

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  
February 28, 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 February 21, 2024
  - b) Approval of the schedule for the week March 4, 2024
  - c) Approval of the check register
  - d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Board Order 2024-1, transferring funds from the Courthouse General Department in General Fund to the Equipment Reserve/Jail Fund.
- b) Consider a motion to appoint a treasurer to the Sherman Township Board.
- c) Consider a motion to approve the 2024 Solid Waste Committee member roster.
- d) Consider a motion to authorize EMS to accept the proposal from DH Pace Systems Integration Group to update and replace the electronic door locking system to EMS Station #3 in amount not to exceed \$19,561.00.
- e) Consider a motion to approve Board Order 2024-2 granting a disaster relief tax abatement for buildings on property substantially destroyed by fire located at 22303 227<sup>th</sup> St.

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

- a) County Appraiser quarterly report

IX. ADJOURNMENT

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, February 26, 2024**

**Tuesday, February 27, 2024**

12:00 p.m.      MARC meeting

**Wednesday, February 28, 2024**

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

**Thursday, February 29, 2024**

**Friday, March 1, 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

\*\*\*\*\*February 21, 2024 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, February 21, 2024. Commissioner Culbertson, Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Edd Hingula, Leavenworth City Commission; John Richmeier, Leavenworth Times

Residents: John Matthews, Louis Klemp

**PUBLIC COMMENT:**

Louis Klemp commented.

**ADMINISTRATIVE BUSINESS:**

Commissioner Doug Smith mentioned House Bill 2599 pertaining to fees for open records inquiring how that would affect the county.

David Van Parys indicated if the new bill is passed it would require the county to not charge anything if the search for the record is less than \$100.00. which would cover 95% of the requests received. He indicated the fiscal impact to the county would be nominal.

Commissioner Doug Smith mentioned Senate Bill 468 pertaining to economic development restrictions with regards to revenue neutral.

Mark Loughry indicated staff has not had a chance to review the bill to sufficiently provide an economic impact.

Commissioner Doug Smith inquired if there is a need for an executive session to discuss legal matters.

Mr. Van Parys indicated he could provide a legal overview in the next week or two.

Commissioner Stieben reported the property tax bill passed through the senate and is sitting at the house taxation committee indicating the legislators have determined they may not have a hearing on it.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, February 21, 2024.***

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

Bill Noll requested approval of the 2024 Annual Noxious Weed Eradication Report and the 2024 Noxious Weed Management Plan.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve the 2024 Annual Noxious Weed Eradication Report and the 2024 Noxious Weed Management Plan.***

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

Mr. Noll requested approval of the minimum area for the Federal Highway Administration adjusted urban boundary in Leavenworth County.

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to approve the minimum area for the Federal Highway Administration adjusted urban boundary in Leavenworth County.***

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

The Board discussed the MARC scoring of county projects.

Commissioners Culbertson and Doug Smith attended a home school presentation.

Commissioners Doug Smith and Stieben attended Representative Jake LaTurner's speech and both will be attending the Juvenile Advisory Board meeting.

Commissioner Kaaz attended the Port Authority meeting and the Leavenworth City Commission meeting.

Commissioner Mike Smith will meet with Tim Vandall, city of Lansing next month.

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

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

The Board adjourned at 10:25 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, March 4, 2024**

**Tuesday, March 5, 2024**

**Wednesday, March 6, 2024**

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

**Thursday, March 7, 2024**

**Friday, March 8, 2024**

1:00 p.m.      City of Basehor 155<sup>th</sup> St Improvements and MetroGreen Trail Groundbreaking  
• 155<sup>th</sup> St and Parallel Road

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 02/17/2024 END DATE: 02/23/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	339610	107090 AP	02/23/2024	4-001-5-07-359	ACCT 1062 GENERIC CHECK STOCK	346.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	339610	107090 AP	02/23/2024	4-001-5-19-301	DIST CT ACCT 98 ENVELOPES	992.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	339610	107090 AP	02/23/2024	4-001-5-19-301	DIST CT ACCT 98 ENVELOPES (SC)	88.00	
							*** VENDOR	20588 TOTAL	1,426.00
4950	AMERICAN BOILER	AMERICAN BOILER SERVICES INC	339611	107091 AP	02/23/2024	4-001-5-32-209	LEA004 JUSTICE CENTER REPLACE	2,141.00	
1061	B & W FIRE LLC	B & W FIRE LLC	339612	107092 AP	02/23/2024	4-001-5-07-353	SHERIFF -ANNUAL PATROL FIRE EX	174.00	
281	BALZOUT	BALZOUT LLC	339613	107093 AP	02/23/2024	4-001-5-07-353	SHERIFF- T75-BB9 (BASE)	632.50	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	339614	107094 AP	02/23/2024	4-001-5-07-213	2268 UNIT 114 WHEEL ALIGNMENT	117.65	
36	CAHILL PAT	PATRICK J CAHILL	339616	107096 AP	02/23/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
362	CASAD BENJAMIN	BENJAMIN CASAD	339617	107097 AP	02/23/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
496	CHAPMAN SEPTIC	JOSH CAVANESS	339583	107086 AP	02/20/2024	4-001-5-07-208	PUMPED OUT GREASE TRAP - JAIL	285.00	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	339590	107088 AP	02/21/2024	4-001-5-05-215	20642-0317B242442401 GAS SVC	262.70	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	339590	107088 AP	02/21/2024	4-001-5-14-220	20642-1201929650 GAS SERVICE	1,849.12	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	339590	107088 AP	02/21/2024	4-001-5-32-392	20642-1201929650 GAS SERVICE	6,617.66	
							*** VENDOR	5637 TOTAL	8,729.48
156	CONVERGEONE	CONVERGEONE INC	339619	107099 AP	02/23/2024	4-001-5-07-208	AOSLVCO0001 CALL RECORDING REN	1,423.22	
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	339621	107101 AP	02/23/2024	4-001-5-07-219	KSLV - JANUARY INMATE PRESCRIP	4,420.15	
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	339622	107102 AP	02/23/2024	4-001-5-07-301	11 TONERS (SHERIFF)	792.99	
21300	DIST CT EMPL REIMB	HONORABLE JOHN JAMES BRYANT JR	339623	107103 AP	02/23/2024	4-001-5-19-213	REIM CLE	65.00	
1032	EMS	LEAV CO EMS	339624	107104 AP	02/23/2024	4-001-5-07-219	SHERIFF - TRANSP INMATE ST JOH	356.34	
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	339829	96	02/23/2024	4-001-5-05-215	ELEC SVC WIC/HEALTH/EMS ADMIN	1,286.85	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	339625	107105 AP	02/23/2024	4-001-5-13-211	INV 16780 JANUARY TRANPSORTS	200.00	
							*** VENDOR	2410 TOTAL	1,100.00
656	FLOYD, JAMES	JAMES ANTWONE FLOYD	339626	107106 AP	02/23/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
120	GRENIER AUTOWORKS	ALFRED GRENIER II	339628	107108 AP	02/23/2024	4-001-5-07-213	LVSO UPFIT NEW UNIT 115	2,368.50	
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	339629	107109 AP	02/23/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
236	INTERPRETERS	INTERPRETERS INC	339635	107115 AP	02/23/2024	4-001-5-19-221	DIST CT INTERPRETER 2/7/24 202	174.54	
99	JUROR								

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

START DATE: 02/17/2024 END DATE: 02/23/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL	7,021.38	
2222	KAZ VICKI	VICKY KAZ	339784	107264 AP	02/23/2024	4-001-5-01-211	REIM HOTEL, FLIGHT, GROUND TRA	527.97		
2222	KAZ VICKI	VICKY KAZ	339784	107264 AP	02/23/2024	4-001-5-01-211	REIM HOTEL, FLIGHT, GROUND TRA	62.39		
2222	KAZ VICKI	VICKY KAZ	339784	107264 AP	02/23/2024	4-001-5-01-213	REIM HOTEL, FLIGHT, GROUND TRA	1,075.58		
							*** VENDOR	2222 TOTAL	1,665.94	
1842	KONE INC	KONE INC	339786	107266 AP	02/23/2024	4-001-5-31-220	N40131062 ELEVATOR MAINT 3 BLD	129.86		
1842	KONE INC	KONE INC	339786	107266 AP	02/23/2024	4-001-5-32-262	N40131062 ELEVATOR MAINT 3 BLD	519.46		
1842	KONE INC	KONE INC	339786	107266 AP	02/23/2024	4-001-5-33-262	N40131062 ELEVATOR MAINT 3 BLD	1,179.86		
							*** VENDOR	1842 TOTAL	1,829.18	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	339787	107267 AP	02/23/2024	4-001-5-07-266	HOUSING OF DOGS/CATS PER CONTR	1,378.12		
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	339787	107267 AP	02/23/2024	4-001-5-07-266	HOUSING OF DOGS/CATS PER CONTR	1,447.03		
							*** VENDOR	168 TOTAL	2,825.15	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	339788	107268 AP	02/23/2024	4-001-5-19-301	DIST CT CLERK PRINTER CARTRIDG	161.69		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	339788	107268 AP	02/23/2024	4-001-5-19-301	DIST CT CLERK FILE STAMP	52.80		
							*** VENDOR	4755 TOTAL	214.49	
537	LEAV TIMES	CHERRYROAD MEDIA INC	339789	107269 AP	02/23/2024	4-001-5-03-218	21275 FUND BALANCE PUBLICATION	46.53		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	339790	107270 AP	02/23/2024	4-001-5-01-201	OPK595_K BOCC COPIES	740.20		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	339790	107270 AP	02/23/2024	4-001-5-07-208	LC00_K CST001879_K-01 DETECTIV	40.05		
							*** VENDOR	2059 TOTAL	780.25	
2666	MISC REIMBURSEMENTS	FRANK PFLUMM	339791	107271 AP	02/23/2024	4-001-5-07-205	REIM MILEAGE TO ANNEX X3 DVR O	38.19		
2962	MOTOROLA SOLUTIONS	MOTOROLA SOLUTIONS CREDIT CO	339793	107273 AP	02/23/2024	4-001-5-07-364	1000301747 KEYLOAD CABLE FOR P	66.00		
2962	MOTOROLA SOLUTIONS	MOTOROLA SOLUTIONS CREDIT CO	339793	107273 AP	02/23/2024	4-001-5-07-364	1000301747 ASSEMBLY KIT	86.72		
							*** VENDOR	2962 TOTAL	152.72	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-07-213	SHERIFF VEH MAINT,GASOLINE, PR	6,116.34		

