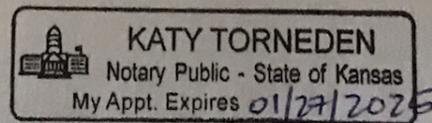
STATE OF KANSAS )  
                                  ) SS  
COUNTY OF LEAVENWORTH )

Be it remember that on this 23<sup>rd</sup> day of January, 2023 before me, a notary public in and for said County and State came Allan F. Stork to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

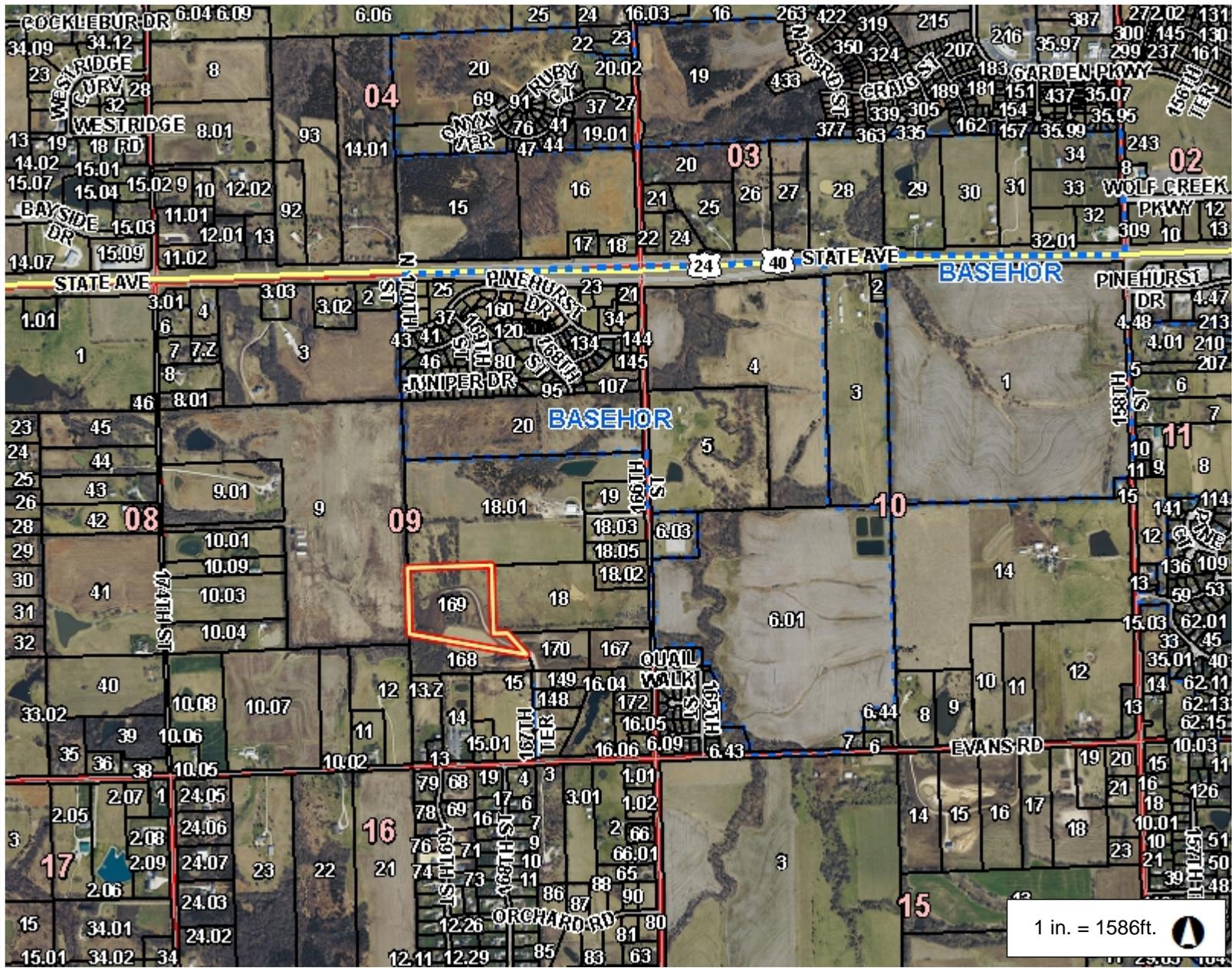
NOTARY PUBLIC Katy Torneden

My Commission Expires: 01-27-2025

(seal)



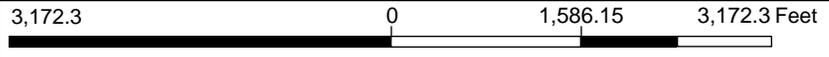
# Leavenworth County, KS



**Legend**

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

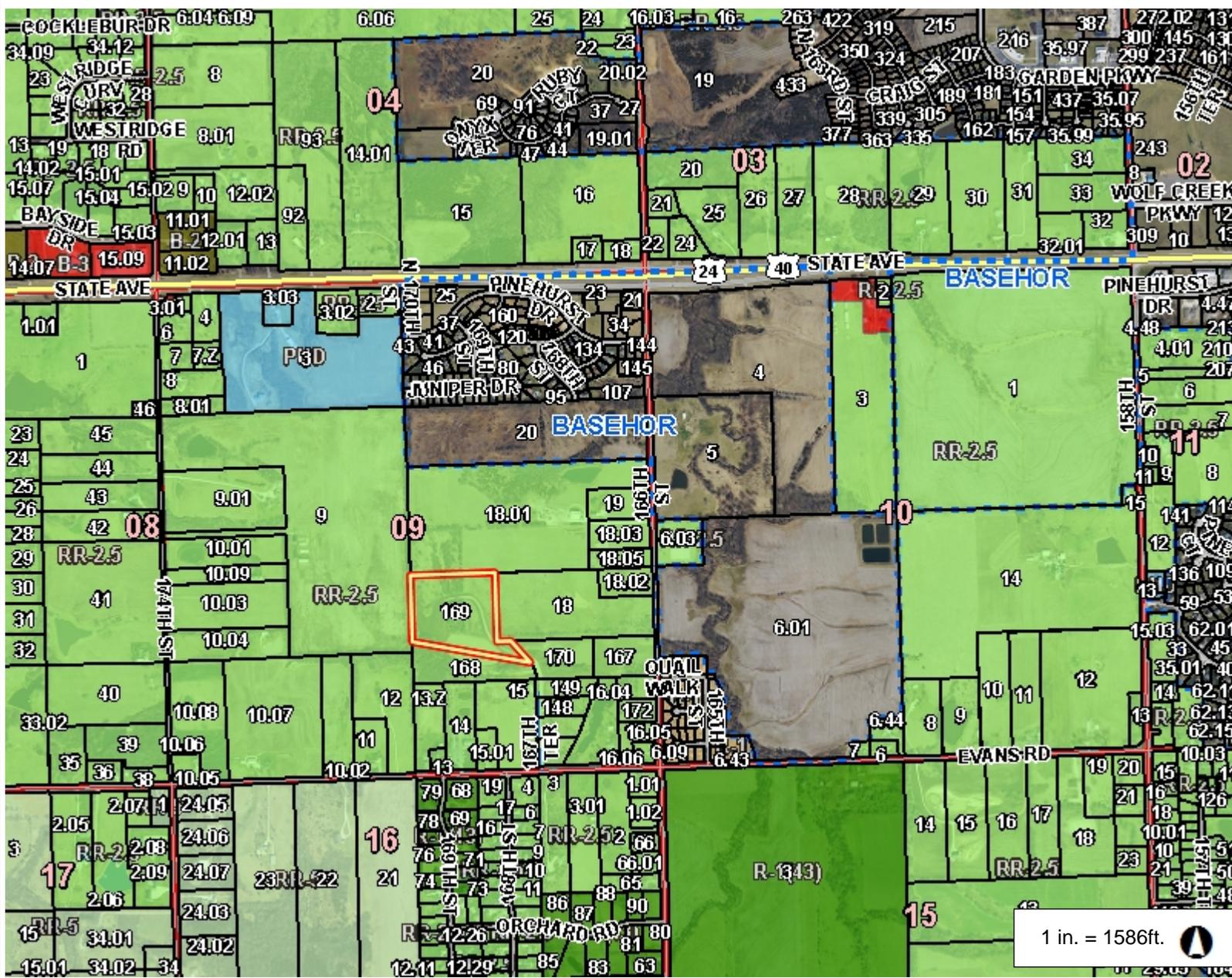
1 in. = 1586ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

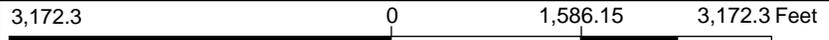
# Leavenworth County, KS



### Legend

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

1 in. = 1586ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

# SUNNY SIDE ESTATES 2 REPLAT

PID NO. 182-09...018.01

A Cross Access Easement and Replat of Lot 2, SUNNY SIDE ESTATES 2, Leavenworth County, Kansas.

## FINAL PLAT

### PREPARED FOR:

STORK, ALLAN F & MARION SUE  
16678 EVANS ROAD  
BASEHOR, KS 66007  
PID NO. 182-09-00-00-018.07

RECORD DESCRIPTION:  
Lot 2, SUNNY SIDE ESTATES 2, a subdivision in Leavenworth County, Kansas.

### CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: SUNNY SIDE ESTATES 2 REPLAT.

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

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

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

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1, Lot 2, and Lot 3 for the benefit of Lot 1, Lot 2, and Lot 3, along with Lots 1 through 4, SUNNY SIDE ESTATES. Maintenance as defined in the Home Owner's Association (H.O.A.), recorded at the Leavenworth County Register of Deeds Office Doc # 2023R

IN TESTIMONY WHEREOF,  
We, the undersigned owners of SUNNY SIDE ESTATES 2 REPLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Allan F. Stork Marion Sue Stork

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Allan F. Stork and Marion Sue Stork, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

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

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of SUNNY SIDE ESTATES 2 REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary John Jacobson Chairman Marcus Majure

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of SUNNY SIDE ESTATES 2 REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman Jeff Culbertson County Clerk Attest: Janet Klasinski



Scale 1" = 100'

Job # K-24-1356  
October 16, 2024



REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

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

Daniel Baunchen, PS#1363  
County Surveyor



VICINITY MAP NOT TO SCALE

### RESTRICTIONS:

- All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- An Engineered Waste Disposal System may be required due to poor soil conditions.
- Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- All Lots only have access to Evans Road through the Cross Access Easement.
- Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement. Home Owner's Association to include both phases. Recorded in the Office of the Leavenworth County Register of Deed Doc #2023R
- Leavenworth County shall bear no responsibility for any maintenance and upkeep of the Cross Access Easement, drive, and drive appurtenances.
- All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- Lots 1 and 2, SUNNY SIDE ESTATES 2, equally share the maintenance of the shared pond, unless otherwise agreed to or included in the Home Owner's Association.
- Emergency Overflow Spillway for ponds can not be impeded by a structure or driveway.
- Culvert designs for drives to Lot 1 and 2, if any, to be provided with building permit application.

Revise  
PID NO. 182-09...018

Reviewer Statement: At the time of Sunny Side Estates 2 plat approval by the County, ponds were proposed within the development. Pond permitting and design was not reviewed by Public Works.  
  
The review of the replat does not include impacts or considerations from the ponds. Applicant shall confirm with previous jurisdictional pond permit holders on any requirements for the proposed replat.

11-14-24  
PW Combined  
Comments

LOT 1 - PIONEER ACRES  
Approved by County - not recorded

ZONING:  
RR-2.5, Rural Residential, 2.5-Acre minimum size parcels - Current and proposed

- NOTES:
- This survey does not show ownership.
  - All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - All recorded and measured distances are the same, unless otherwise noted.
  - Error of Closure - See Error of Closure Calculations
  - Basis of Bearing - KS SPC North Zone 1501
  - Monument Origin Unknown, unless otherwise noted.
  - Existing and Proposed Lots for Residential Use.
  - Road Record - See Survey
  - Benchmark - NAVD88  
Project Benchmark (BM) - NE COR SE 1/4 Section 9 - Elev - 932.27'
  - Easements, if any, are created hereon or listed in referenced title commitment.
  - Reference Recorded Deed Doc # 2023R01014
  - Utility Companies -  
- Water - Suburban  
- Electric - Evergy  
- Sewer - Septic  
- Gas - Propane / Natural Gas
  - Reference Continental Title File Number 23445915 updated June 12, 2023
  - Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0327G & 0350G dated July 16, 2015
  - Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')
  - Distances to and of structures, if any, are -- 11'
  - Easements as per referenced Title Commitment are shown hereon, if any.  
Gas Line Easement Book 325 Page 321, Blanket over South 20 acres of Tract Existing Gas Line South of surveyed property.
  - Fence Lines do not necessarily denote the boundary line for the property.
  - Reference Surveys:  
WITT SUBDIVISION Survey Book 15 #92, 2005  
HEART LAND ESTATES Doc #2011P00006  
SUNNY SIDE ESTATES Doc #2021P00031  
SUNNY SIDE ESTATES 2 Doc #2023P00047  
JAH - J.A.Herring Survey Doc # 2022S016 & 2023S009  
Heart Land Estates Lot Split Doc #2020S026

- LEGEND:
- - 1/2" Bar Set with Cap No.1296
  - - 1/2" Bar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement dedicated this plat
  - CL - Centerline
  - SL - Section Line
  - BM - Benchmark
  - A - Arc Distance
  - R - Arc Radius
  - B - Chord Bearing
  - C - Chord Distance
  - C.A.E. - Cross Access Easement



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of October 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

# SUNNY SIDE ESTATES 2 REPLAT

A Cross Access Easement and Replat of Lot 2, SUNNY SIDE ESTATES 2, Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
STORK, ALLAN F & MARION SUE  
16678 EVANS ROAD  
BASEHOR, KS 66007  
PID NO. 182-09-0-00-169

RECORD DESCRIPTION:  
Lot 2, SUNNY SIDE ESTATES 2, a subdivision in Leavenworth County, Kansas.

**CERTIFICATION AND DEDICATION**  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: SUNNY SIDE ESTATES 2 REPLAT.

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

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

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

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1, Lot 2A, Lot 2B, and Lot 3 for the benefit of Lot 1, Lot 2A, Lot 2B, and Lot 3, along with Lots 1 through 4, SUNNY SIDE ESTATES. Maintenance as defined in the Home Owner's Association (H.O.A.), recorded at the Leavenworth County Register of Deeds Office Doc # 2023R

IN TESTIMONY WHEREOF,  
We, the undersigned owners of SUNNY SIDE ESTATES 2 REPLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Allan F. Stork  
Marion Sue Stork

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State came Allan F. Stork and Marion Sue Stork, a married couple, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

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

**APPROVALS**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of SUNNY SIDE ESTATES 2 REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Secretary: John Jacobson  
Chairman: Marcus Majure

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

County Engineer - Mitch Pleak

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of SUNNY SIDE ESTATES 2 REPLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman: Jeff Culbertson  
County Clerk: Janet Klasinski

**REGISTER OF DEED CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

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

**Reviewed 2024.12.04 No Comments**  
Daniel Baunichen, PS#1363  
County Surveyor



VICINITY MAP  
NOT TO SCALE

- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) All Lots only have access to Evans Road through the Cross Access Easement.
  - 5) Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement. Home Owner's Association to include both phases. Recorded in the Office of the Leavenworth County Register of Deed Doc #2023R
  - 6) Leavenworth County shall bear no responsibility for any maintenance and upkeep of the Cross Access Easement, drive, and drive appurtenances.
  - 7) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 8) Lot 1, SUNNY SIDE ESTATES 2, and Lots 2A & 2B, SUNNY SIDE ESTATES 2 REPLAT equally share the maintenance of the shared pond, unless otherwise agreed to or included in the Home Owner's Association.
  - 9) Emergency Overflow Spillway for ponds can not be impeded by a structure or driveway.
  - 10) Culvert designs for drives to Lot 2A and 2B, if any, to be provided with building permit application.

LOT 1 - PIONEER ACRES  
Approved by County - not recorded

**ZONING:**  
RR-2.5, Rural Residential, 2.5-Acre minimum size parcels - Current and proposed

- NOTES:**
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Error of Closure Calculations
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88  
Project Benchmark (BM) - NE COR SE 1/4 Section 9 - Elev - 932.27'
  - 10) Easements, if any, are created hereon or listed in referenced title commitment.
  - 11) Reference Recorded Deed Doc # 2023R01014
  - 12) Utility Companies -  
- Water - Suburban  
- Electric - Evergy  
- Sewer - Septic  
- Gas - Propane / Natural Gas
  - 13) Reference Continental Title File Number 23445915 updated June 12, 2023
  - 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0327G & 0350G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')
  - 16) Distances to and of structures, if any, are -- 11'
  - 17) Easements as per referenced Title Commitment are shown hereon, if any.  
Gas Line Easement Book 325 Page 321, Blanket over South 20 acres of Tract Existing Gas Line South of surveyed property.
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:  
WITT SUBDIVISION Survey Bk. 15 #92, 2005 NKA2005P00092  
HEART LAND ESTATES Doc #2011P00006  
SUNNY SIDE ESTATES Doc #2021P00031  
SUNNY SIDE ESTATES 2 Doc #2023P00047  
JAH - J.A.Herring Survey Doc # 2022S016 & 2023S009  
Heart Land Estates Lot Split Doc #2020S026

- LEGEND:**
- - 1/2" Bar Set with Cap No.1296
  - - 1/2" Bar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement dedicated this plat
  - CL - Centerline
  - SL - Section Line
  - BM - Benchmark
  - A - Arc Distance
  - R - Arc Radius
  - B - Chord Bearing
  - C - Chord Distance
  - C.A.E. - Cross Access Easement



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of October 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



Scale 1" = 100'

Job # K-24-1356  
October 16, 2024 Rev 12-2-24



## Schweitzer, Joshua

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**From:** McAfee, Joe  
**Sent:** Tuesday, December 3, 2024 4:01 PM  
**To:** Allison, Amy; Baumchen, Daniel  
**Cc:** Jacobson, John; Schweitzer, Joshua  
**Subject:** RE: Cases for the December PC Meeting

Amy,  
Comments below.

