

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
March 27, 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 March 20, 2024
 - b) Approval of the minutes of the work session of March 20, 2024
 - c) Approval of the schedule for the week April 1, 2024
 - d) Approval of the check register
 - e) Approve and sign the OCB's

- f) Approve Case # DEV-24-007 & 008 Preliminary and Final Plat for Xen Acres
- g) Approve Case # DEV-24-009 & 010 Preliminary and Final Plat for Buck Grove

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the recommendation for allocations from the Leavenworth County-Cities Drug and Alcohol Abuse Council as presented.
- b) Consider a motion for funding for Riverside Resources.
- c) Consider a motion to approve the KDOT Cost Share Grant Program agreement extension for County Road 30/235th Street.
- d) Consider a motion to approve a contract with Ebert Construction for the replacement of bridge A-49 on 211th St. in the amount of \$785,369.00 with a 3.5% contingency.
- e) Consider a motion to approve a contract with Ebert Construction for the replacement of bridge T-34 on 219th St. in the amount of \$765,640.00 with a 3.5% contingency.
- f) Consider a motion to approve a contract with MegaKC Corp for the replacement of box culverts for bridges SH-63, HP-29 and HP-30 in the amount of \$1,564,500.00 with a 3.5% contingency.
- g) Consider a motion to approve the proposal and fee from Finney and Turnipseed for construction engineering inspection on bridge A-60 on 215th Street in the amount of \$25,254.00.

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

IX. ADJOURNMENT

WORK SESSION TO DISCUSS BUILDING AND GROUNDS CAPITAL IMPROVEMENT PLAN

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 25, 2024

9:00 a.m. Certify Presidential Primary Election Results
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Tuesday, March 26, 2024

12:00 p.m. MARC meeting

Wednesday, March 27, 2024

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

Thursday, March 28, 2024

Friday, March 29, 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

*****March 20, 2024*****

The Board of County Commissioners met in a regular session on Wednesday, March 20, 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; Aaron Yoakam, Buildings and Grounds Director; Edd Hingula, Leavenworth City Commission; John Richmeier, Leavenworth Times

City of Basehor: Mayor Dick Drennon, Leslee Rivarola, Maddie Waldeck, Ben Sims, Shari Standiferd

Residents: John Matthews, Steve Vernon

PUBLIC COMMENT:

Steve Vernon commented.

ADMINISTRATIVE BUSINESS:

Aaron Yoakam and Mark Loughry updated the Board about the repairs to the Courthouse.

David Warm and Ron Achelpohl from the Mid-America Regional Council reported on criteria for projects in Leavenworth County.

Commissioner Doug Smith commented on the Planning Commission's work session regarding the Comprehensive Plan.

It was the consensus of the Board to schedule a work session with the Planning Commission regarding the Comprehensive Plan.

A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, March 20, 2024.

Motion passed, 5-0.

Mr. Loughry presented a request to approve the expenditures for the 155th Street project and that they meet the ARPA requirements and authorize disbursement of \$2,000,000.00 to the city of Basehor.

Mayor Dick Drennon and Commissioner Shari Standiferd commented.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to find that the submitted expenditures from the city of Basehor for the 155th Street project meet the ARPA requirements and authorize disbursement of \$2,000,000.00 of ARPA funds to the city of Basehor.

Motion passed, 5-0.

Misty Brown presented Board Order 2024-3, directing the director of Public Works to place stop signs on county roads as needed in accordance with the MUTCD.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve Board Order 2024-3, directing the director of Public Works to place stop signs on county roads as needed in accordance with the Manual on Uniform Traffic Control Devices.

Motion passed, 5-0.

The Commissioners attended the St. Patrick's Day Parade and the State of the City Address for Basehor.

Commissioner Culbertson attended the climate meeting through MARC.

Commissioner Stieben delivered Meals on Wheels and testified in Topeka on the taxation committee.

Commissioner Kaaz delivered Meals on Wheels and attended a transit authority meeting. She also attended the Port Authority meeting, a finance meeting for KCATA, a Workforce Partnership meeting and the Leavenworth City Commission meeting.