warrants by vendor

START DATE: 02/17/2024 END DATE: 02/23/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-07-218	SHERIFF VEH MAINT,GASOLINE, PR	29.00		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-14-332	SHERIFF VEH MAINT,GASOLINE, PR	4,701.82		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-14-333	BUILDINGS & GROUNDS FUEL	546.12		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-14-336	NOX WEED FUEL, VEH/EQUIP MAINT	57.25		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-41-213	APPRAISER VEH MAINT	56.89		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-001-5-53-308	NOX WEED FUEL, VEH/EQUIP MAINT	2,565.49		
								*** VENDOR	458 TOTAL	14,072.91
22331	ROTH JOSEP	JOSEPH ROTH	339800	107280 AP	02/23/2024	4-001-5-41-270	2024 COMMERCIAL APPRAISALS	18,489.00		
17368	SECURITY T	SECURITY TRANSPORT SERVICES	339803	107283 AP	02/23/2024	4-001-5-07-218	INMATE TRANSPORT FROM LV	3,794.20		
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	339804	107284 AP	02/23/2024	4-001-5-21-300	FINAL BILL - HD FLOOR PROJECT	34,347.60		
29159	STAR PROGR	STAR PROGRAMMING	339805	107285 AP	02/23/2024	4-001-5-53-203	ANNUAL SVC AGREEMENT/RETAINER	600.00		
6575	STERICYCLE	STERICYCLE, INC	339806	107286 AP	02/23/2024	4-001-5-07-359	1000809211 MEDICAL WASTE REMOV	202.36		
5555	STIEBEN, MIKE	MIKE STIEBEN	339807	107287 AP	02/23/2024	4-001-5-01-211	REIM NAC CONF HOTEL, FLIGHT, P	218.20		
5555	STIEBEN, MIKE	MIKE STIEBEN	339807	107287 AP	02/23/2024	4-001-5-01-211	REIM NAC CONF HOTEL, FLIGHT, P	52.50		
5555	STIEBEN, MIKE	MIKE STIEBEN	339807	107287 AP	02/23/2024	4-001-5-01-213	REIM NAC CONF HOTEL, FLIGHT, P	956.58		
								*** VENDOR	5555 TOTAL	1,227.28
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	339591	107089 AP	02/21/2024	4-001-5-33-392	413714 GAS SERVICE 711 MARSHAL	2,787.29		
829	THOMSON REUTERS	THOMSON REUTERS - WEST	339809	107289 AP	02/23/2024	4-001-5-09-209	1005824053 ONLINE SOFTWARE SUB	216.00		
829	THOMSON REUTERS	THOMSON REUTERS - WEST	339809	107289 AP	02/23/2024	4-001-5-11-210	1000590171 WEST INFOMRAITON CH	946.40		
								*** VENDOR	829 TOTAL	1,162.40
22972	TRANSFER STATION	TRANSFER STATION	339812	107292 AP	02/23/2024	4-001-5-32-297	ACCT 158 - BLDGS GROUNDS STAND	47.00		
1768	VITAL RECORDS	VITAL RECORDS HOLDING, LLC	339815	107295 AP	02/23/2024	4-001-5-31-290	10156300 2024 STORAGE - TAX RO	1,507.95		
2007	WIRENUTS	WIRENUTS	339817	107297 AP	02/23/2024	4-001-5-07-207	SVC CALL 725 LAMING	65.00		
2007	WIRENUTS	WIRENUTS	339817	107297 AP	02/23/2024	4-001-5-33-209	CUSHING DOCK DOOR ACCESS	2,611.49		
								*** VENDOR	2007 TOTAL	2,676.49
100	WITNESS LIST									
								*** VENDOR	100 TOTAL	722.48
								TOTAL FUND 001		133,704.01
-----										
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	339829	96	02/23/2024	4-108-5-00-219	ELEC SVC WIC/HEALTH/EMS ADMIN	965.14		
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	339829	96	02/23/2024	4-108-5-00-606	ELEC SVC WIC/HEALTH/EMS ADMIN	321.71		
								*** VENDOR	8686 TOTAL	1,286.85
								TOTAL FUND 108		1,286.85
-----										
1392	SECRETARY OF STATE	SECRETARY OF STATE	339802	107282 AP	02/23/2024	4-117-5-00-303	2024 ELVIS SOFTWARE ANNUAL LIC	17,900.00		
								TOTAL FUND 117		17,900.00
-----										

warrants by vendor

START DATE: 02/17/2024 END DATE: 02/23/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	339620	107100 AP	02/23/2024	4-126-5-00-225	1220762 WATER/COOLER RENTAL	42.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	75.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	175.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	50.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	125.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	75.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	250.00	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	339808	107288 AP	02/23/2024	4-126-5-00-705	DV/BIP CLASSES FOR CLIENTS	75.00	
							*** VENDOR	207 TOTAL	825.00
							TOTAL FUND 126		867.00
-----									
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	339618	107098 AP	02/23/2024	4-133-5-00-306	2-42 C00404 BULK DEICING SALT	4,643.98	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	339618	107098 AP	02/23/2024	4-133-5-00-306	2-42 C00404 BULK DEICING SALT	4,712.13	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	339618	107098 AP	02/23/2024	4-133-5-00-306	2-42 C00404 BULK DEICING SALT	10,889.81	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	339618	107098 AP	02/23/2024	4-133-5-00-306	2-42 C00404 BULK DEICING SALT	3,073.28	
							*** VENDOR	2509 TOTAL	23,319.20
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	339590	107088 AP	02/21/2024	4-133-5-00-304	2-37 20642-5600012401 GAS SERV	3,567.23	
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	339631	107111 AP	02/23/2024	4-133-5-00-310	2-44 74217 ANTIFREEZE, HD DIES	558.22	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-133-5-00-306	2-45 218331 IC SAND	9,478.17	
191	HOME DEPOT	HOME DEPOT USA	339634	107114 AP	02/23/2024	4-133-5-00-312	2-46 1111680 SHOP SUPPLIES	16.97	
191	HOME DEPOT	HOME DEPOT USA	339634	107114 AP	02/23/2024	4-133-5-00-312	2-46 1111680 SHOP SUPPLIES	67.98	
191	HOME DEPOT	HOME DEPOT USA	339634	107114 AP	02/23/2024	4-133-5-00-312	2-46 1111680 SHOP SUPPLIES	59.98	
191	HOME DEPOT	HOME DEPOT USA	339634	107114 AP	02/23/2024	4-133-5-00-312	2-46 1111680 SHOP SUPPLIES	59.98	
							*** VENDOR	191 TOTAL	84.95
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	339794	107274 AP	02/23/2024	4-133-5-00-361	2-38 166713 TRAP ROCK	62,035.67	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	339795	107275 AP	02/23/2024	4-133-5-00-309	2-47 1960724 TIRES	3,083.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	339795	107275 AP	02/23/2024	4-133-5-00-309	2-47 1960724 TIRES	3,226.24	
							*** VENDOR	1123 TOTAL	6,309.24
7098	QUILL CORP	QUILL CORP	339797	107277 AP	02/23/2024	4-133-5-00-301	2-48 9988688 OFFICE SUPPLIES	5.69	
7098	QUILL CORP	QUILL CORP	339797	107277 AP	02/23/2024	4-133-5-00-301	2-48 9988688 OFFICE SUPPLIES	611.97	
7098	QUILL CORP	QUILL CORP	339797	107277 AP	02/23/2024	4-133-5-00-301	2-48 9988688 OFFICE SUPPLIES	77.99	
							*** VENDOR	7098 TOTAL	695.65
1242	SCOTWOOD I	SCOTWOOD INDUSTRIES INC	339801	107281 AP	02/23/2024	4-133-5-00-306	2-49 LEAV02 CALCIUM CHLORIDE	4,998.44	
668	TIREHUB	TIREHUB INC	339811	107291 AP	02/23/2024	4-133-5-00-309	2-50 407362 TIRES	584.56	
668	TIREHUB	TIREHUB INC	339811	107291 AP	02/23/2024	4-133-5-00-309	2-50 407362 TIRES	1,169.12	
668	TIREHUB	TIREHUB INC	339811	107291 AP	02/23/2024	4-133-5-00-309	2-50 407362 TIRES	1,017.60	
668	TIREHUB	TIREHUB INC	339811	107291 AP	02/23/2024	4-133-5-00-309	2-50 407362 TIRES	418.62	
							*** VENDOR	668 TOTAL	3,189.90
22972	TRANSFER STATION	TRANSFER STATION	339812	107292 AP	02/23/2024	4-133-5-00-214	ACCT 656 CONSTRUCTION WASTE TI	204.00	
22972	TRANSFER STATION	TRANSFER STATION	339812	107292 AP	02/23/2024	4-133-5-00-214	2-51 ACCT 656 CONSTRUCTION WAS	215.00	
							*** VENDOR	22972 TOTAL	419.00
1241	VANCE BROS	VANCE BROS INC	339814	107294 AP	02/23/2024	4-133-5-00-362	2-53 437 COMMERCIAL SURFACE	3,903.55	
1768	VITAL RECORDS	VITAL RECORDS HOLDING, LLC	339815	107295 AP	02/23/2024	4-133-5-00-301	2-54 10156330 ANNUAL STORAGE -	1,507.95	
							TOTAL FUND 133		120,067.17
-----									
24545	CDW GOVERN	CDW GOVERNMENT INC	339589	107087 AP	02/21/2024	4-135-5-00-200	11106763*LVSO TOWER,MONITOR,PH	156.85	
24545	CDW GOVERN	CDW GOVERNMENT INC	339589	107087 AP	02/21/2024	4-135-5-00-200	11106763*LVSO TOWER,MONITOR,PH	2,122.59	
							*** VENDOR	24545 TOTAL	2,279.44
							TOTAL FUND 135		2,279.44
-----									
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	339620	107100 AP	02/23/2024	4-136-5-00-203	1274542 WATER/COOLER SERVICE	21.00	
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	339620	107100 AP	02/23/2024	4-136-5-00-223	1274542 WATER/COOLER SERVICE	21.00	