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**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Monday, December 2, 2024 9:26 AM  
**To:** McAfee, Joe <JMcafee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>  
**Cc:** Jacobson, John <JJacobson@leavenworthcounty.gov>; Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>  
**Subject:** Cases for the December PC Meeting

Joe and Dan,

Please let us know which cases are not ready for Public works:

- DEV-24-135 Lamb BLA Exception (Good)
- DEV-24-139 Sunny Side Replat (Can go with any remaining conditions from next review.)
- DEV-24-141 Lee Chiles 3<sup>rd</sup> Replat (Can go with any remaining conditions from next review.)
- DEV-24-142/143 Reno Estates Plat (Can go with any remaining conditions from next review.)
- DEV-24-145 Owens TS Exception (Good)

If there are any other cases you are tracking, let us know but this is the list we have as potential cases ready for the meeting.

Thanks!

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

### Disclaimer

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



November 5th, 2024

Joe Herring  
Herring Surveying Company  
315 N 5<sup>th</sup> Street  
Leavenworth, KS 66048

**Re: Sunny Side 2 Replat  
Basehor, KS**

Dear Joe:

At your request, Evergy is providing this acknowledgement that the above-mentioned property is within Evergy's service territory and, consequently, Evergy will serve the project consistent with its General Rules and Regulations. This correspondence is not a guarantee of service on any specific timeline. Changes, delays, or additions to the project's design, timeline, and installation may result in delays or additional equipment necessary to ensure service upon completion of the project. Additionally, Evergy is subject to the availability of distribution equipment and any supply chain disruptions may affect Evergy's ability to provide service.

All projects must conform to Evergy's Electrical Service Standards and service is dependent upon a timely application for electrical service and supporting information. Upon submission of updated project information, Evergy will work with you to provide information regarding our timeline for provision of service.

Sincerely,

Jordan Mesmer  
TD Designer  
Evergy  
913-667-5122

Attachment: Commercial Application



**FAIRMOUNT TOWNSHIP FIRE DEPARTMENT**  
**2624 N 155<sup>th</sup> St.**  
**BASEHOR, KS 66007**



November 13, 2024

Leavenworth County Planning and Zoning Department  
Leavenworth County Courthouse  
300 Walnut Suite 212  
Leavenworth, Kansas 66048

RE: Sunny Side Estates 2 Replat

To whom it may concern:

After reviewing the application and conducting an on-site survey for Sunny Side Estates 2 Replat, the Fairmount Township Fire Department has no issues with their plans. However, the Knox lock that was to be installed on the gate for the private road still has not been installed. This was addressed in an email from me on June 28, 2023. The email stated "In reference to Sunny Side Estates 2, the Fairmount Township Fire Department is requesting that there be a fire hydrant installed at the end of the road at the cul de sac. We would also like to address the gate installation on the private road. This gate should not have been allowed per 503.6 of the 2006 Fire Code. Our Fire Department uses the Knox Rapid Access System for emergency access to buildings and properties. I will not support this project going forward until the gate is either taken off or a Knox system is installed with our department Knox key for emergency access".

This letter serves to confirm that the Fairmount Township Fire Department will provide service as needed when called upon. If you have any further questions or require additional information, please feel free to contact us.

Sincerely,

Mike Lingenfelter, Fire Chief  
Fairmount Township Fire Department  
PO Box 136  
Basehor, KS 66007



November 5<sup>th</sup>, 2024

Leavenworth County Planning and Zoning Department  
Leavenworth County Courthouse  
300 Walnut Suite 212  
Leavenworth, Kansas 66048

RE:Sunny Side Estates 2 Replat

Suburban Water, Inc. (SWC) has received the proposed preliminary plat for Sunny Side Estates Replat Phase II, Leavenworth County, KS. Suburban has completed an initial review of the proposed development. SWC has existing infrastructure located along 167<sup>th</sup> Terrace and Evans Road. SWC will provide water service to the proposed development. System improvements necessary to provide service to the proposed development will be provided by SWC to the developer upon approval of the final plat approval by LVCO.

Sincerely,

*Travis J Miles*  
Travis J Miles

President

# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Sunny Side Estates  
**Date:** November 8, 2024

Krystal, I have reviewed the preliminary plat of the Sunny Side Estates Subdivision presented by Allan and Sue Stork. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along Evans Road, a hydrant to be placed between Lot 1 and Lot 2. A note of interest once this becomes a private road any Municipal Government cannot assist with Storm removal and other needs during a disaster since this will be considered private property. Emergency Services will continue to respond however in a disaster such as Bear Lake in 2019 the County will not be able to assist. Citizens that purchase property in this subdivision should be aware of this FEMA clause of private property. I have no further recommendation for this subdivision.

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

Note: Joshua from my original notes nothing to change.

Thanks  
Chuck

## Schweitzer, Joshua

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**From:** Anderson, Kyle  
**Sent:** Tuesday, November 19, 2024 9:52 AM  
**To:** Schweitzer, Joshua  
**Subject:** RE: DEV-24-139 Replat of Sunny Side Estates 2

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

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

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

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**From:** Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>  
**Sent:** Tuesday, November 5, 2024 2:03 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** DEV-24-139 Replat of Sunny Side Estates 2

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a RePlat of Sunny Side Estates 2, Lot 2 at 00000 167<sup>th</sup> Ter (182-09-0-00-00-169).

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 November 20, 2024.

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

v / r

Joshua J. Schweitzer  
Development Planner  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth County, Kansas 66048

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 75.00

**RETAIL**

No. \_\_\_\_\_



**51619**

**DEALER'S**

**LICENSE**

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Lakestop LLC to sell at retail

**CEREAL MALT BEVERAGES**

For sale in original and upopened containers and not for consumption on the premises.

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 15621 158th Street, Bonner Springs, Kansas 66012  
(Give exact location, with street number, if any.)

in the Township of Fairmount in Leavenworth County, Kansas,  
Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire December 31, 2025, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Leavenworth County, Kansas,

(SEAL) this \_\_\_\_\_ day of December, 2024

Attest: \_\_\_\_\_  
County Clerk Chairman

# Leavenworth County Request for Board Action

**Date:** December 23, 2024

**To:** Board of County Commissioners

**From:** Aaron Yoakam

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Approve Delta Innovative Service Inc. to replace the Courthouse roof phase 1 of the total project in the amount of \$612,000.00

**Recommendation:** Approve

**Analysis:** After having a pre bid meeting and having 12 potential bidders attend we received 1 bid from a contractor which was below the engineers estimate. We have worked with Treanor to review the bid and all terms of the bid packet released are met and we recommend to move forward with Delta.

**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:** \$612,000.00

**Additional Attachments:**

Delta bid  
Contract

Leavenworth County Courthouse Roof Replacement  
LEAVENWORTH COUNTY, KANSAS  
PROPOSAL FORM

Ladies and Gentlemen:

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

**Leavenworth County Courthouse Roof Replacement**  
**Courthouse Roof Replacement**  
**BID FORM**

**- Courthouse Roof Replacement**

ITEM	TOTAL COST
Flat Roof	\$ 460,000.00
Skylight	\$ 152,000.00
	<b>TOTAL</b>
Alternate 1 cost on 3rd page	<b>PROJECT</b>
Alternate 2 cost on 3rd page	<u>\$ 612,000.00</u>

November 26<sup>th</sup> 2024 at 10:30  
a.m.

Sealed bids must be received by:  
Please submit all sealed bids to:

Leavenworth County Clerk  
Leavenworth County Courthouse Roof  
Replacement  
300 Walnut, Suite 106  
Leavenworth, KS 66048

Company Name: Delta Innovative Services, Inc.

Name (Printed): Sabina R. Boyle

Date: November 26, 2024

Construction for **the Leavenworth County Roof Replacement** will be completed within 90 working days after date of notice to proceed.

1. In submitting this bid, the undersigned declares that he is the only person interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract, and that the bid is in all respects fair and without collision, fraud, or misrepresentation.
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The Contractor states that it is domiciled in the State of Kansas or if domiciled outside of the State of Kansas, its bid submitted for this improvement is in compliance with the requirements of Chapter 336, 1972 Kansas Session Laws. The Contractor agrees and understands that failure on its part to comply with said law voids the provisions of this agreement and the contract is null and void.
4.
  - a. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
  - b. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer".
  - c. If the Contractor fails to report to the Kansas Commission on Civil Rights in accordance with Section 15 of Chapter 194, 1972 Kansas Session Laws, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County.

The Contractor, shall include the provisions of subsections (a) through (c) inclusive in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vender.

5. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.

Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of 5% of the bid amount Dollars (\$ \_\_\_\_\_) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in Kansas City, KS this 26th day of November, 2024.

Signature of Bidder:



Contractor

By: Sabina R. Boyle

President

Title

4141 Fairbanks Ave., Kansas City, KS 66106  
Address of Contractor

913-371-7100

Telephone Number

Alternate # 1 - TPO \$ no change

Alternate # 2 - 2 year contractor warranty \$ no change

Excluded:

1. 024119-3.3.1 C - engineering services. No engineering services are provided as part of our bid.
2. 024119-3, 3.2, A - Temporary shoring.