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

Motion passed, 5-0.

The Board adjourned at 10:17 a.m.

*****March 20, 2024 *****

The Board of County Commissioners met in a work session on Wednesday, March 20, 2024. Commissioner Culbertson, Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Bill Noll, Infrastructure and Construction Services

The Board held a work session to discuss the Public Works capital improvement plan.

The Board ended the work session at 11:37 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 1, 2024

Tuesday, April 2, 2024

Wednesday, April 3, 2024

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

Thursday, April 4, 2024

3:00 p.m. JCAB Meeting
• Justice Center Basement Training room

Friday, April 5, 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

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
|-------|----------------------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|------------|-------------|----------|
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 340329 | 107659 AP | 03/22/2024 | 4-001-5-53-215 | 4013-01994 UNIFORM RENTAL NOX | 82.79 | | |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 340329 | 107659 AP | 03/22/2024 | 4-001-5-53-215 | 4013-01994 UNIFORM RENTAL NOX | 83.12 | | |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 340329 | 107659 AP | 03/22/2024 | 4-001-5-53-215 | 4013-01994 UNIFORM RENTAL NOX | 83.12 | | |
| 4120 | ACE IMAGEWEAR | AAA LAUNDRY & LINEN SUPPLY CO | 340329 | 107659 AP | 03/22/2024 | 4-001-5-53-215 | 4013-01994 UNIFORM RENTAL NOX | 113.12 | | |
| | | | | | | | | *** VENDOR | 4120 TOTAL | 362.15 |
| 20588 | ADVANTAGE | ADVANTAGE PRINTING | 340330 | 107660 AP | 03/22/2024 | 4-001-5-05-287 | 381 WINDOW ENVELOPES - EMS | 282.00 | | |
| 20588 | ADVANTAGE | ADVANTAGE PRINTING | 340330 | 107660 AP | 03/22/2024 | 4-001-5-05-287 | 381 WINDOW ENVELOPES - EMS | 316.00 | | |
| | | | | | | | | *** VENDOR | 20588 TOTAL | 598.00 |
| 249 | AMBERWELL | ATCHISON HOSPITAL | 340331 | 107661 AP | 03/22/2024 | 4-001-5-28-212 | HUMAN RESOURCES EMPLOYEE TESTI | 185.00 | | |
| 1523 | BOB BARKER | BOB BARKER CO INC | 340333 | 107663 AP | 03/22/2024 | 4-001-5-07-359 | LEAKS4 JAIL SUPPLIES | 539.10 | | |
| 36 | CAHILL PAT | PATRICK J CAHILL | 340334 | 107664 AP | 03/22/2024 | 4-001-5-09-231 | COURT APPOINTED ATTORNEY | 3,000.00 | | |
| 362 | CASAD BENJAMIN | BENJAMIN CASAD | 340335 | 107665 AP | 03/22/2024 | 4-001-5-09-231 | COURT APPOINTED ATTORNEY | 3,000.00 | | |
| 5637 | CLEARWATER ENTERPRIS | CLEARWATER ENTERPRISES,LLC | 340338 | 107668 AP | 03/22/2024 | 4-001-5-05-215 | 20642-0317B24244 GAS SERVICE | 460.31 | | |
| 5637 | CLEARWATER ENTERPRIS | CLEARWATER ENTERPRISES,LLC | 340338 | 107668 AP | 03/22/2024 | 4-001-5-14-220 | 20612-12019039952402 GAS SERVI | 1,624.99 | | |
| 5637 | CLEARWATER ENTERPRIS | CLEARWATER ENTERPRISES,LLC | 340338 | 107668 AP | 03/22/2024 | 4-001-5-32-392 | 20642-12019296502402 GAS SERVI | 3,292.41 | | |