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
								*** VENDOR	1220 TOTAL	42.00
								TOTAL FUND 136		42.00
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	339627	107107 AP	02/23/2024	4-137-5-00-320	2-11 016993	EXTENDERS, GLASS D	642.89	
27474	HEAVYQUIP	HEAVYQUIP	339630	107110 AP	02/23/2024	4-137-5-00-320	2-14 084730-C	GRADER BLADES	3,130.00	
27474	HEAVYQUIP	HEAVYQUIP	339630	107110 AP	02/23/2024	4-137-5-00-320	2-14 084730-C	GRADER BLADES	3,130.00	
								*** VENDOR	27474 TOTAL	6,260.00
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	274.80	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	281.33	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	1,656.31	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	2,017.20	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	2,035.69	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	1,108.66	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	1,476.92	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	1,439.94	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	339633	107113 AP	02/23/2024	4-137-5-00-312	2-15 218331	ROCK	2,005.69	
								*** VENDOR	369 TOTAL	12,296.54
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	339795	107275 AP	02/23/2024	4-137-5-00-321	2-17 1960724	TIRES	990.00	
8028	POWERPLAN	MURPHY TRACTOR & EQUIP CO	339796	107276 AP	02/23/2024	4-137-5-00-320	2-16 88002-36463	VALVE, OIL SA	126.28	
8028	POWERPLAN	MURPHY TRACTOR & EQUIP CO	339796	107276 AP	02/23/2024	4-137-5-00-320	2-16 88002-36463	VALVE, OIL SA	667.42	
								*** VENDOR	8028 TOTAL	793.70
								TOTAL FUND 137		20,983.13
2621	CAFE	TERRY BOOKER	339615	107095 AP	02/23/2024	4-145-5-00-256	CO ON AGING MEALS RESERVED	2/1	5,772.00	
2621	CAFE	TERRY BOOKER	339615	107095 AP	02/23/2024	4-145-5-00-256	CO ON AGING MEALS RESERVED	2/1	14,937.00	
2621	CAFE	TERRY BOOKER	339615	107095 AP	02/23/2024	4-145-5-00-256	CO ON AGING MEALS RESERVED	2/1	15,021.50	
								*** VENDOR	2621 TOTAL	35,730.50
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-145-5-00-213	CO ON AGING		504.40	
								TOTAL FUND 145		36,234.90
20588	ADVANTAGE	ADVANTAGE PRINTING	339610	107090 AP	02/23/2024	4-146-5-00-301	ACCT 512 VEH REGISTRATION ENVE		3,830.92	
20588	ADVANTAGE	ADVANTAGE PRINTING	339610	107090 AP	02/23/2024	4-146-5-00-301	ACCT 168 ENVELOPE COVER-UP LAB		215.00	
								*** VENDOR	20588 TOTAL	4,045.92
								TOTAL FUND 146		4,045.92
22605	HINCKLEY S	HINCKLEY SPRINGS	339632	107112 AP	02/23/2024	4-160-5-00-263	DRINKING WATER DELIVERY TRANSF		152.39	
2666	MISC REIMBURSEMENTS	JIM ANDERSON	339792	107272 AP	02/23/2024	4-160-5-00-304	REIMB C-DEF USED PERSONAL CARD		137.88	
17209	REDDI SERV	REDDI SERVICES	339798	107278 AP	02/23/2024	4-160-5-00-263	MONTHLY SEPTIC		350.00	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-160-5-00-213	SOLID WASTE		671.12	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	339799	107279 AP	02/23/2024	4-160-5-00-304	SOLID WASTE		249.38	
								*** VENDOR	458 TOTAL	920.50
10703	TIRE TOWN	TIRE TOWN	339810	107290 AP	02/23/2024	4-160-5-00-207	TRANSFER STATION TIRE DISPOSAL		500.00	
6885	WH SCALE C	WH SCALE CO	339816	107296 AP	02/23/2024	4-160-5-00-213	LE2858 REAPLCE LOAD CELL IN OU		1,333.75	
								TOTAL FUND 160		3,394.52
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	339590	107088 AP	02/21/2024	4-195-5-00-290	20642-0321A77493	GAS SERVICE	218.23	
11982	UNIFIED GO	WYANDOTTE CO SHERIFF	339813	107293 AP	02/23/2024	4-195-5-00-3	JUVENILE HOUSING 54 DAYS		8,100.00	
								TOTAL FUND 195		8,318.23
8466	KDHE PERMITS	KDHE	339785	107265 AP	02/23/2024	4-220-5-05-400	2-9 BRIDGE E-18 CONST STORMWAT		60.00	
								TOTAL FUND 220		60.00

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

TOTAL ALL CHECKS

349,183.17



TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	133,704.01
108	COUNTY HEALTH	1,286.85
117	CO CLERK TECHNOLOGY	17,900.00
126	COMM CORR ADULT	867.00
133	ROAD & BRIDGE	120,067.17
135	COMM CORR OPIOID	2,279.44
136	COMM CORR JUVENILE	42.00
137	LOCAL SERVICE ROAD & BRIDGE	20,983.13
145	COUNCIL ON AGING	36,234.90
146	COUNTY TREASURER SPECIAL	4,045.92
160	SOLID WASTE MANAGEMENT	3,394.52
195	JUVENILE DETENTION	8,318.23
220	CAP IMPR: RD & BRIDGE	60.00
	TOTAL ALL FUNDS	349,183.17

Consent agenda 2/28/2024  
(Cks 2/17 - 2/23)

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

BOARD ORDER 2024 – 1

**AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, TRANSFERRING FUNDS FROM COURTHOUSE GENERAL DEPARTMENT IN GENERAL FUND TO THE EQUIPMENT RESERVE/JAIL FUND.**

Now, on this \_\_\_\_\_ day of February 28, 2024 the Board of County Commissioners of Leavenworth County, Kansas adopts the following Board Order:

That the Clerk of Leavenworth County, Kansas is hereby directed to cause the transfer of the sum of **Seventy Five Thousand Forty Five Dollars and no/100 (\$75,045.00)** from the Sheriff Department to the Equipment Reserve Jail Fund.

Transfer Out: Courthouse General (D) 1-001-5-14-502  
(C) 1-001-1-00-001

Transfer To: Equipment Reserve/Sheriff (C) 1-115-4-00-917  
(D) 1-115-1-00-001

Dated this 28<sup>th</sup> day of February, 2024.

Board of County Commissioners  
Of Leavenworth County, Kansas

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

\_\_\_\_\_  
Vicky Kaaz, Member

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

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

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

ATTEST:

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

2/8/2024

Janet & Leavenworth County Commissioners,

My name is Carol Floyd and have lived in the southern part of Leavenworth County of Sherman Township for over 50 years. I am interested in the open Treasurer position for Sherman Township and have 16 years' experience in the Fire / EMT service for Sherman Township fire and rescue. My husband and I both retired in March 2022. I have also served 12 years as Sherman Township treasurer, before being defeated in 2019 by Andy Stafford.

I have been married to my husband Jeff for 43 years, in which we both were raised and went to school in Linwood School District from K-12 and graduated from Linwood High School. We have 2 grown children and 5 grandchildren, in which we love spending time with.

I hope you will consider me for this position as I believe I can make smart, effective decisions for Sherman Township , LVCO Fire District #2 & the communities.