Qualifications:

1. Base bid price is based on GAF specification I-0-2-20-30FRCA and does not meet specification section 075216. The GAF assembly form is attached.
2. Alternate 1 price is based on GAF specification T-FA-T-I-60 and does not meet specification section 075423. The GAF assembly form is attached.
3. We acknowledge receipt of addendum 1 & 2.
4. Contractor maintenance bond will only be provided for the first two (2) years of the contractor warranty period.



**Leavenworth County Courthouse, Leavenworth, KS**  
SPECIFICATION: I022030FRCA

COMPONENT	TYPE	REQUIRED	ATTACHMENT	RATE OF APPLICATION
DECK	Structural Concrete	Suitable Thickness	Per Code	N/A
PRIMER	Matrix™ 307 Premium Asphalt Primer ASTM D-41	1 coat	Brush or Roller	1 gallon per 100 sq. ft. (0.41 L/m <sup>2</sup> )
INSULATION 1	EnergyGuard™ Polyiso Insulation, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 1.5", 4' x 4' LTRR: 8.6	1 layer	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.75"- 1" ribbons 12" o.c. Perimeter: 0.75"- 1" ribbons 6" o.c. Corners: 0.75"- 1" ribbons 4" o.c. *Adhesion test is required.
INSULATION 2	EnergyGuard™ Tapered Polyiso Insulation, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 4' x 4'	Tapered, per plans - see note below	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.75"- 1" ribbons 12" o.c. Perimeter: 0.75"- 1" ribbons 6" o.c. Corners: 0.75"- 1" ribbons 4" o.c.
INSULATION 3	Securock® Gypsum Fiber Roof Board, 1800 psi ASTM C1278 Size: 1/2", 4' x 8' LTRR: 0.5  Total LTRR: 9.1	1 layer	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.75"- 1" ribbons 12" o.c. Perimeter: 0.75"- 1" ribbons 6" o.c. Corners: 0.75"- 1" ribbons 4" o.c.
INTERPLY 1	Ruberoid® 20 Smooth ASTM D6163, Type I, Grade S	1 ply	Adhered with: Matrix™ 101 Premium SBS Membrane Adhesive	1.5 –2.0 gallons per 100 sq. ft.
SURFACE MEMBRANE	Ruberoid® 30 Granule FR ASTM D6163, Type I, Grade G	1 ply	Adhered with: Matrix™ 101 Premium SBS Membrane Adhesive	1.5 –2.0 gallons per 100 sq. ft.
FLASHING 2X20M	Ruberoid® 20 Smooth ASTM D6163, Type I, Grade S	1 ply	Adhered with: Matrix™ 101 Premium SBS Membrane Adhesive	1.5 –2.0 gallons per 100 sq. ft.
	Ruberoid® Mop Granule ASTM D6164, Type I, Grade G	1 ply	Adhered with: Matrix™ 101 Premium SBS Membrane Adhesive	1.5 –2.0 gallons per 100 sq. ft.
GUARANTEE	Ruberoid®/GAFGLAS® Diamond Pledge™ NDL Roof Guarantee	20 year		Guarantee fee applicable

**Applicable Codes and Testing Information**

Agency	VALUE	REPORT #	PAGE #	SYSTEM #
FM	NC/A fire rating up to 0.5" slope, a Very Severe Hail Rating and 240 psf	460957-460956-0		

All GAF® accessories shall be used where applicable. GAF® Perimeter Edge Metal shall be used where conditions exist. This system shall be installed by a GAF GoldElite™ Commercial Contractor or GAF PlatinumElite™ Commercial Contractor.

The above listed roofing system is based on GAF guarantee requirements and is not intended to modify, negate or alter any requirements specified by the design professional, local building codes, or others.

Each roof has unique requirements. This specification is a graphic representation of products and their installation. To properly assess specific roofing needs, code compliance, system configurations and warranty eligibility, contact Contractor Services. Note: Your Field Services or Technical Services Managers are the only employees who can approve any deviation from GAF's published specification manual(s). Always review the appropriate Application & Specification Manual before commencing this project, as the Manual may contain information that is important for a successful installation.

This Cut Spec specification shall not waive, supersede or alter the requirements and recommendations found in the most current Application & Specification Manual(s) referenced above, printed technical bulletins or specific correspondence drafted for this project by Field Services or Technical Services Manager.

The above listed roofing system is based on GAF guarantee requirements and is not intended to modify, negate or alter any requirements specified by the design professional, local building codes, or others.

Design Services [designservices@gaf.com](mailto:designservices@gaf.com) 1-877-423-7663 Option 4, Option 3

verage R-value for tapered insulation system varies, and total R-value listed above does not include tapered insulation. See tapered plans for minimum thickness required an average R-value for this project.



**Leavenworth County Courthouse, Leavenworth, KS**  
SPECIFICATION: TFATI60

COMPONENT	TYPE	REQUIRED	ATTACHMENT	RATE OF APPLICATION
DECK	Structural Concrete	Suitable Thickness	Per Code	N/A
INSULATION 1	EnergyGuard™ Polyiso Insulation, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 1.5", 4' x 4' LTTR: 8.6	1 layer	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.5" ribbons 12" o.c. Perimeter: 0.5" ribbons 6" o.c. Corners: 0.5" ribbons 4" o.c. *Adhesion test is required.
INSULATION 2	EnergyGuard™ Tapered Polyiso Insulation, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 4' x 4'	Tapered, per plans - see note below	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.5" ribbons 12" o.c. Perimeter: 0.5" ribbons 6" o.c. Corners: 0.5" ribbons 4" o.c.
INSULATION 3	Dens Deck® StormX™ Prime Roof Board, 900 psi ASTM C1177 Size: 5/8", 4' x 8' LTTR: 0.67  Total LTTR: 9.3	1 layer	Adhered with: OlyBond500® Insulation Adhesive Equipment-Free Canister System	Field: 0.5" ribbons 12" o.c. Perimeter: 0.5" ribbons 6" o.c. Corners: 0.5" ribbons 4" o.c.
SINGLE PLY MEMBRANE	EverGuard® TPO 60 mil White ASTM D6878 Size: 10ft SRI: 94	1 ply	EverGuard® TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. Coverage rates may vary depending on the porosity of the substrate.
FLASHING MEMBRANE	EverGuard® TPO 60 mil White ASTM D6878 SRI: 94	1 ply	EverGuard® TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. A layer of HD Iso, Dens Deck Prime or Securock Gypsum Fiber may be attached to the wall prior to installing flashing membrane if required.
GUARANTEE	EverGuard® Diamond Pledge™ NDL Roof Guarantee	20 year		Guarantee fee applicable

**Applicable Codes and Testing Information**

Agency	VALUE	REPORT #	PAGE #	SYSTEM #
FM	NC/A fire rating up to 0.5" slope, a Very Severe Hail Rating and 270 psf	493430-0-0		

*Requirements above are subject to change. Always review the appropriate Application & Specification Manual to confirm that the requirements provided above are current, and to obtain additional information that is important for a successful installation. This Cut Spec specification shall not waive, supersede or alter the requirements and recommendations found in the most current Application & Specification Manual(s), printed technical bulletins or specific correspondence drafted for this project by Field Services, Design Services, or Technical Services Manager. Application & Specification Manuals and specimen copies of guarantee/warranty documents are available at [www.gaf.com](http://www.gaf.com). Note: Your Field Services or Technical Services Managers are the only employees who can approve any deviation from GAF's published specification manual(s).*

*Each roof has unique requirements. This specification is a representation of products and their installation. To properly assess specific roofing needs, code compliance, system configurations, and warranty eligibility, contact Design Services. The above listed roofing system is based on GAF guarantee requirements and is not intended to modify, negate or alter any requirements specified by the design professional or others. Fastener pullout testing should be performed to ensure acceptable attachment into substrate. Adhesion testing is required prior to guarantee registration to ensure foam adhesive will bond to a given substrate. Any wet or damaged existing decking must be removed and replaced prior to re-roofing.*

*This system shall be installed by a GAF GoldElite™ Commercial Contractor or GAF PlatinumElite™ Commercial Contractor.*

*All GAF and EverGuard® accessories shall be used where applicable.*

*Average R-value for tapered insulation system varies, and total R-value listed above does not include tapered insulation. See tapered plans for minimum thickness required and average R-value for this project.*



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Delta Innovative Services, Inc.

4141 Fairbanks Ave.

Kansas City, KS 66106

**OWNER:**

(Name, legal status and address)

County of Leavenworth

County Clerk Courthouse, 300 Walnut

Leavenworth, KS 66048

**BOND AMOUNT:** Five Percent of Total Amount Bid (5%)

**SURETY:**

(Name, legal status and principal place of business)

United Fire & Casualty Company

PO Box 73909

Cedar Rapids, IA 52407 3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

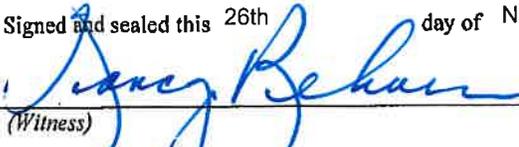
Leavenworth County Courthouse Roof Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of November 2024

  
(Witness)

  
(Witness) Shawn Byrne

Delta Innovative Services, Inc.