| | | | | | | | | *** VENDOR | 5637 TOTAL | 5,377.71 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-05-215 | WASTE MGMT EMS 9102 TRASH | 213.72 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-07-208 | WASTE MGMT - LVSO DUMPSTER | 660.08 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-07-210 | AT&T LVSO 5018 | 92.46 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-07-210 | AT&T LVSO 1313 | 283.41 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-11-205 | KTA - COUNTY ATTORNEY | 5.25 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-14-220 | FREESTATE ELEC SVC 725 LAMING | 956.73 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-49-343 | AMAZON - FREEZER BAGS FOR ELEC | 112.08 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-001-5-53-207 | WASTE MGMT - NOX WEED TRASH | 80.37 | | |
| | | | | | | | | *** VENDOR | 648 TOTAL | 2,404.10 |
| 5362 | DIAMOND DRUGS | DIAMOND DRUGS,INC | 340287 | 107650 AP | 03/20/2024 | 4-001-5-07-219 | KSLV INMATE PRESCRIPTIONS FEB | 3,020.41 | | |
| 21300 | DIST CT EMPL REIMB | HONORABLE JOHN JAMES BRYANT JR | 340269 | 107643 AP | 03/16/2024 | 4-001-5-19-213 | REPL CK 107103 REIM CLE | 65.00 | | |
| 30100 | ELECTION WORKER | CARLOS WILSON | 340340 | 107670 AP | 03/22/2024 | 4-001-5-49-343 | ELECTION NIGHT SERVICES | 100.00 | | |
| 30100 | ELECTION WORKER | BROCK HUTCHISON | 340341 | 107671 AP | 03/22/2024 | 4-001-5-49-343 | ELECTION NIGHT SERVICES | 100.00 | | |
| 30100 | ELECTION WORKER | HELEN KLINKENBERG | 340342 | 107672 AP | 03/22/2024 | 4-001-5-49-343 | REIM ELECTION MILEAGE PPP BALL | 80.40 | | |
| 30100 | ELECTION WORKER | GERARD OVERBEY | 340343 | 107673 AP | 03/22/2024 | 4-001-5-49-343 | PPP AUDIT BOARD | 50.00 | | |
| 30100 | ELECTION WORKER | MIKE GRISWOLD | 340344 | 107674 AP | 03/22/2024 | 4-001-5-49-343 | PPP AUDIT BOARD | 50.00 | | |
| | | | | | | | | *** VENDOR | 30100 TOTAL | 380.40 |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-001-5-05-215 | ELEC SVC EMS 9101 | 513.99 | | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-001-5-05-215 | ELEC SVC EMS ADMIN | 758.68 | | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-001-5-53-219 | ELEC SVC NOX WEED | 277.21 | | |
| | | | | | | | | *** VENDOR | 8686 TOTAL | 1,549.88 |
| 8726 | FAGAN COMPANY | FAGAN COMPANY | 340345 | 107675 AP | 03/22/2024 | 4-001-5-32-209 | 24520 JUSTICE CENTER CHILLER S | 1,321.02 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 150.00 | | |
| 2410 | FIRST CALL INC | FIRST CALL INC | 340346 | 107676 AP | 03/22/2024 | 4-001-5-13-211 | INV 16895 FEB TRANSPORTS | 400.00 | | |
| | | | | | | | | *** VENDOR | 2410 TOTAL | 2,050.00 |
| 656 | FLOYD, JAMES | JAMES ANTWONE FLOYD | 340347 | 107677 AP | 03/22/2024 | 4-001-5-09-231 | COURT APPOINTED ATTORNEY | 3,000.00 | | |

START DATE: 03/16/2024 END DATE: 03/22/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | |
|------|---------------|-------------------------------|------------|-----------|------------|----------------|--------------------------------|-----------|----------|
| 1941 | HALLEY | LAW OFFICE OF E ELAINE HALLEY | 340348 | 107678 AP | 03/22/2024 | 4-001-5-09-231 | COURT APPOINTED ATTORNEY | | 3,000.00 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 60.00 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 45.00 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 37.50 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 52.50 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 37.50 |
| 671 | HARRIS, TERRI | TERRI L HARRIS | 340349 | 107679 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-COURT APPOIN | | 37.50 |
| | | | | | | | *** VENDOR | 671 TOTAL | 270.00 |
| 99 | JUROR | | | | | | | | |