Thanks for your time and consideration,

Carol Floyd

[REDACTED]

[REDACTED]

# Leavenworth County Request for Board Action

**Date:** February 28, 2024

**To:** Board of County Commissioners

**From:** Tammy Saldivar, Leavenworth County Solid Waste Committee Secretary

**Department Head Approval:**

**Additional Reviews as needed:**

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

---

---

**Action Requested:** Adopt and forward the Leavenworth County 2024 Solid Waste Committee member roster to KDHE.

**Recommendation:** Approve and adopt the 2024 Solid Waste Committee member roster.

**Analysis:** The 2024 Leavenworth County Solid Waste Management Plan Annual Review is due to KDHE March 24, 2024. In order to comply with the requirements of KDHE, the BOCC needs to approve in regular session the 2024 Solid Waste Committee member roster.

**Alternatives:**

**Budgetary Impact:**

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

**Total Amount Requested:** N/A

**Additional Attachments:**

Leavenworth County KS 2024 Solid Waste Committee members

# Leavenworth County KS 2024 Solid Waste Committee

## City of Leavenworth

(1 member appointed by the Mayor)

100 N. 5<sup>th</sup> St. Leavenworth, KS 66048

Steve King – [sking@firstcity.org](mailto:sking@firstcity.org)

913.682.0650

## City of Lansing

(1 member appointed by the Mayor)

800 1<sup>st</sup> Terrace, Lansing, KS 66043

Mike Spickelmier – [mspickelmier@lansingks.org](mailto:mspickelmier@lansingks.org)

913.364.6910

## Cities of Tonganoxie, Basehor, Linwood & Easton

(1 member appointed between the Mayors)

2300 N. 158<sup>th</sup> St. PO Box 406, Basehor, KS 66007

Gene Myracle – [citysuper@cityofbasehor.org](mailto:citysuper@cityofbasehor.org)

913.724.2000

## Unincorporated Area of Leavenworth County

(1 member - appointed by the BOCC)

300 Walnut, Leavenworth, KS 66048

Stephanie Sloop- Planning & Zoning [ssloop@leavenworthcounty.gov](mailto:ssloop@leavenworthcounty.gov)

913.684.0465

## Hauler/Recycler of Leavenworth County

(2 members – appointed by the BOCC)

1119 Limit, Leavenworth KS 66048

Bobby Hancock – Brothers Disposal [brotherstrashman@gmail.com](mailto:brotherstrashman@gmail.com)

804 N. 12<sup>th</sup> St. Leavenworth, KS 66048

George Jacobs – G J Disposal [marion.jacobs@ymail.com](mailto:marion.jacobs@ymail.com)

913.775.3434

580.273.7230

## Designee of County Departments

(2 members - appointed by the BOCC)

300 Walnut, Leavenworth, Ks 66048

Tammy Saldivar -Solid Waste [tsaldivar@leavenworthcounty.gov](mailto:tsaldivar@leavenworthcounty.gov)

Zach Phillips – Emergency Management [zphillips@lvsheriff.org](mailto:zphillips@lvsheriff.org)

913.727.2858

913.680.2678

## Leavenworth County 2024 Solid Waste Committee Officers

**Chairperson** – Mike Spickelmier

**Vice Chairperson** – Gene Myracle

**Secretary** – Tammy Saldivar

# Leavenworth County Request for Approval

Date: February 21, 2024

To: BOCC  
Mark Loughry

From: Jamie Miller

Department Head Approval:     Jamie Miller    

**Additional Reviews as needed:**

Budget Review  Administrator Review  Financial Review

---

---

**Action Requested:** Authorize the EMS Department to accept the proposal to update and replace Electronic Door locking system to the EMS Station #3.

**Recommendation:** Approval

**Analysis:** The EMS department has all facilities on an electric card access system. This allows for the access and egress for all employees and other county employees without having to have physical keys issued. The system monitors all access and logs the entries into reports. This system has been very useful for audit purposes.

Several doors have come up with maintenance concerns over the last 60 days. Upon examination from our vendor it was determined that the current door strike hardware is obsolete and can not be repaired. Unfortunately, this means that the hardware must be replaced. The issue is further complicated, as the controller at the station cannot support the door locks which would cause all hardware and controller boards to be replaced and upgraded.

**Financial:**

This project would be funded through EMS reserve account.

Total Cost of Door system Quote \$19,561

**Budgetary Impact:**

- Not Applicable
- Budget item with available funds
- Non-Budgeted Item with available funds though Grant Funding
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested



**Kansas City Office**  
 1901 E. 119th Street  
 Olathe, KS 66061  
 P 816-480-2601  
 F 816-480-2612  
 kcpsiservice@dhpaces.com

**St. Louis Office**  
 12046 Lackland Rd  
 St. Louis, MO 63146  
 P 314-781-5200  
 F 816-480-2612  
 stlpsiservice@dhpaces.com

**Atlanta Office**  
 221 Armour Drive  
 Atlanta, GA 30324  
 P 404-745-7223  
 F 404-327-5107  
 atlpsiservice@dhpaces.com

**Dallas Office**  
 825 W Sandy Lake Rd #100  
 Coppel, TX 75019  
 P 214-765-8355  
 dallaspsiservice@dhpaces.com  
 Tx Lic. B10455801

**SOLD TO:** Leavenworth County EMS  
 500 Eisenhower Rd  
 Leavenworth, KS, 66048  
 Jamie Miller

**PROJECT:** Access Control Upgrade  
**QUOTE #:** PQ#JDC9124  
**PAGE:** 6 Pages  
**DATE:** 2/12/2024

**Account Manager:** Joel Conyers

**Cell:** (816) 269-8613

**Office:** (816) 269-8613

DH Pace Systems Integration is pleased to quote you the following Scope of Work, all applicable taxes excluded:

DH Pace System Integration (PSI) will provide and install the below listed material:

DH Pace will replace the current readers on ten doors with the updated Corbin Russwin SN200 reader. DH Pace will replace the 2G controller and reader boards in the IT closet with updated Mercury Controller and reader boards. DH Pace will replace the mortise lock set on the NW Garage to Office door. DH Pace will program the new boards into Access It and test for proper functionality. If there are any additional locks that need to be replaced, it would be at an additional cost.

**Access Control**

Quantity	Description of Material
1	Intelligent two portal two reader combination controller with 10/100Base-T Ethernet, and dual reader interface module capable
4	MR-52-S3B - Series 3B Two Portal Four Reader SIO - Two portal four reader B SIO with reader interface capable of Wiegand,
9	SN200 Reader & Harness Assembly Wiegand (BIPS-B03)
10	Mounting Plate to cover Access 600 Door Preparation
1	Mortise Lock / Princeton Trim / 626 Finish Right Hand / SN200 Reader / Fail Secure

For us to complete our work on site in a timely manner, we will need the owner to provide the following items: access to all areas that we need to perform work; network connection(s) at our system controller, camera(s) or computer(s)/server(s) location; someone with Administrator rights for access to computers for loading software; network connectivity/static IP address with subnet and gateway information;

Our proposal includes the following items: final cable terminations at field devices and headend locations; all installation is to be performed during normal weekday business hours;

Our proposal specifically excludes the following items: overtime or after normal working hours work; taxes;

**Please sign and either fax quote to Joel Conyers at (816) 480-2612 or email it to us at : joel.conyers@dhpaces.com**

**SYSTEM INSTALLATION INVESTMENT: \$ 19,561**

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions and agreements respecting the subject matter hereof are cancelled.

**DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

**Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.**



**Kansas City Office**  
 1901 E. 119th Street  
 Olathe, KS 66061  
 P 816-480-2601  
 F 816-480-2612  
 kcpsiservice@dhpaces.com

**St. Louis Office**  
 12046 Lackland Rd  
 St. Louis, MO 63146  
 P 314-781-5200  
 F 816-480-2612  
 stlpsiservice@dhpaces.com

**Atlanta Office**  
 221 Armour Drive  
 Atlanta, GA 30324  
 P 404-745-7223  
 F 404-327-5107  
 atlpsiservice@dhpaces.com

**Dallas Office**  
 825 W Sandy Lake Rd #100  
 Coppel, TX 75019  
 P 214-765-8355  
 dallaspsiservice@dhpaces.com  
 Tx Lic. B10455801

**SOLD TO:** Leavenworth County EMS  
 500 Eisenhower Rd  
 Leavenworth , KS, 66048  
 Jamie Miller

**PROJECT:** Access Control Upgrade  
**QUOTE #:** PQ#JDC9124  
**PAGE:** 6 Pages  
**DATE:** 2/12/2024

**Account Manager:** Joel Conyers

**Cell:** (816) 269-8613

**Office:** (816) 269-8613

**PROPOSAL – SELLER**

This proposal is made this 12 date of Feb, 2024.

Type or print name of Seller

By: \_\_\_\_\_

Signature

Account Manager

Title

**ACCEPTANCE - BUYER**

This proposal is accepted this \_\_\_\_\_ date  
 of \_\_\_\_\_ - \_\_\_\_\_.