(Principal)

(Title)

United Fire & Casualty Company

(Surety)

(Title) Vickie J. Nickel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in BOLD. An original unaltered text changes will not be observed.

Int.

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081110



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

VICKIE J. NICKEL, LISA A. SUMMERS, SHAWN BYRNE, DAVID H. PARKHURST, REBECCA ANN LILLEY, KERRY A. SHERROD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By:   
 Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 26th day of November, 2024.



By:   
 Assistant Secretary,  
 UF&C & UF&I & FPIC



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 17 day of December in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Leavenworth County  
300 Walnut Street  
Leavenworth KS 66048

and the Contractor:  
*(Name, legal status, address and other information)*

Delta Innovative Services, Inc.  
4141 Fairbanks Ave.  
Kansas City, KS 66106

for the following Project:  
*(Name, location and detailed description)*

Leavenworth County Courthouse Roof Replacement  
Leavenworth County Courthouse  
300 Walnut Street  
Leavenworth KS 66048

The Architect:  
*(Name, legal status, address and other information)*

Treanor, Inc.  
1040 Vermont Street  
Lawrence KS 66044

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

/

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: 45 days after the agreed date of project commencement.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Twelve Thousand Dollars (\$ 612,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 TPO – not taken	Zero Dollars (\$0)
Alternate #2 decreased contractor warranty – not taken	Zero Dollars (\$0)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
NA	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be assessed against Contractor, at a rate of \$ 500/day for each and every calendar day the work remains incomplete over the specified completion date.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty five ( 25 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with Owner Modified AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of Owner Modified AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of Owner Modified AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document Owner Modified A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document Owner Modified A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

1.5 % per month

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of Owner Modified AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of Owner Modified AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

Init.

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User Notes:

(861156941)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Owner Modified AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of Owner Modified AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.*)

Owner Modified

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of Owner Modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
(*Name, address, email address, and other information*)

Aaron Yoakum  
300 Walnut Street  
Leavenworth, KS 66048  
ayoakum@leavenworthcounty.gov

§ 8.3 The Contractor’s representative:  
(*Name, address, email address, and other information*)

Hans C. Stutz |  
[4141 Fairbanks Ave.](mailto:hstutz@deltaservices.com)  
Kansas City, KS 66106  
[hstutz@deltaservices.com](mailto:hstutz@deltaservices.com)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, Owner Modified General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

NA

- .5 Drawings

Title	Date
Leavenworth County Courthouse Reroofing Construction Document	October 18, 2024

- .6 Specifications

Title	Date	Pages
Leavenworth County Courthouse Roof Replacement, Issued for Bid Project Manual	October 25, 2024	200

- .7 Addenda, if any:

Number	Date	Pages
1	November 12, 2024	45
2	November 18, 2024	1
3	December 16, 2024	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  
(Paragraphs deleted)

NA ]

(Table deleted)

(Paragraphs deleted).9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders,*

sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

NA

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Jeff Culbertson Chairman  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:50 ET on 12/17/2024.

## PAGE 1

**AGREEMENT** made as of the 17 day of December in the year 2024

...

*(Name, legal status, address and other information)*

Leavenworth County  
300 Walnut Street  
Leavenworth KS 66048

...

Delta Innovative Services, Inc.  
4141 Fairbanks Ave.  
Kansas City, KS 66106

...

Leavenworth County Courthouse Roof Replacement  
Leavenworth County Courthouse  
300 Walnut Street  
Leavenworth KS 66048

...

*(Name, legal status, address and other information)*

Treanor, Inc.  
1040 Vermont Street  
Lawrence KS 66044

## PAGE 2

The Contract Documents consist of this Agreement, the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

[  ] A date set forth in a notice to proceed issued by the Owner.  
PAGE 3

[  ] By the following date: 45 days after the agreed date of project commencement.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
...	

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Twelve Thousand Dollars (\$ 612,000.00), subject to additions and deductions as provided in the Contract Documents.

...		
	<u>Alternate #1 TPO – not taken</u>	<u>Zero Dollars (\$0)</u>
	<u>Alternate #2 decreased contractor warranty – not taken</u>	<u>Zero Dollars (\$0)</u>
...		
	<u>NA</u>	
...		
	<u>NA</u>	
...		
	<u>NA</u>	
...		

Liquidated damages shall be assessed against Contractor, at a rate of \$ 500/day for each and every calendar day the work remains incomplete over the specified completion date.

...

NA  
PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty five ( 25 ) days after the Architect receives the Application for Payment.

...

§ 5.1.6 In accordance with Owner Modified AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of Owner Modified AIA Document A201–2017;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of Owner Modified AIA Document A201–2017; and

...

10%  
PAGE 5

NA

...

NA

...

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document Owner Modified A201–2017.

...

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document Owner Modified A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

...

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for ~~Payment~~, or as follows:

Payment.

...

1.5 % per month

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of Owner Modified AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of Owner Modified AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

**PAGE 6**

[  ] Litigation in a court of competent jurisdiction

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Owner Modified AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of Owner Modified AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

...

Owner Modified

...

§ 8.1 Where reference is made in this Agreement to a provision of Owner Modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

Aaron Yoakum  
300 Walnut Street  
Leavenworth, KS 66048  
[ayoakum@leavenworthcounty.gov](mailto:ayoakum@leavenworthcounty.gov)

...

Hans C. Stutz  
4141 Fairbanks Ave.  
Kansas City, KS 66106

**PAGE 7**

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

NA

...

.3 AIA Document A201™–2017, Owner Modified General Conditions of the Contract for Construction

...

NA

...

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

<b>Title</b>	<b>Date</b>
<u>Leavenworth County Courthouse Reroofing Construction Document</u>	<u>October 18, 2024</u>

...

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>Leavenworth County Courthouse Roof Replacement, Issued for Bid Project Manual</u>	<u>October 25, 2024</u>	<u>200</u>

...

<u>1</u>	<u>November 12, 2024</u>	<u>45</u>
<u>2</u>	<u>November 18, 2024</u>	<u>1</u>
<u>3</u>	<u>December 16, 2024</u>	<u>6</u>

...

[ ] — AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204–2017 incorporated into this Agreement.)*

\_\_\_\_\_

[ ] — The Sustainability Plan:

NA ]

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

[ ] — Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
-----------------	--------------	-------------	--------------

.9 Other documents, if any, listed below:

**PAGE 8**

NA

...

Jeff Culbertson Chairman

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:46:50 ET on 12/17/2024 under Order No. 4104251311 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# Leavenworth County Request for Board Action

**Date:** December 19, 2024

**To:** Board of County Commissioners

**From:** Misty Brown, County Counselor

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Consideration of the Resolution authorizing the County to enter into an agreement with the City of Lansing for the provision of fire protection services in Fire District No. 1 beginning January 1, 2025.

**Recommendation:** Approval of the Resolution.

**Analysis:** On December 18, 2024, the Board of County Commissioners directed staff to negotiate an agreement with the City of Lansing for the provision of fire protection services to Fire District No. 1. It was understood that the Board required a short-term agreement with the City that would begin on January 1, 2025, and an Agreement has been reached for the provision of fire protection services within the of boundaries of Fire District No. 1 after December 31, 2024. In order to enter into that agreement, the attached Resolution directing the Chair to sign the agreement on behalf of the Board of County Commissioners must be adopted. The attached Resolution and the Agreement would become effective on January 1, 2025 after the Resolutions passage and approval.

**Alternatives:** Table

**Budgetary Impact:**

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

**Total Amount Requested:** Incidental publication costs

**Additional Attachments:**

Resolution  
Agreement

RESOLUTION NO. 2024-31

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, AS THE FUTURE GOVERNING BODY OF FIRE DISTRICT NO. 1 AND THE CITY OF LANSING, KANSAS FOR THE PROVISION OF FIRE PROTECTION SERVICES TO FIRE DISTRICT NO. 1.**

**WHEREAS**, Fire District No. 1 was formed in 2003 by the County under K.S.A. 19-3601 *et. seq.*, the Fire Protection Act; and

**WHEREAS**, the First District is comprised of the City of Lansing, Delaware Township, and High Prairie Township (“parties”); and

**WHEREAS**, the County and the parties all entered into an Interlocal Agreement under K.S.A. 12-2901, *et seq.*, the Interlocal Cooperation Act; and

**WHEREAS**, the County delegated all of the governing powers of Fire District No. 1 to a board of trustees in the Interlocal Agreement under K.S.A. 12-3612a; and the Interlocal Agreement set forth the terms and conditions governing the joint operation and management of the Fire District; and

**WHEREAS**, the Interlocal Agreement was terminated and ends on December 31, 2024; and

**WHEREAS**, the County shall be and constitutes the governing body of Fire District No. 1 under K.S.A. 19-3601 on January 1, 2025; and

**WHEREAS**, the County is committed to providing adequate fire-fighting resources using a fiscally responsible approach that meets the needs of the citizens of Fire District No. 1; and

**WHEREAS**, the County has arrived at a new arrangement for the provision of fire protection services within the of boundaries of Fire District No. 1 after December 31, 2024; and

**WHEREAS**, K.S.A. 12-2908, entitled Contracts between Municipalities specifically authorizes the parties to cooperate in public functions; and

**WHEREAS**, K.S.A. 19-3608, entitled Agreements with cities or townships for fire protection services, specifically authorizes the parties to enter into agreement for fire protection services; and

**WHEREAS**, Lansing is willing and able to provide fire protection services within the geographic boundaries of Fire District No. 1 and provide for the use, operation, care and maintenance of any fire apparatus or equipment, if any, belonging to the Fire District; and

**WHEREAS**, the County as the future governing body of Fire District No. 1 has determined that it is in the public interest to establish a one (1) year plan for fire protection services within Fire District No. 1 to begin on January 1, 2025.