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
|------|-------------|---------------------------|--------|-----------|------------|----------------|-------------------------------|----------|----------|--|
| 99 | JUROR | | | | | | | | | |
| | | | | | | | *** VENDOR | 99 TOTAL | 3,291.60 | |
| 565 | KA-COMM INC | KA-COMM INC | 340404 | 107734 AP | 03/22/2024 | 4-001-5-07-213 | BUILD FOR UNITS 145 AND 146 | 642.61 | | |
| 6022 | KACSO | KACSO ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |

warrants by vendor

START DATE: 03/16/2024 END DATE: 03/22/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | | P.O.NUMBER | CHECK# | | | | | | |
|-------|---------------------|--------------------------------|---------------------|------------|-----------|------------|----------------|--------------------------------|------------|-------------|----------|
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 115.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| 6022 | KACSO | KACSO | ATTN: JULIE WHITNEY | 340405 | 107735 AP | 03/22/2024 | 4-001-5-19-203 | 2024 SPRING CONF REGISTRATION | 135.00 | | |
| | | | | | | | | | *** VENDOR | 6022 TOTAL | 1,060.00 |
| 2017 | KANSAS BAR | KANSAS BAR ASSOCIATION | | 340288 | 107651 AP | 03/20/2024 | 4-001-5-11-203 | COUNTY ATTORNEY 2024 MEMBERSHI | 170.00 | | |
| 2017 | KANSAS BAR | KANSAS BAR ASSOCIATION | | 340288 | 107651 AP | 03/20/2024 | 4-001-5-11-203 | COUNTY ATTORNEY 2024 MEMBERSHI | 130.00 | | |
| 2017 | KANSAS BAR | KANSAS BAR ASSOCIATION | | 340288 | 107651 AP | 03/20/2024 | 4-001-5-11-203 | COUNTY ATTORNEY 2024 MEMBERSHI | 170.00 | | |
| | | | | | | | | | *** VENDOR | 2017 TOTAL | 470.00 |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | | 340295 | 109 | 03/20/2024 | 4-001-5-14-220 | 510614745 1628631 73 GAS TRANS | 817.15 | | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | | 340295 | 109 | 03/20/2024 | 4-001-5-32-392 | 510614745 1628631 73 GAS TRANS | 1,631.76 | | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | | 340295 | 109 | 03/20/2024 | 4-001-5-33-392 | 510614745 1562996 18 GAS TRANS | 731.31 | | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | | 340295 | 109 | 03/20/2024 | 4-001-5-33-392 | 510614745 1562996 18 GAS TRANS | 107.26 | | |
| | | | | | | | | | *** VENDOR | 66366 TOTAL | 3,287.48 |
| 11469 | KANSAS JUD | KANSAS JUDICIAL COUNCIL | | 340406 | 107736 AP | 03/22/2024 | 4-001-5-19-301 | DIST CT CD PROBATE FORMS 2024 | 95.00 | | |
| 804 | KC AIR FILTER | KANSAS CITY AIR FILTER LLC | | 340407 | 107737 AP | 03/22/2024 | 4-001-5-31-312 | FILTERS CH,JC,CU | 320.30 | | |
| 804 | KC AIR FILTER | KANSAS CITY AIR FILTER LLC | | 340407 | 107737 AP | 03/22/2024 | 4-001-5-32-391 | FILTERS CH,JC,CU | 509.55 | | |
| 804 | KC AIR FILTER | KANSAS CITY AIR FILTER LLC | | 340407 | 107737 AP | 03/22/2024 | 4-001-5-33-391 | FILTERS CH,JC,CU | 210.63 | | |
| | | | | | | | | | *** VENDOR | 804 TOTAL | 1,040.48 |
| 1138 | KELLER FIRE SAFETY | KELLER FIRE SAFETY | | 340409 | 107739 AP | 03/22/2024 | 4-001-5-33-266 | CUSHING SVC CALL - NEEDS TAMPE | 470.00 | | |
| 227 | LABORATORY | LABORATORY CORPORATION OF AMER | | 340410 | 107740 AP | 03/22/2024 | 4-001-5-07-219 | 15273495 INMATE MEDICAL BILL | 149.18 | | |