Type or print name of Buyer

By: \_\_\_\_\_

Signature of Owner, Partner or Officer(state which)

Title



## TERMS and CONDITIONS

1. Buyer agrees to purchase and the Seller agrees to provide monitoring, repair, inspection and/or response services, and or to sell, install or to cause to be installed the security system (hereinafter called the "System") at premises (hereinafter called the "Premises") indicated in the Monitority Services Agreement and/or Seller's accompanying proposal (hereinafter collectively called the "Agreement").
2. It is understood and agreed by and between the parties hereto that the Seller is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Buyer. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Buyer's property or the property of others located in Buyer's Premises. The amounts payable by the Buyer are not sufficient to warrant Seller assuming any risk of consequential, collateral, incidental or other damages to the Buyer due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Seller's negligence or failure to perform. Buyer agrees that the Seller shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Seller to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Seller should be found liable for loss or damage due to a failure on the part of the Seller or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equally to fifty [50] percent of one [1] year's recurring service charge or the amount of \$1,000, whichever is less, or solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Seller, its agents or employees. In the event that Buyer desires the Seller to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Seller will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Seller and the additional charge(s) to be paid by the Buyer.
3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of three years after the first day of the calendar quarter following said date (e.g. April 1st, July 1st, October 1st, or January 1st). This Agreement shall extend automatically for successive terms of one [1] year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the end of the initial or extension terms.
4. Subscriber agrees to pay the Seller the sale and/or installation charges indicated herein by paying the deposit indicated herein at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. If credit terms are approved by the Seller, the Buyer agrees to pay the unpaid balance within thirty [30] days of the invoice date from the Seller. Further, the Buyer agrees to pay the Seller the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated herein quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVEN OF TERMINATION BY THE BUYER PRIOR TO THE END OF THE TERM OF THIS AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.
5. Seller does not represent or warrant that the System may not be compromised or circumvented, that the System or services will prevent any loss by burglary, holdup, fire or otherwise, or that the System or services will in all cases provide the protection for which it is installed or intended. Buyer assumes all risk of loss or damage to Buyer's Premises or to its contents, whether belonging to Buyer or others; and has not relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement.
6. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Seller for any reason relating to the System or the Seller's duties and obligations pursuant to this Agreement including, but not limited to, the design, installation, repair, monitoring, inspection, operation, or non-operation of the System, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims and lawsuits are based upon active or passive negligence, indemnification, contribution or strict or product liability on the part of the Seller, its agents or employees, except to the extent such lawsuit occurs while an employee or agent of the Seller is on the Premises and which losses, damages, expenses and liability are solely and directly caused by the acts of said employee or agent.
7. a) The happening of any one or more of the following shall be Events of Default under this Agreement: 1) failure by Buyer to pay any amount within 10 days after the same is due and payable; 2) failure by Buyer to observe, keep or perform any obligation required by it herein; 3) abuse to the System; 4) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Buyer; or 5) excessive false alarms caused by the Buyer.  
b) Upon the occurrence of an Event of Default, then at any time thereafter Seller may pursue one or more of the following remedies: 1) by written notice to Buyer, declare the balance of all unpaid amounts due and to become due under this Agreement to the end of the then current term to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½% per month (18% per year) or the maximum rate permitted by law from



the first occurring Event of Default; 2) proceed at law or in equity to enforce performance by Buyer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; 3) [if applicable] discontinue the furnishing of recurring services, including, without limitation disabling any communication software, hardware and/or firmware contained within the System from the Monitoring Facility, and terminate this Agreement by written notice to Buyer; 4) recover any other costs Seller is required to bear in respect to the System and/or services provided under this Agreement; and 5) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this Agreement is referred for collection, and any other reasonable costs paid or incurred by Seller in enforcing or attempting to enforce the terms and conditions of the Agreement. Furthermore, if there are any other agreements in effect between Seller and Buyer then Seller, at its option, may deem Buyer's default under any one such agreement to be a default under any or all the agreements and Seller shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements.

- c) The above remedies are cumulative and exercise of one does not preclude the exercise of another.
  - d) If monitoring services are provided, and if the monitoring service is deactivated because of Buyer's past due balance, and if Buyer desires to have the service reactivated, Buyer agrees to pay to Seller in advance its prevailing activation charge.
8. Buyer hereby authorizes and empowers Seller, its agents or assigns, if required by this Agreement, to: a) install the System and to perform any necessary services as required to be performed by Seller hereunder; Buyer acknowledges that the wiring to be run in installing the System shall be exposed wiring, unless the Schedule of Equipment provides that the wiring is to be run in conduit or otherwise unexposed; and b) enter the Premises in the event of an emergency occurring during periods of Buyer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Buyer has furnished Seller with a key or access credential to the Premises.
9. Buyer shall secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring, and/or repair of the System. Buyer shall pay or reimburse Seller for all taxes, fees or charges, including sales/use tax, personal property tax, license and permit fees imposed by any governmental authority (including utility companies) relating to the services provided.
10. Seller shall have the right to subcontract any of the services which it may be obligated to perform. This Agreement and its benefits are not assignable by Buyer except upon the prior written consent of Seller. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to the Seller's maximum liability, and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Seller, and/or the monitoring Facility (hereinafter defined as "Monitoring Facility").
11. This Agreement (together with any individually signed separate Schedules of Equipment and/or rider[s] pertaining to this

Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent written or oral agreement relating to said subject matter. If there is any conflict between this Agreement and Buyer's purchase order this Agreement will govern. This Agreement supersedes all prior agreements for the same service at the same location. There is no course of dealing or usage of the trade that would supplement or conflict with this Agreement's terms. This Agreement may only be amended in writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition. In the event of any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms of conditions shall remain in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one [1] year after the accrual of the cause of action therefore. In addition, where permitted by law, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). This Agreement shall be governed by the laws of the State of Kansas.

12. The Seller assumes no liability for any delay, however caused, in the installation, repair and/or inspection of the System or for interruption of Recurring Services, due to strikes, fires, power failures, interruptions or unavailability or telephone service, acts of God, or any other cause beyond the control of Seller. Buyer also agrees that all installation, repair and/or inspection dates are estimates only and that the Seller cannot guarantee commencement or completion under this Agreement on any given date.

**13. The System sold hereunder is warranted pursuant to the following LIMITED WARRANTY:**

- a) **The equipment is warranted to be free from defects in workmanship or materials for a period of one [1] year from the date of completion of the installation. No System, or any parts thereof, may be returned without the express prior written approval of the Seller after a determination by the Seller that such System, or any parts thereof, is or are defective because of poor workmanship or defective materials. Seller shall replace or repair at its sole option such defective System or any parts thereof at its own expense. This Warranty does not include batteries in any devices. This Warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Seller determines that such System or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials.**
- b) **If installation is provided for hereunder, then Seller warrants that the installation of the System is free from defects in workmanship for a period of ninety [90] days from the date of completion of the installation. In the**



**event of any defect in such workmanship Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.**

- c) If services are performed on installed Systems, the Seller warrants that the parts and labor are free from defects in workmanship or materials for a period of ninety [90] days from the date of completion of the service. In the event of any defect in such workmanship, Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.**
- d) THE AFORESAID WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HERE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE SELLER BE LIABLE TO BUYER FOR ANY DIRECT, COLLATERAL INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH BUYER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This Warranty gives the Buyer specific legal rights and the Buyer may also have other rights which vary from state to state.

#### **TERMS AND CONDITIONS APPLYING ONLY TO RECURRING SERVICE TRANSACTIONS**

14. This Agreement may be terminated at any time by Seller if, for any reason, its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Facility are terminated; the Monitoring Facility or other authorities having jurisdiction direct that such System or signal receiving equipment is removed or replaced; or the connection is denied the Seller or the Buyer by any other party.
15. Seller shall have the right to increase the rates provided herein, upon written notice to Buyer, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Seller of any objection to such increase in writing within thirty [30] days after the date of the notice of increase, failing which it shall be conclusively presumed that Buyer has agreed to such increase. In the event Buyer objects to such increase, Seller may elect, at its option, to: a) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Buyer, or b) terminate the Agreement upon fifteen [15] days advance written notice to Buyer.
16. Buyer agrees: a) to furnish to Seller, in writing and on a continuing basis, a list of the names, titles and telephone numbers of persons to be notified upon receipt of a signal; b) that the System is designed to provide coverage based upon the layout of the Premises at the time of installation and that any alterations, remodeling or any stock, fixture or structural changes, or other similar changes may affect the operation of the System; c) not to tamper with, damage, or misuse said System and to indemnify Seller for the cost of repair or replacement as a result of any such damage to, or the loss of,

or misuse of any portions of the System; d) to repair, service and/or to assure the operation of any other property, system, or device of Buyer, or of others, to which the System may be attached or connected; e) to provide necessary electrical power at location(s) on the Premises as required by Seller through Buyer's meter and at Buyer's expense; f) to test and set the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Seller is unable to detect such changes unless the Buyer notifies Seller and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained; g) to turn off or remove all things which may interfere with the effectiveness of the System's space protection components; h) to refrain from causing false alarms and to pay, or reimburse Seller for payment of any fine, penalty, or fee paid by Seller or assessed against Seller by any governmental entity, municipal agency, and/or Monitoring Facility; i) to notify Seller promptly upon discovery of a need for service to the System; and j) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Buyer's expense so as to be acceptable to the insurance carrier, fire rating, bureau or agency or other authorities having jurisdiction when equipped with the Seller signaling devices.