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

1. That the Chair of the Board of County Commissioners of Leavenworth County, Kansas is hereby authorized and directed to execute in the name of the County the attached Agreement between the County, as the future governing body of Fire District No. 1, and the City of Lansing for the provision of fire protection services to Fire District No. 1.
2. That the County Administrator and other County staff are directed to take any action required and to execute any instruments necessary to satisfy the intent of this Resolution.
3. That this Resolution and the Agreement shall take effect and be in full force January 1, 2025 and after the Resolutions passage and approval.

ADOPTED the 23<sup>rd</sup> day of December, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF LEAVENWORTH COUNTY, KANSAS

---

JEFF CULBERTSON, CHAIR

---

VICKY KAAZ, MEMBER

---

MIKE SMITH, MEMBER

---

DOUG SMITH, MEMBER

---

MIKE STIEBEN, MEMBER

ATTEST:

---

JANET KLASINSKI, CLERK

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
LEAVENWORTH COUNTY, KANSAS AS THE GOVERNING BODY OF FIRE  
DISTRICT NO. 1 AND THE CITY OF LANSING, KANSAS FOR THE PROVISION OF  
FIRE PROTECTION SERVICES TO FIRE DISTRICT NO. 1.**

THIS AGREEMENT (“Agreement”) is made and entered into on the \_\_\_\_\_ day of December, \_\_\_\_\_ 2024 between the Board of County Commissioners of Leavenworth County, Kansas (“County”) as the governing body of Fire District No. 1 and the City of Lansing, Kansas (“Lansing”).

WHEREAS, Fire District No. 1 was formed in 2003 by the County under K.S.A. 19-3601 *et. seq.*, the Fire Protection Act; and

WHEREAS, the First District is comprised of the City of Lansing, Delaware Township, and High Prairie Township (“parties”); and

WHEREAS, the County and the parties all entered into an Interlocal Agreement under K.S.A. 12-2901, *et seq.*, the Interlocal Cooperation Act; and

WHEREAS, the County delegated all of the governing powers of Fire District No. 1 to a board of trustees in the Interlocal Agreement under K.S.A. 12-3612a; and the Interlocal Agreement set forth the terms and conditions governing the joint operation and management of the Fire District; and

WHEREAS, the Interlocal Agreement was terminated and ends on December 31, 2024; and

WHEREAS, the County shall be and constitutes the governing body of Fire District No. 1 under K.S.A. 19-3601 on January 1, 2025; and

WHEREAS, the County needs to arrive at a new arrangement for the provision of fire protection services within the of boundaries of Fire District No. 1 after December 31, 2024; and

WHEREAS, K.S.A. 12-2908, entitled Contracts between Municipalities specifically authorizes the parties to cooperate in public functions; and

WHEREAS, K.S.A. 19-3608, entitled Agreements with cities or townships for fire protection services, specifically authorizes the parties to enter into agreement for fire protection services; and

WHEREAS, governmental services may be provided with greater efficiency if certain service are provided jointly through cooperative efforts; and

WHEREAS, Lansing is willing and able to provide fire protection services within the geographic boundaries of Fire District No. 1 and provide for the use, operation, care and maintenance of any fire apparatus or equipment, if any, belonging to the Fire District; and

WHEREAS, the Fire District has determined that it is in the public interest to establish a one (1) year plan for fire protection services within Fire District No. 1.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contains, the parties AGREE as follows:

1. **PURPOSE AND EFFECT.** The parties hereto enter into this Agreement for the purpose of formalizing the parties' agreement to promote and protect the public safety and welfare by authorizing Lansing to provide fire protection services within the boundaries of fire District No. 1 and provide for the use, operation, care and maintenance of any fire apparatus or equipment, if any, belonging to the Fire District.
2. **TERM.** This Agreement shall remain in full force and effect for a term of one (1) year, beginning January 1, 2025 and terminating December 31, 2025.
3. **FIRE PROTECTION SERVICES.** Beginning January 1, 2025, Lansing will provide fire protection services within the geographic boundaries of Fire District No. 1 for a one (1) year period or until any of the respective jurisdictions are no longer a part of Fire District No. 1, whichever occurs first, in exchange for nine (9) mills (ad valorem taxes) per year. The City has budgeted 1.395 million dollars for fire protection services in 2025.
4. **DELIVERABLES.** The Agreement deliverable and performance standards are shown in the addendum at Exhibit 1. A Lansing representative shall meet one time a year with the County to review contract performance, assess and modify the metrics used evaluate Lansing's performance and recommend modifications to such metrics as may seem appropriate to the County. Lansing shall prepare an update for the County outlining standards of performance, including readiness, response time, service effectiveness, and public safety. Each category shall be graded on the levels of readiness by Fully Mission Capable (FMC), Mission Capable (MC), Not Mission Capable (NMC). This addendum is included in the appendix of this Agreement.
5. **PAYMENT.** Lansing and the County agree that the payment reflected in Section 3 of this Agreement may be renegotiated, at the discretion of either party, if the agreement extends past December 31, 2025.
6. **JOINT COOPERATION.** The County and Lansing agree and covenant to cooperate and assist each other in order that both may better serve their respective constituents and customers.

7. **PLACING AGREEMENT IN FORCE.** The attorneys for the County and Lansing shall cause the Agreement to be executed by the County and Lansing and submitted before the governing bodies of each for approval. Each party shall receive a duly executed copy of this Agreement for their official records
8. **GOVERNING LAW.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
9. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
10. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
11. **CASH BASIS LAW.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County or Lansing. This Agreement shall be construed and interpreted so as to ensure that both entities shall at all times stay in conformity with such laws and, as a condition of this Agreement, both parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law.
12. **TERMINATION.** Either party may terminate this agreement in whole or in part, for cause or convenience upon seven (7) months written notice to the other party. However, the parties may mutually agree to a shorter notice period to accommodate specific budgetary requirements of either party. The terminating party shall give written notice of the termination and the reasons therefore to the other party specifying the part of the agreement terminated and when termination becomes effective.
13. **INDEMNIFICATION.** To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, Lansing shall at all time save and hold harmless the County from all liability, costs, damages, and expenses of any kind of which the County may become liable to any person, firm, or corporation by reason of any claim or damages associated with providing or failing to provide fire protection services within Fire District No. 1. To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, the County shall at all time save and hold harmless Lansing from all liability, costs, damages, and expenses of any kind of which Lansing may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by any wrongful act or omission on the part of the County, its employees, or officials.

14. MISCELLANEOUS. Nothing in Agreement shall be construed to authorize third parties to seek recovery as third-party beneficiaries of this Agreement or in any other capacity. Notwithstanding any other provision of this Agreement, the County and Lansing reserve any and all rights under law or equity available to the County and Lansing.
15. ASSIGNMENT. The parties shall not assign this Agreement to a third party without the other party's prior written consent.
16. COMPLIANCE WITH FUTURE LAWS. This Agreement is made subject to any and all State statutes now in effect, or that may hereafter take effect, that relate to and affect the subject matter of this Agreement, during the time the same is in effect.
17. SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
18. AUTHORITY TO CONTRACT. Each of the person executing this Agreement, on behalf of their respective parties, represents and warrants that said person has authority to bind the party on behalf of who said person has executed this Agreement, and that all acts required and necessary for authorization to enter into and to execute this Agreement have been completed.