| 227 | LABORATORY | LABORATORY CORPORATION OF AMER | | 340410 | 107740 AP | 03/22/2024 | 4-001-5-07-219 | 15273495 INMATE MEDICAL BILL | 44.42 | | |
| | | | | | | | | | *** VENDOR | 227 TOTAL | 193.60 |
| 745 | LEAV CO MUTUAL AID | LEAVENWORTH CO MUTUAL AID FIRE | | 340411 | 107741 AP | 03/22/2024 | 4-001-5-05-203 | 2024 DUES | 420.00 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | | 340412 | 107742 AP | 03/22/2024 | 4-001-5-02-301 | BALLOT BOX STAMPS, PAPER+ | 59.09 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | | 340412 | 107742 AP | 03/22/2024 | 4-001-5-19-301 | DIST CT CSO OFFICE SUPPLIES | 1,066.36 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | | 340412 | 107742 AP | 03/22/2024 | 4-001-5-49-301 | BALLOT BOX STAMPS, PAPER+ | 48.40 | | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | | 340412 | 107742 AP | 03/22/2024 | 4-001-5-49-343 | BALLOT BOX STAMPS, PAPER+ | 44.50 | | |
| | | | | | | | | | *** VENDOR | 4755 TOTAL | 1,218.35 |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-06-218 | 21250 PUBLIC NOTICES, RESOLUTI | 19.57 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-06-218 | 21250 PUBLIC NOTICES, RESOLUTI | 5.79 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-06-218 | 21250 PUBLIC NOTICES, RESOLUTI | 13.18 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-06-218 | 21250 PUBLIC NOTICES, RESOLUTI | 10.19 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-06-218 | 21250 DEV24-001 LEGAL NOTICE | 14.18 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-19-217 | 24156 LEGAL NOTICE 2023JC30004 | 41.94 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-19-217 | 24156 LEGAL NOTICE 23JC300047- | 40.74 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-19-217 | 24156 LEGAL NOTICE 2023JC067-0 | 41.94 | | |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | | 340413 | 107743 AP | 03/22/2024 | 4-001-5-49-345 | USD 458 MAIL BALLOT PUBLICATIO | 144.00 | | |
| | | | | | | | | | *** VENDOR | 537 TOTAL | 331.53 |
| 17197 | MIAMI CO A | MIAMI COUNTY ATTORNEY | | 340415 | 107745 AP | 03/22/2024 | 4-001-5-19-222 | REVIEW FEE 3/7/24 MI2021CT083 | 50.00 | | |
| 2666 | MISC REIMBURSEMENTS | JOE TAVANO | | 340417 | 107747 AP | 03/22/2024 | 4-001-5-11-205 | REIMB FUEL - WEX CARD DIDN'T W | 25.00 | | |
| 2666 | MISC REIMBURSEMENTS | FRAN KEPPLER | | 340418 | 107748 AP | 03/22/2024 | 4-001-5-14-228 | REIM MILEAGE - BUDGET TRAINING | 229.14 | | |
| | | | | | | | | | *** VENDOR | 2666 TOTAL | 254.14 |
| 2962 | MOTOROLA SOLUTIONS | MOTOROLA SOLUTIONS CREDIT CO | | 340419 | 107749 AP | 03/22/2024 | 4-001-5-07-265 | 1000301747 ANNUAL MAINT TO JUL | 165,963.00 | | |
| 4049 | NIJO | NATL INSTITUTE FOR JAIL OPERAT | | 340422 | 107752 AP | 03/22/2024 | 4-001-5-07-208 | AARMS AUDIT/INSPECTION TO FEB | 2,100.00 | | |
| 196 | OLSSON | OLSSON, INC | | 340423 | 107753 AP | 03/22/2024 | 4-001-5-06-206 | 019-28310 ENG SERVICES THU 2.3 | 874.25 | | |
| 8801 | OSBORN JOSEPH | OSBORN LAW OFFICE | | 340424 | 107754 AP | 03/22/2024 | 4-001-5-09-231 | COURT APPOINTED ATTORNEY | 16,965.00 | | |
| 427 | PEMBLE | JORDAN PEMBLE | | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 105.00 | | |
| 427 | PEMBLE | JORDAN PEMBLE | | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 37.50 | | |