17. Seller assumes no liability for interruption of monitoring, repair and/or any other recurring service due to strikes, riots, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service, or for any other cause beyond the control of the Seller, and the Seller will not be required to supply services to Buyer while such interruption may continue. Any repair or replacement of the System necessitated by any such event will be at Buyer's expense. This Agreement may be suspended or terminated, at the option of Seller, if the Premises, the System or any part thereof, or the signal receiving equipment within the Monitoring Facility, is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Seller or the Monitoring Facility is unable to render service as a result of any action by any governmental authority. Upon such suspension or termination, an equitable refund of the service charge paid, but not yet earned, shall be made. If, in the opinion of Seller, connection of the System to the signal receiving equipment adversely affects the signal receiving equipment, this Agreement may be terminated thirty [30] days following written notice to Buyer. Similarly, at the option of the Buyer, this Agreement may be suspended or canceled upon written notice in the event that the Premises are destroyed by fire or other catastrophe, provided that such notice is given within ten [10] days of such event. In either such event, any advance payments made by Buyer to Seller for service which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Buyer.
18. IF MONITORING SERVICE IS FURNISHED, THEN, in the event the System transmits signals to the Seller's Monitoring Facility or any other monitoring facilities (herein collectively referred to as the "Monitoring Facility"), Seller, or its designee, agrees to monitor such signals. If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, the Seller, or its designee, agree to provide and

maintain, or cause to be provided and maintained, a remote monitoring facility consisting of a signal receiving equipment at such Monitoring Facility. Each site covered under this Agreement shall be designated in a separate Customer Information Form, a copy of which is attached and forms an integral part of this Agreement. Additional sites may be added on a case-by-case basis, to be approved individually and in writing by an authorized representative of the Buyer. All sites to be monitored are subject to the same terms and conditions of this Agreement.

19. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

a) MONITORING FACILITIES: The Seller, or its designees, shall do the following:

- 1) Upon receipt of a manual or automatic smoke or fire alarm signal, transmit the alarm to the fire department and the location designed by the Buyer and notify Buyer, or its designated representative, by calling the telephone number supplied to the Seller in writing by Buyer.
- 2) Upon receipt of any types of alarm signals other than as set forth in subsection 1) directly above, the Monitoring Facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities, designated by Buyer in writing to Seller, unless there is reasonable cause to assume that an emergency condition does not exist. The Monitoring Facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Buyer.

b) NON-SELLER MONITORING FACILITIES: Buyer acknowledges that the signals transmitted from the Premises will be monitored in a Monitoring Facility not operated by the Seller, and that personnel in such Monitoring Facilities are not the agents of the Seller, nor does the Seller assume any responsibility for the manner in which such signals are monitored, or the response to such signal.

c) TELEPHONE LINES: Buyer acknowledges that if a digital communicator is utilized for the purposes of transmitting alarm signals from the Premises to the signal receiving equipment, the signals from the System are transmitted over Buyer's regular telephone service to the signal receiving equipment, and in the event Buyer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received by the signal receiving equipment during any such interruption in telephone service and the interruption will not be known to Seller or the Monitoring Facility. Buyer further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of the Seller and are maintained and serviced by the applicable telephone company or utility. Buyer further acknowledges being advised that digital Systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while System is activated, and the Buyer may wish to install the service on a secondary telephone line. All costs associated with the installation, lease, maintenance and/or service of these line(s) are to be paid by the Buyer.

d) FALSE ALARMS: If Seller or a governmental authority dispatches an agent to respond to a false alarm originating from the Premises, where Buyer intentionally, accidentally or negligently has activated the alarm signal, or if Seller makes a repair call caused by the inadvertence or negligence of Buyer, Buyer shall, in addition to being responsible for any and all fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms, pay to Seller the charges for a service call at its then existing rates.

20. If any of the following optional service plans are to be furnished pursuant to Section 1 hereof, Buyer authorizes and empowers Seller to repair, inspect, test and service the System between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday excluding National and State holidays. Service required by the Buyer outside the above hours may be performed at Seller's discretion, at its then prevailing rates. These services are described as follows:

a) PLANNED MAINTENANCE PLAN: The Seller will arrange with Buyer to inspect, test and make necessary minor adjustments to all control equipment and component parts. All controllers, detectors and contacts will be tested and/or lubricated. Inspection includes replacement of any dry cell stand-by power supplies used in the System. Rechargeable batteries are not included under the PM Plan, and the Buyer will be charged for separately, when testing shall show their replacement to be necessary. The cost of any parts, and the labor to install said parts, other than dry cell batteries, is not included under this Planned Maintenance Plan.

b) ADVANTAGE SERVICE PLANS:

1) ADVANTAGE SERVICE PLAN: Under the Advantage Service Plan, the Seller shall provide any repairs and component parts necessitated by ordinary wear and tear, all of which shall be at Seller's expense. Under this plan, labor will be invoiced at the Seller's then prevailing preferred rate.

2) ADVANTAGE PLUS SERVICE PLAN: Under the Advantage Plus Service Plan, Seller will provide labor, in addition to any repairs and component parts necessitated by ordinary wear and tear to the System, all of which shall be at Seller's expense. All other repairs not specifically covered by a Planned Maintenance or Advantage Service Plans shall be at Buyer's expense. Service does not include service calls: to replace batteries, to reset accidentally triggered equipment, for the reconnection or modifications of, or extraordinary repairs to, the System, including, without limitation, repairs to the System due to changes in the Premises, additions to or changes in the System, and repairs of damages caused by parties other than the Seller ("Extraordinary Repair"). Buyer shall not permit anyone other than Seller to repair the System.

c) SOFTWARE SERVICE PLAN: Seller shall provide up to two [2] software updates per year based on Software Distributor's release, including labor to install updates on the Buyer's network or computer system, for all software specifically listed under the Agreement. Additional updates will be installed at a preferred rate.

21. IF TIME AND MATERIAL SERVICE is furnished, upon request, repairs, inspections and tests shall be made at Buyer's expense at Seller's then prevailing rates.

# Leavenworth County Request for Board Action

Date: February 28 2024  
To: Board of County Commissioners  
From: Bob Weber, County Appraiser

Department Head Approval:     RJW    

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

---

---

**Action Requested:** Approval of disaster relief tax abatement for buildings on one property substantially destroyed by fire.

**Recommendation:** County Appraiser recommends approval of a Board Order to abate assessed value for the 2023 tax year for the following property.

**Destroyed by fire 2023**

Tax ID	Abatement	
1-15081	\$13,173	Destroyed 08-05-2023

**Analysis:** K.S.A. 79-1613 allows the Board of County Commissioners to abate all or part of taxes for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire after January 1<sup>st</sup> but prior to August 15<sup>th</sup>. K.S.A. 79-1613 allows the Board of County Commissioners to grant a tax credit against property taxes payable during any or all of the next succeeding three taxable years for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire on or after August 1<sup>st</sup> but prior to January 1<sup>st</sup> of the next succeeding year, or if the property taxes have already been paid.

**Alternatives:**

**Budgetary Impact:**

- X 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:** Board Order, Leavenworth County Disaster Relief Determination orders, Disaster Relief Worksheet

**BOARD ORDER 2024-\_\_\_\_\_**

**AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, MADE PURSUANT TO THE AUTHORITY GRANTED TO THEM UNDER K.S.A. 79-1613, MAKING CERTAIN FINDINGS REGARDING THE APPLICATIONS FOR THE ABATEMENT OR CREDIT OF PROPERTY TAXES ON CERTAIN HOMESTEADS OR BUILDING OR IMPROVEMENT DAMAGED BY EARTHQUAKE, FIRE, FLOOD, STORM, OR TORNADO**

**ON THIS 28<sup>th</sup> DAY OF February, 2024**, this board, sitting in regular session, considered the applications of the owners of certain homesteads or building or improvement located in the county of Leavenworth for the abatement or credit of property taxes on those homesteads or building or improvement due to the damage to the homesteads by earthquake, fire, flood, storm or tornado. The board, upon having considered the applications and made inquiry as to whether the properties listed in Exhibit “A”, attached hereto and fully incorporated into this Order meet the requirements for the abatement or credit of property taxes as allowed by K.S.A. 79-1613, makes the following findings:

1. That the properties listed in Exhibit “A” meet the definition of “Homestead or Building or Improvement” as set forth in K.S.A. 79-1613(a)(2) and are owned by the applicants.

2. That the properties listed in Exhibit “A” were destroyed by earthquake, fire, flood, storm, or tornado in the tax year listed in Exhibit “A”.

3. That the office of the Appraiser of the county of Leavenworth, Kansas, has inspected the properties listed in Exhibit “A” and made recommended findings to the board as to the extent of damage to the homesteads or buildings or improvements caused by said disaster and the appropriate corresponding abatement of property tax for each homestead or building or improvement so listed.

4. That the assessed valuation for each homestead or building or improvement listed in Exhibit “A” is accurate.

5. That the findings of the office of the Appraiser of the county of Leavenworth as set forth in Exhibit “A” are adopted by this board and fully incorporated into this Order and meet the requirements for the abatement of property taxes of those certain homesteads or buildings or improvements as provided for by K.S.A. 79-1613(d)

6. That the owners of the homesteads or buildings or improvements listed in Exhibit “A” are entitled under law to the abatement or credit of property taxes on said homesteads or buildings or improvements in the amount listed in Exhibit “A”.

WHEREFORE, it is the Order of this board that the property taxes on those homesteads or buildings or improvements listed in Exhibit “A” be abated or credited in the amount shown in said exhibit and that the county clerk and county treasurer shall in each case of abatement or

credit correct their records in accordance with this Order and that the county clerk shall notify the governing body of any taxing district affected thereby.