Adopted this \_\_\_\_ day of December, 2024  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Jeff Culbertson, Chairman

Attest:

\_\_\_\_\_  
Janet Klasinski, Leavenworth County Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
David Van Parys, Senior County Counselor

CITY OF LANSING KANSAS

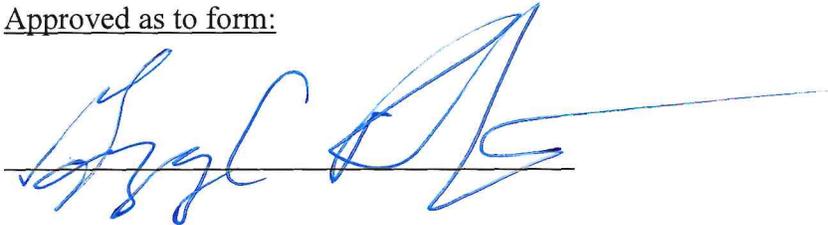
By:   
Tony McNeill, Mayor

Attest:

  
Tish Sims, City Clerk



Approved as to form:



# Exhibit # 1

## Contract Deliverables and Performance Standards

### 1. General.

a. Fire departments are an essential component in ensuring community safety. In addition to the obvious duty of responding to fires, fire departments are often the first responders at any type of emergency; they also play a central role in fire and accident prevention and safety.

b. The implementation of valid performance measures and tracking those measures consistently over time is an essential component of effective and efficient fire service operations. These metrics also provide fire departments with the data needed to show real results, identify areas where improvement is needed and validate departmental requirements for personnel, equipment and training. Clear and consistent performance metrics coupled with accurate and timely measurement are a significant enabler in identifying these requirements, justifying budget requests and informing policy and service changes.

c. The base contract must contain a Deliverables section and define the geographic area of coverage. In addition, reference will be made to an addendum to the contract as outlined in paragraphs 2 and 3 below. Lansing will track approved performance metrics and display them in a 'dashboard' format on the Fire Departmental website which will be available to both the governing bodies of the signatories and to the general public.

**2. Purpose.** The referenced addendum provides a performance baseline for the provision of fire and emergency services for the City of Lansing Fire Department (“department”) and other governmental entities contracting for provision of those services. It is anticipated that these metrics will be regularly reviewed in detail and amended, as needed, to assure continued accuracy and relevance as standards of performance for the department. Thus, it is incorporated in the contract statement of work by reference and may be periodically amended by agreement of the signatories, without the necessity of renegotiation of the base contract.

### 3. Standards of Performance.

a. Readiness. The Lansing Fire Chief will report overall readiness of the department to execute its mission to the governing bodies of the contract signatories on an annual basis. This report will summarize the mission capable rate of the department as an aggregate rate over the total number of days in the reporting period in three categories of performance: personnel/manning; training and equipment. Readiness reporting is comprised of three levels of readiness: fully mission capable (FMC), mission capable (MC) and not mission capable (NMC); these ratings are applicable to each of the three performance categories.

(1) Personnel/manning.

(a) FMC: the department is manned at 90%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis using fully certified and trained firefighters without resorting to overtime;

(b) MC: the department is manned at 75%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis with fully certified and trained firefighters only through the use of overtime;

(c) NMC: the department is manned at < 75% of authorized spaces and is not capable of manning continuous operations of a 24/7 basis, even with the use of overtime

## (2) Training.

(a) FMC: the department is fully trained to execute all mission essential tasks, to include water rescue, HAZMAT response, residential and woodland/brush firefighting, vehicle extraction and fire safety inspections/public safety education without resorting to overtime.

(b) MC: the department has sufficient qualified personnel available to execute all mission essential tasks (above) but must resort to overtime to complete the mission

(c) NMC: the departments training program does not enable the execution of all mission essential tasks until additional trained personnel are available.

## (3) Equipment.

(a) FMC: all of the department's assigned equipment is operationally ready to perform its role 90%+ of the time during the reporting period.

(b) MC: some of the department's assigned equipment is not operationally ready either due to (either scheduled or unscheduled) maintenance issues (NORM) or waiting repair parts to complete maintenance (NORS). The operationally ready rate for the reporting period is 75%+.

(c) NMC: the operationally ready rate for the department's assigned equipment is less than 75%.

Mutual/Automatic Aid Agreements. When the department is less than fully mission capable in any performance metric, a mutual/automatic aid agreement with another department may be considered in augmenting the mission capable status of the department.

## b. Response Time.

(1) Call-to-dispatch. Time required for a mission capable piece of equipment leaves the station.

(2) Call-to-arrival. Elapsed time from dispatch to arrival- can serve to identify need for additional stations/manning in areas away from the base station. As noted above, mutual/automatic aid agreements may augment the department's performance.

(3) Chute Time. When a piece of equipment takes 2 minutes or longer from initial notification to begin movement to the location of the incident, time in excess of the 2-minute threshold will be logged as 'chute' time.

c. Service effectiveness.

(1) For each reporting period, the department chief will report the incident count by service area by class of incident (commercial, residential, woodland/prairie, water, etc.).

(2) Based upon insurance adjuster reports, the department chief will report the loss by incident for fire losses as a percentage of insured value and the total loss count for the reporting period.

d. Fire prevention/public safety. Such activities carried out by Lansing department personnel will be logged, issues and trends identified, man-hours expended will be logged and appropriate lesson plans and training materials will be posted to the departmental website for review and reference.

(1) Inspections: initial/follow-up; code certification/compliance.

(2) Special event planning/review.

(3) Complaints/investigations.

(4) Community education.

**4. Recommendations.** The memorandum is prepared for information, review and comment by the governing bodies of the signatories. As noted above, if implemented, the addendum shall be subject to frequent review and revision on a schedule deemed appropriate by the parties to the contract.

# Leavenworth County Request for Board Action

**Date:** December 19, 2024

**To:** Board of County Commissioners

**From:** Misty Brown, County Counselor

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Consideration of the Funding Agreement between the County and Delaware Township for the provision of fire protection services in Delaware Township by Fire District No. 1 in 2025.

**Recommendation:** Approval of the Agreement with Delaware Township.

**Analysis:**

- On December 18, 2024, the Board of County Commissioners directed staff to negotiate an agreement with the City of Lansing for the provision of fire protection services to Fire District No. 1.
- Delaware Township (hereinafter “Delaware”) is part of Fire District No. 1.
- It is understood that Fire District No. 1 levied no mills for fire protection services in 2025.
- Delaware entered into a Contract Governing the Provision of Fire Services by the City of Lansing to Delaware Township in Leavenworth County, Kansas on October 24, 2024.
- Delaware is willing to provide for the funding of fire protection services within its geographic boundaries to avoid the possibility of double taxation of its citizens.
- The attached Agreement between Delaware and the County formalizes the parties’ agreement to promote and protect the public safety and welfare by authorizing Delaware to fund fire protection services within its boundaries via Delaware’s contract with Lansing.

**Alternatives:** Table or 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:**

**Additional Attachments:**

Agreement

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
LEAVENWORTH COUNTY, KANSAS AS THE GOVERNING BODY OF FIRE  
DISTRICT NO. 1 AND DELAWARE TOWNSHIP, KANSAS FOR THE FUNDING OF  
FIRE PROTECTION SERVICES IN THE AREA DELAWARE TOWNSHIP.**

THIS AGREEMENT (“Agreement”) is made and entered into on the \_\_\_\_\_ day of December, \_\_\_\_\_ 2024 between the Board of County Commissioners of Leavenworth County, Kansas (“County”) as the governing body of Fire District No. 1 and Delaware Township, Kansas (“Delaware”).

WHEREAS, Fire District No. 1 was formed in 2003 by the County under K.S.A. 19-3601 *et. seq.*, the Fire Protection Act; and

WHEREAS, the First District is comprised of the City of Lansing, Delaware Township, and High Prairie Township (“parties”); and

WHEREAS, the County and the parties all entered into an Interlocal Agreement under K.S.A. 12-2901, *et seq.*, the Interlocal Cooperation Act; and

WHEREAS, the County delegated all of the governing powers of Fire District No. 1 to a board of trustees in the Interlocal Agreement under K.S.A. 12-3612a; and the Interlocal Agreement set forth the terms and conditions governing the joint operation and management of the Fire District; and

WHEREAS, the Interlocal Agreement was terminated and ends on December 31, 2024; and

WHEREAS, the County shall be and constitutes the governing body of Fire District No. 1 under K.S.A. 19-3601 on January 1, 2025; and

WHEREAS, the County needs to arrive at a new arrangement for the provision of fire protection services within the of boundaries of Fire District No. 1 after December 31, 2024; and

WHEREAS, K.S.A. 12-2908, entitled Contracts between Municipalities specifically authorizes the parties to cooperate in public functions; and

WHEREAS, governmental services may be provided with greater efficiency if certain service are provided jointly through cooperative efforts; and

WHEREAS, the County has contracted with the City of Lansing, Kansas to provide fire protection services within Fire District No. 1’s geographic boundaries which includes Delaware Township and to provide for the use, operation, care and maintenance of any fire apparatus or equipment belonging to Delaware Township; and

WHEREAS, the Fire District has determined that it is in the public interest to establish a one (1) year plan for fire protection services within Fire District No. 1; and .