**ORDERED THIS 28<sup>th</sup> DAY OF February, 2024.**

---

**JEFF CULBERTSON, 1<sup>ST</sup> DISTR.**

---

**VICKY KAAZ, 2<sup>ND</sup> DISTR.**

---

**DOUG SMITH, 3<sup>RD</sup> DISTR**

---

**MIKE SMITH 4<sup>TH</sup> DISTR.**

---

**MIKE STEIBEN, 5<sup>TH</sup> DISTR.**

**ATTEST:** \_\_\_\_\_  
**JANET KLASINSKI, CLERK**

# EXHIBIT A

## Destroyed by Fire In 2023

Qref	Tax ID	Owner	House Value	Res building Value	AG Out- buildin g Value	Abatemen t %	Abatement Amount House	Abatement Amount Outbuilding Res	Abatement Amount Outbuilding Ag	Total Abatemen t Amount
R18949	1-15081	Lorance, Ethan J, & Brooklyn A	\$279,390			41%	\$13,173	\$0	\$0	\$13,173



# Leavenworth County Commissioners Disaster Relief Determination for:

Property address 22303 227<sup>th</sup> St. Tonganoxie      Date of Occurrence 08-05-2023

Parcel Number: 144-18-0-00-00-012.00-0

Quick Ref: R18949

Tax Id: 1-15081

Applicant (Property owner/taxpayer—nontransferable): Lorance, Ethan J, & Brooklyn A

Mailing Address:

22303 227<sup>th</sup> St.  
Tonganoxie, KS 66086

## Leavenworth County Commissioners' summary of inquiry and findings:

*Check Yes or No for each question.*

Was the structure destroyed or substantially destroyed a homestead or building or improvement?       YES       NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?       YES       NO

Was the homestead or building or improvement destroyed or substantially destroyed?       YES       NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

***(If any above are "NO", no tax abatement can be granted.)***

## Based on the date of this event, check the appropriate tax treatment:

**Abatement:** This event occurred after January 1 but prior to August 15.

**Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

## Documentation provided:

Written estimate of repairs or rebuilding costs by a licensed contractor or insurance adjuster.

Photos

Other: \_\_\_\_\_

**IT IS THEREFORE ORDERED**, based on the above information, the Board of County Commissioners of Leavenworth County grant:

No abatement will be granted.

Abatement \$13,173 assessed value, for **tax year 2023**.

**IT IS FURTHER ORDERED** the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

**IT IS SO ORDERED**, this 28th day of February, 2024.

\_\_\_\_\_, County Commissioner  
Jeff Culbertson, Chairman

Appraiser	_____	_____
	Notes	Date
Clerk	_____	_____
	Notes	Date
Treasurer	_____	_____
	Notes	Date

---

# Quarterly Report

February 28<sup>th</sup> 2024

Prepared By:  
Bob Weber, County Appraiser

## Ongoing Activities

### 1. Appraisal Activities

- a. The county appraiser is required to discover, list and value all real-estate in the county as of January 1<sup>st</sup> of each year. 32,430 Real estate change of value notices will be mailed March 1<sup>st</sup> for the 2024 tax year. Property owners wishing to appeal the valuation on their change of value notice can do so by contacting the County Appraiser's Office within 30 days of the mail date printed on the change of value notice.

#### Parcel Count by Class

Agricultural	3,041	Exempt	754
Commercial	998	Other	5
Exempt Economic Development	4	Residential	22,048
Farm (residential with Ag land)	3,541	Utilities	48
Not for profit (not exempt)	4	Vacant	1,987

- b. On January 11th we sent out approximately 5,000 personal property renditions. As of 2/14/2024 2150 renditions were returned and 1,125 were worked. By state law taxpayers must report all taxable personal property to the County Appraiser by March 15<sup>th</sup> of each year. The county appraiser is required to assess a late filing penalty of 5% per month up to a maximum penalty of 25%. The failure to file penalty is 50% and is assessed after one year. We have been receiving personal property renditions back from taxpayers and are mailing personal property change of value notices as soon as the renditions have been worked. Personal property valuations can be appealed by contacting the County Appraiser's Office by May 15<sup>th</sup>.
- c. Agriculture properties are appraised at their use value. Values for crop ground have decreased an average of 11.5% from 2023 to 2024 in Leavenworth County. Tame grass increased 4%, native grass remained relatively flat. Kansas statutes require the Director of PVD to set values for agricultural land based upon its agricultural income or productivity. State statute requires the use of an 8-year average of landlord's share of net income when computing the income value of Ag land. There is a two-year lag in the data. Data from 2022 is the newest year added for 2024 values.

### 2. Sales and Building Permits

- a. The county wide average sale prices of homes increased 4% from 2022 to 2023. The number of single-family residential sales decreased to 1,221 a 12% decrease from the previous year.
- b. The number of new single-family homes built in the county decreased by 18% from 2021 to 2022.

### 3. Sales Ratio & Sales trends

- a. An analysis of the change in sales ratios compared to the January 1<sup>st</sup> 2023 valuations indicated a 4% annual sales trend for residential properties. Kansas Housing Statistics indicate an annual increase of 4% in housing prices for Kansas.
  
- b. The following are results of sales ratio reports for the county. All properties are appraised every year as of January 1<sup>st</sup>. A sales ratio is conducted by comparing sales prices of properties that sold from January 1<sup>st</sup> through December 31<sup>st</sup> to their appraised value. State compliance standards require the median ratio (appraisal level) on residential and commercial properties be 90% or above and 110% and below. A ratio over 100% indicates properties are over appraised, a ratio under 100% indicates properties are under appraised.

#### **2023 Sale Prices Compared to 1/1/2022 Value**

Group	Median Ratio
<u>Residential</u>	
Total County	94.0%
Leavenworth	92.3%
Lansing	93.0%
Tonganoxie	96.6%
Basehor	96.4%
Rural	93.0%

#### **2022 Sale Prices Compared to 1/1/2023 Value**

Group	Median Ratio
<u>Residential</u>	
Total County	85.5%
Leavenworth	84.4%
Lansing	87.8%
Tonganoxie	86.9%
Basehor	87.5%
Rural	80.4%

**LEAVENWORTH COUNTY AVERAGE SALE PRICES  
SINGLE FAMILY HOMES**

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
1990	\$106,239	\$61,223	\$71,376	735	351
1995	\$126,515	\$80,610	\$87,643	718	322
2000	\$160,902	\$101,149	\$110,696	895	333
2001	\$169,213	\$111,067	\$121,464	939	360
2002	\$182,619	\$114,951	\$127,846	997	446
2003	\$196,422	\$121,585	\$139,997	1,118	446
2004	\$214,988	\$132,909	\$149,511	1,142	452
2005	\$220,834	\$147,679	\$166,922	1,342	572
2006	\$235,155	\$142,104	\$165,060	1,212	479
2007	\$231,150	\$153,753	\$170,752	988	390
2008	\$234,148	\$146,307	\$162,848	855	203
2009	\$237,721	\$149,747	\$163,144	788	180
2010	\$233,575	\$155,912	\$165,241	732	130
2011	\$249,589	\$147,498	\$158,368	695	104
2012	\$229,255	\$144,370	\$152,762	789	131
2013	\$255,949	\$157,696	\$169,582	830	158
2014	\$265,808	\$157,877	\$171,397	930	218
2015	\$261,317	\$166,998	\$181,918	1,081	214
2016	\$280,702	\$176,019	\$190,153	1,222	213
2017	\$295,835	\$188,681	\$204,014	1,217	285
2018	\$308,891	\$198,814	\$213,497	1,282	263
2019	\$323,799	\$210,690	\$225,725	1,320	281
2020	\$335,854	\$236,236	\$252,601	1,400	244
2021	\$374,041	\$266,678	\$282,090	1,435	339
2022	\$462,763	\$291,138	\$315,174	1,221	262
2023	\$489,479	\$305,956	\$329,282	1,069	214

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Leavenworth					
2006	\$224,534	\$106,892	\$127,975	560	148
2007	\$220,742	\$115,014	\$130,756	450	79
2008	\$224,830	\$114,728	\$128,766	400	64
2009	\$227,994	\$110,812	\$127,598	370	66
2010	\$239,458	\$105,406	\$124,737	319	44
2011	\$271,480	\$103,378	\$121,598	285	46
2012	\$247,250	\$112,302	\$120,432	283	21
2013	\$262,129	\$107,529	\$115,237	262	16
2014	\$258,057	\$108,448	\$113,698	276	17
2015	\$256,713	\$111,418	\$116,490	330	12
2016	\$252,583	\$119,388	\$122,438	465	13
2017	\$283,857	\$140,321	\$145,094	421	20
2018	\$347,867	\$142,905	\$146,550	506	17
2019	\$328,108	\$142,408	\$149,655	410	35
2020	\$330,890	\$171,996	\$182,185	514	35
2021	\$365,810	\$183,714	\$194,261	587	30
2022	\$414,905	\$215,799	\$224,095	504	23
2023	\$431,996	\$217,238	\$224,765	428	15
Lansing					
2006	\$260,769	\$161,756	\$186,929	178	37
2007	\$280,329	\$183,067	\$205,568	135	39
2008	\$284,789	\$166,962	\$185,611	139	21
2009	\$290,292	\$159,980	\$182,905	108	30
2010	\$290,143	\$171,267	\$186,126	104	16
2011	\$268,231	\$180,394	\$188,894	94	12
2012	\$297,841	\$172,775	\$188,232	78	22
2013	\$308,584	\$171,814	\$188,519	116	18
2014	\$341,897	\$161,856	\$179,732	120	25
2015	\$329,322	\$168,528	\$186,646	130	11
2016	\$342,083	\$189,509	\$204,180	150	19
2017	\$379,003	\$198,605	\$213,232	185	19
2018	\$352,796	\$218,984	\$227,954	179	13
2019	\$420,577	\$221,218	\$231,937	186	9
2020	\$351,047	\$236,311	\$241,008	172	4
2021	\$370,250	\$270,252	\$271,612	147	2
2022	\$399,900	\$302,388	\$303,095	138	6
2023	\$344,100	\$302,198	\$303,915	122	9

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Tonganoxie					
2006	\$174,011	\$145,397	\$155,897	109	43
2007	\$176,257	\$136,660	\$152,651	104	59
2008	\$176,471	\$141,450	\$155,625	84	23
2009	\$170,880	\$137,062	\$144,276	75	15
2010	\$187,683	\$139,938	\$147,765	61	19
2011	\$188,350	\$130,747	\$135,712	59	7
2012	\$192,244	\$128,632	\$135,074	71	13
2013	\$211,057	\$132,342	\$139,229	73	7
2014	\$215,861	\$145,427	\$151,421	95	17
2015	\$197,035	\$150,411	\$157,616	116	18
2016	\$197,123	\$165,286	\$169,031	125	20
2017	\$231,561	\$162,161	\$179,511	153	56
2018	\$255,732	\$183,716	\$201,480	150	33
2019	\$264,107	\$185,087	\$206,638	143	41
2020	\$256,605	\$204,463	\$218,916	184	36
2021	\$241,662	\$240,995	\$241,153	156	34
2022	\$301,935	\$268,042	\$274,871	134	34
2023	\$393,144	\$288,448	\$307,642	120	21

Basehor					
2006	\$253,225	\$168,633	\$227,696	140	82
2007	\$236,663	\$202,468	\$218,681	116	105
2008	\$259,829	\$195,179	\$224,335	102	45
2009	\$252,190	\$218,076	\$227,992	86	25
2010	\$197,286	\$204,741	\$203,926	64	14
2011	\$215,209	\$187,348	\$189,919	66	14
2012	\$218,784	\$177,209	\$184,768	80	35
2013	\$231,070	\$197,902	\$211,333	119	67
2014	\$246,978	\$203,331	\$223,385	148	105
2015	\$254,383	\$209,860	\$231,782	198	98
2016	\$275,937	\$223,986	\$251,602	196	92
2017	\$285,058	\$252,272	\$265,811	201	97
2018	\$295,460	\$252,876	\$270,156	207	105
2019	\$337,740	\$264,481	\$289,609	207	87
2020	\$368,063	\$293,675	\$319,848	270	65
2021	\$397,773	\$344,065	\$365,508	268	155
2022	\$483,276	\$387,125	\$430,830	209	98
2023	\$495,744	\$391,060	\$429,221	203	68



Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Rural					
2006	\$265,153	\$198,628	\$209,608	215	166
2007	\$284,561	\$223,296	\$231,132	174	107
2008	\$312,219	\$201,016	\$208,077	122	49
2009	\$306,715	\$218,943	\$224,391	145	44
2010	\$284,158	\$232,786	\$234,801	153	37
2011	\$249,448	\$217,649	\$218,527	145	25
2012	\$310,000	\$213,014	\$213,627	158	40
2013	\$335,930	\$225,878	\$233,134	182	50
2014	\$352,062	\$233,935	\$241,058	199	54
2015	\$341,293	\$246,639	\$253,828	237	75
2016	\$345,168	\$283,744	\$289,256	234	69
2017	\$399,243	\$286,927	\$296,853	215	93
2018	\$421,674	\$309,911	\$321,757	217	84
2019	\$391,653	\$334,769	\$337,980	248	103
2020	\$456,385	\$347,905	\$358,838	258	100
2021	\$494,139	\$428,738	\$434,614	256	117
2022	\$603,117	\$433,279	\$453,442	219	99
2023	\$651,727	\$473,260	\$491,948	191	101

Linwood/ Easton

2010	\$0	\$86,742	\$86,742	4	0
2011	\$0	\$62,950	\$62,950	6	0
2012	\$0	\$71,262	\$71,262	6	0
2013	\$0	\$46,363	\$46,363	4	0
2014	\$0	\$47,290	\$47,290	5	0
2015	\$0	\$54,214	\$54,214	9	0
2016	\$0	\$79,298	\$79,298	8	0
2017	\$0	\$92,150	\$92,150	13	1
2018	\$245,133	\$120,063	\$173,664	14	11
2019	\$244,667	\$145,306	\$187,889	14	7
2020	\$241,432	\$146,144	\$198,553	20	4
2021	\$335,317	\$166,553	\$190,662	21	1
2022	\$275,000	\$225,063	\$228,001	17	2
2023	N/A	\$206,800	\$206,800	5	0

## REAL-ESTATE APPRAISED VALUES

ENTITY	2024	2023	Total % Change	New	Reval % Change	2022 TO	2021 TO	2020 TO	2019 TO	2018 TO
	ASSESSED VALUE	ASSESSED VALUE		Construction and Remodel % Change		2023 VALUE CHANGES	2022 VALUE CHANGES	2021 VALUE CHANGES	2020 VALUE CHANGES	2019 VALUE CHANGES
Total County	1,040,848,114	995,555,669	4.55%	1.78%	2.77%	14.85%	15.2%	8.4%	5.5%	8.3%
Leavenworth City (TD 001, 002, 120, 121, 122,123)	306,936,616	294,868,770	4.09%	0.96%	3.13%	13.02%	13.8%	6.7%	4.7%	4.3%
BASEHOR CITY (TD 004)	136,601,408	127,173,708	7.41%	4.07%	3.34%	18.15%	19.8%	10.9%	6.6%	13.3%
LANSING CITY (TD 007)	122,114,562	116,483,722	4.83%	1.27%	3.56%	11.39%	12.9%	6.2%	4.2%	4.1%
TONGANOXIE CITY (TD 010,130,131)	74,691,206	70,781,160	5.52%	2.45%	3.07%	18.30%	15.1%	9.9%	8.8%	8.7%
Easton (TD 005, 006)	1,001,501	899,136	11.38%	7.32%	4.06%	18.36%	27.9%	2.8%	1.7%	0.3%
Linwood (TD 008, 009)	4,081,031	3,991,470	2.24%	0.60%	1.64%	14.73%	27.1%	14.7%	14.5%	26.6%
Rural	395,421,790	381,357,703	3.69%	1.71%	1.97%	15.68%	15.4%	9.5%	5.7%	11.7%
Total Residential	395,421,790	381,357,703	4.61%	1.74%	2.87%					
Commercial	120,846,631	113,391,592	6.57%	2.52%	4.05%					
<b>Value Increases</b>										
	<b>Average</b>	<b>Median</b>								
Single Family Residential	3.4%	3.0%								
Commercial	5.5%	6.0%								

## **Kansas County Appraisers Association Legislative Platform 2024**

### **KCAA supports the continued reporting of fair market value determinations**

- Taxable values can be determined to be different than fair market value determinations in various ways, but the reporting of appraised fair market values as of January 1 each year is important
  - o KDOR-PVD uses county appraised values to determine the accuracy of those value determinations compared to sale prices
  - o The reporting of annual appraised market values provides transparency for property owners about the current market value of properties - even if the market value is only a portion of the property taxation system
  - o Uniform Standards of Professional Appraisal Practice (USPAP) requires the production of credible results (i.e. a reasonable estimate of market value)
  - o Some small lending institutions use county values to make loan decisions

### **KCAA supports certain personal property taxation changes**

- A one-time filing provision (rather than an annual filing) for most personal property would save time/money for counties and property owners. This would also eliminate the bulk of failure-to-timely-file penalties imposed on personal property owners. The only other reporting of personal property to the appraiser would be when a taxable item is sold or disposed of.
- Some personal property items such as ATVs, golf carts, and small trailers could be considered for exemption from taxation or assessed at a lower rate than the 30% of market value at which they are currently assessed.
- Watercraft assessed at 5% of market value can, in some cases, generate less tax revenue for a County than the County's cost of valuing/taxing such items. An additional fee collected by KDWPPT when a boat is registered, with a portion of that fee then being distributed to the taxing entities, would remove County appraisers from the process of listing/valuing/taxing boats.

### **KCAA opposes the position of county appraiser becoming an elected office**

- Requiring an elected appraiser in each County would remove the ability of locally elected Boards of County Commissioners to share employees with other counties in order to save costs. At last count, 37 Kansas counties share an appraiser with another county.
- Determining property values should not be intermingled with campaign donations. Currently, that possibility does not exist.
- Overseeing appraiser statistical and procedural compliance by PVD could be rendered useless if county appraisers again become locally elected officials. When county appraisers were last elected in Kansas, 0 of 105 counties were in statistical ratio compliance (according to 1974 Legislative Committee minutes).
- The above is a partial list of reasons County Appraisers became appointed officials, rather than elected officials, beginning in 1976.