WHEREAS, Delaware is willing and able to provide for the funding of fire protection services within the geographic boundaries of Delaware Township via a Contract Governing the Provision of Fire Services by the City of Lansing to Delaware Township in Leavenworth County, Kansas dated October 24, 2024 (hereinafter “Contract”) to avoid possible double taxation of its citizens.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contains, the parties AGREE as follows:

1. **PURPOSE AND EFFECT.** The parties hereto enter into this Agreement for the purpose of formalizing the parties’ agreement to promote and protect the public safety and welfare by authorizing Delaware to provide funding for fire protection services within its boundaries and provide for the use, operation, care and maintenance of any fire apparatus or equipment, belonging to Delaware Township.
2. **TERM.** This Agreement shall remain in full force and effect for a term of one (1) year, beginning January 1, 2025 and terminating December 31, 2025 or when Delaware is no longer part of Fire District No. 1, whichever occurs first.
3. **FIRE PROTECTION SERVICES.** Delaware will provide or cause to be provide funding for fire protection services within its geographic boundaries for a one (1) year period or until Delaware is no longer part of Fire District No. 1, whichever occurs first., beginning January 1, 2025 for a sum nine mills (ad valorem taxes) per year as set out in the Contract. In addition, Delaware will control Delaware owned fire-fighting stations and equipment but may permit/assign operational control to the Lansing Fire Chief to pre-position/augment the Delaware station with Lansing equipment and staff personnel as set out in the Contract. Any equipment under the operational control of the Lansing Fire Chief will be maintained by the Lansing Fire Department.
4. **DELIVERABLES.** The Agreement deliverable and performance standards that Delaware shall fund or cause to be funded are shown in the addendum at Exhibit 1. A Delaware representative shall meet one time a year with the County to review contract performance, assess and modify the metrics used evaluate Delaware’s or their representative’s performance and recommend modifications to such metrics as may seem appropriate to the County. Delaware or its representative shall prepare an update for the County outlining standards of performance, including readiness, response time, service effectiveness, and public safety. Each category shall be graded on the levels of readiness by Fully Mission Capable (FMC), Mission Capable (MC), Not Mission Capable (NMC). This addendum is included in the appendix of this Agreement.

5. PAYMENT. Delaware and the County agree that the payment reflected in Section 3 of this Agreement may be renegotiated, at the discretion of either party, if the agreement extends past December 31, 2025.
6. JOINT COOPERATION. The County and Delaware agree and covenant to cooperate and assist each other in order that both may better serve their respective constituents and customers.
7. PLACING AGREEMENT IN FORCE. The attorneys for the County and Delaware shall cause the Agreement to be executed by the County and Delaware and submitted before the governing bodies of each for approval. Each party shall receive a duly executed copy of this Agreement for their official records
8. GOVERNING LAW. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
9. COMPLIANCE WITH LAW. Each party shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
10. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
11. CASH BASIS LAW. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County or Delaware. This Agreement shall be construed and interpreted so as to ensure that both entities shall at all times stay in conformity with such laws and, as a condition of this Agreement, both parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law.
12. TERMINATION. Either party may terminate this agreement in whole or in part, for cause or convenience upon seven (7) months written notice to the other party. However, the parties may mutually agree to a shorter notice period to accommodate specific budgetary requirements of either party. The terminating party shall give written notice of the termination and the reasons therefore to the other party specifying the part of the agreement terminated and when termination becomes effective.
13. INDEMNIFICATION. To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, Delaware shall at all time save and hold harmless the County from all liability, costs, damages, and

expenses of any kind of which the County may become liable to any person, firm, or corporation by reason of any claim or damages associated with providing or failing to provide fire protection services within Fire District No. 1. To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, the County shall at all time save and hold harmless Delaware from all liability, costs, damages, and expenses of any kind of which Delaware may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by any wrongful act or omission on the part of the County, its employees, or officials.

14. MISCELLANEOUS. Nothing in Agreement shall be construed to authorize third parties to seek recovery as third-party beneficiaries of this Agreement or in any other capacity. Notwithstanding any other provision of this Agreement, the County and Delaware reserve any and all rights under law or equity available to the County and Delaware.
15. ASSIGNMENT. The parties shall not assign this Agreement to a third party without the other party's prior written consent.
16. COMPLIANCE WITH FUTURE LAWS. This Agreement is made subject to any and all State statutes now in effect, or that may hereafter take effect, that relate to and affect the subject matter of this Agreement, during the time the same is in effect.
17. SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
18. AUTHORITY TO CONTRACT. Each of the person executing this Agreement, on behalf of their respective parties, represents and warrants that said person has authority to bind the party on behalf of who said person has executed this Agreement, and that all acts required and necessary for authorization to enter into and to execute this Agreement have been completed.

Adopted this \_\_\_\_ day of December, 2024  
Board of County Commission  
Leavenworth, County, Kansas

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Jeff Culbertson, Chairman

Attest:

\_\_\_\_\_  
Janet Klasinski, Leavenworth County Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
David Van Parys, Senior County Counselor

DELAWARE TOWNSHIP

By: \_\_\_\_\_  
Travis Hunsecker, Trustee

Attest:

\_\_\_\_\_  
Clerk

(Seal)

Approved as to form:

\_\_\_\_\_

# Exhibit # 1

## Contract Deliverables and Performance Standards

### 1. General.

a. Fire departments are an essential component in ensuring community safety. In addition to the obvious duty of responding to fires, fire departments are often the first responders at any type of emergency; they also play a central role in fire and accident prevention and safety.

b. The implementation of valid performance measures and tracking those measures consistently over time is an essential component of effective and efficient fire service operations. These metrics also provide fire departments with the data needed to show real results, identify areas where improvement is needed and validate departmental requirements for personnel, equipment and training. Clear and consistent performance metrics coupled with accurate and timely measurement are a significant enabler in identifying these requirements, justifying budget requests and informing policy and service changes.

c. The base contract must contain a Deliverables section and define the geographic area of coverage. In addition, reference will be made to an addendum to the contract as outlined in paragraphs 2 and 3 below. Delaware will track or caused to be tracked approved performance metrics and display them in a 'dashboard' format on the Fire Departmental website which will be available to both the governing bodies of the signatories and to the general public.

**2. Purpose.** The referenced addendum provides a performance baseline for the provision of fire and emergency services for Delaware and other governmental entities contracting to provide those services on behalf of Delaware. It is anticipated that these metrics will be regularly reviewed in detail and amended, as needed, to assure continued accuracy and relevance as standards of performance for the department. Thus, it is incorporated in the contract statement of work by reference and may be periodically amended by agreement of the signatories, without the necessity of renegotiation of the base contract.

### 3. Standards of Performance.

a. Readiness. A Fire Chief will report overall readiness of the department providing fire

protection services to Delaware (“department”) to execute its mission to the governing bodies of the contract signatories on an annual basis. This report will summarize the mission capable rate of the department as an aggregate rate over the total number of days in the reporting period in three categories of performance: personnel/manning; training and equipment. Readiness reporting is comprised of three levels of readiness: fully mission capable (FMC), mission capable (MC) and not mission capable (NMC); these ratings are applicable to each of the three performance categories.

(1) Personnel/manning.

- (a) FMC: the department is manned at 90%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis using fully certified and trained firefighters without resorting to overtime;
- (b) MC: the department is manned at 75%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis with fully certified and trained firefighters only through the use of overtime;
- (c) NMC: the department is manned at < 75% of authorized spaces and is not capable of manning continuous operations of a 24/7 basis, even with the use of overtime

(2) Training.

- (a) FMC: the department is fully trained to execute all mission essential tasks, to include water rescue, HAZMAT response, residential and woodland/brush firefighting, vehicle extraction and fire safety inspections/public safety education without resorting to overtime.
- (b) MC: the department has sufficient qualified personnel available to execute all mission essential tasks (above) but must resort to overtime to complete the mission
- (c) NMC: the departments training program does not enable the execution of all mission essential tasks until additional trained personnel are available.

(3) Equipment.

- (a) FMC: all of the department's assigned equipment is operationally ready to perform its role 90%+ of the time during the reporting period.
- (b) MC: some of the department's assigned equipment is not operationally ready either due to (either scheduled or unscheduled) maintenance issues (NORM) or waiting repair parts to complete maintenance (NORS). The operationally ready

rate for the reporting period is 75%+.

(c) NMC: the operationally ready rate for the department's assigned equipment is less than 75%.

Mutual/Automatic Aid Agreements. When the department is less than fully mission capable in any performance metric, a mutual/automatic aid agreement with another department may be considered in augmenting the mission capable status of the department.

b. Response Time.

(1) Call-to-dispatch. Time required for a mission capable piece of equipment leaves the station.

(2) Call-to-arrival. Elapsed time from dispatch to arrival- can serve to identify need for additional stations/manning in areas away from the base station. As noted above, mutual/automatic aid agreements may augment the department's performance.

(3) Chute Time. When a piece of equipment takes 2 minutes or longer from initial notification to begin movement to the location of the incident, time in excess of the 2-minute threshold will be logged as 'chute' time.

c. Service effectiveness.

(1) For each reporting period, a Fire Chief will report the incident count by service area by class of incident (commercial, residential, woodland/prairie, water, etc.).

(2) Based upon insurance adjuster reports, a Fire Chief will report the loss by incident for fire losses as a percentage of insured value and the total loss count for the reporting period.

d. Fire prevention/public safety. Such activities carried out by department personnel will be logged, issues and trends identified, man-hours expended will be logged and appropriate lesson plans and training materials will be posted to the departmental website for review and reference.

(1) Inspections: initial/follow-up; code certification/compliance.

(2) Special event planning/review.

(3) Complaints/investigations.

(4) Community education.

**4. Recommendations.** The memorandum is prepared for information, review and comment by the governing bodies of the signatories. As noted above, if implemented, the addendum shall be subject to frequent review and revision on a schedule deemed appropriate by the parties to the contract.