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | |
|----------------------|--------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|----------|--|
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 52.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 37.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 75.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 112.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 82.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 82.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 255.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 7.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 52.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 30.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 150.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 75.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 15.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 82.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 217.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 60.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 45.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 75.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 165.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 45.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 30.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 82.50 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 45.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 435.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 105.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 195.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 45.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 75.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 150.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 360.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 90.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 135.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 1,185.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 150.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 900.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 15.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 30.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 210.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 300.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 30.00 | |
| 427 | PEMBLE | JORDAN PEMBLE | 340425 | 107756 AP | 03/22/2024 | 4-001-5-09-231 | CONFLICT ATTORNEY-VARIOUS CINC | 195.00 | |
| *** VENDOR 427 TOTAL | | | | | | | | 6,622.50 | |
| 521 | POLL | TRINITY LUTHERAN CHURCH | 340426 | 107757 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |
| 770 | POLL | BASEHOR UNITED METHODIST CHURC | 340427 | 107758 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 773 | POLL | FIRST BAPTIST CHURCH OF BASEHO | 340428 | 107759 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 865 | POLL | WEST HAVEN BAPTIST CHURCH | 340429 | 107760 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 866 | POLL | CALVARY BAPTIST CHURCH | 340430 | 107761 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |
| 1466 | POLL | LEAVENWORTH BAPTIST CHURCH | 340431 | 107762 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |
| 1791 | POLL | FIRST BAPTIST CHURCH | 340432 | 107763 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 150.00 | |
| 1794 | POLL | ST LAWRENCE HALL | 340433 | 107764 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |
| 1799 | POLL | SACRED HEART CHURCH | 340434 | 107765 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 2615 | POLL | SACRED HEART-ST. CASIMIR PARIS | 340435 | 107766 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |

warrants by vendor

START DATE: 03/16/2024 END DATE: 03/22/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | |
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| 10219 | POLL | LINWOOD COMMUNITY DEVELOPMENT | 340436 | 107767 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 150.00 | |
| 11608 | POLL | ST FRANCIS DE SALES CATHOLIC | 340437 | 107768 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 100.00 | |
| 14745 | POLL | RISEN SAVIOR LUTHERAN CHURCH | 340438 | 107769 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 26830 | POLL | HIGH PRAIRIE CHURCH | 340439 | 107770 AP | 03/22/2024 | 4-001-5-49-343 | PRESIDENTIAL PREFERENCE PRIMAR | 50.00 | |
| 535 | PRECISE DUCT | GABRIEL WAYNE MENDEZ | 340440 | 107771 AP | 03/22/2024 | 4-001-5-07-208 | CLEANED DRYER VENTS IN JAIL | 500.00 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-301 | 8333027 LVSO OFFICE AND JANITO | 33.99 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-355 | 8333027 LV SHERIFF - JANITORIA | 584.55 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-355 | 8333027 LV SHERIFF - JANITORIA | 493.87 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-355 | 8333027 LV SHERIFF - JANITORIA | 493.87 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-355 | 8333027 LVSO OFFICE AND JANITO | 39.99 | |
| 7098 | QUILL CORP | QUILL CORP | 340441 | 107772 AP | 03/22/2024 | 4-001-5-07-355 | 8333027 LVSO JANITORIAL SUPPLY | 1,694.85 | |
| | | | | | | | *** VENDOR 7098 TOTAL | | 2,353.38 |
| 6713 | REILLY & S | REILLY & SONS INC | 340442 | 107773 AP | 03/22/2024 | 4-001-5-06-220 | 3723 CODES COURT ADMIN NOTARY | 75.00 | |
| 6713 | REILLY & S | REILLY & SONS INC | 340442 | 107773 AP | 03/22/2024 | 4-001-5-07-203 | 3723 LV SHERIFF - NOTARY - DP | 112.00 | |
| | | | | | | | *** VENDOR 6713 TOTAL | | 187.00 |
| 2537 | SOLARWINDS | SOLARWINDS | 340444 | 107775 AP | 03/22/2024 | 4-001-5-18-254 | SW21855514 MAINTENANCE RENEWAL | 445.00 | |
| 113 | SUMNERONE INC | SUMNERONE INC | 340445 | 107776 AP | 03/22/2024 | 4-001-5-42-301 | 50COL2 COPIES - GIS | 15.40 | |
| 376 | SYMMETRY | ATHENS ENERGY SERVICES HOLDING | 340447 | 107778 AP | 03/22/2024 | 4-001-5-33-392 | 413714 GAS SERVICE CUSHING | 2,090.92 | |
| 829 | THOMSON REUTERS | THOMSON REUTERS - WEST | 340448 | 107779 AP | 03/22/2024 | 4-001-5-09-209 | 1005824053 ONLINE SOFTWARE SUB | 216.00 | |
| 829 | THOMSON REUTERS | THOMSON REUTERS - WEST | 340292 | 107655 AP | 03/20/2024 | 4-001-5-11-210 | 1000590171 WEST INFORMATION CH | 946.40 | |
| | | | | | | | *** VENDOR 829 TOTAL | | 1,162.40 |
| 2 | WATER DEPT | WATER DEPT | 340449 | 107780 AP | 03/22/2024 | 4-001-5-05-215 | WATER SVC EMS 9103 | 60.71 | |
| 2 | WATER DEPT | WATER DEPT | 340294 | 107657 AP | 03/20/2024 | 4-001-5-32-392 | WATER SVC 514 S 2ND ST | 15.60 | |
| | | | | | | | *** VENDOR 2 TOTAL | | 76.31 |
| 100 | WITNESS LIST | | | | | | *** VENDOR 100 TOTAL | | 377.64 |
| | | | | | | | TOTAL FUND 001 | | 243,880.36 |
| ----- | | | | | | | | | |
| 2666 | MISC REIMBURSEMENTS | MICAH BRAY | 340416 | 107746 AP | 03/22/2024 | 4-104-5-00-212 | REIM SHIRTS FOR ST PATRICKS DA | 35.88 | |
| | | | | | | | TOTAL FUND 104 | | 35.88 |
| ----- | | | | | | | | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-108-5-00-219 | AT&T MOBILITY - HEALTH DEPT | 165.24 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-108-5-00-219 | ELEC SVC HEALTH DEPT/WIC | 569.01 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-108-5-00-606 | ELEC SVC HEALTH DEPT/WIC | 189.67 | |
| | | | | | | | *** VENDOR 8686 TOTAL | | 758.68 |
| 6539 | MTI SECURITY | A&M SECURITY SOLUTIONS INC | 340420 | 107750 AP | 03/22/2024 | 4-108-5-00-219 | 2465 - 17026274 HEALTH DEPT SV | 95.00 | |
| | | | | | | | TOTAL FUND 108 | | 1,018.92 |
| ----- | | | | | | | | | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 340336 | 107666 AP | 03/22/2024 | 4-115-5-00-409 | 3773122 HARDWARE/SOFTWARE | 4,401.38 | |

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
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| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 340336 | 107666 AP | 03/22/2024 | 4-115-5-00-409 | 3773122 | HARDWARE/SOFTWARE | 191.30 | |
| | | | | | | | | | *** VENDOR 24545 TOTAL | 4,592.68 |
| 2962 | MOTOROLA SOLUTIONS | MOTOROLA SOLUTIONS CREDIT CO | 340291 | 107654 AP | 03/20/2024 | 4-115-5-00-408 | 1000301747 | PROGRAMMING/INSTALL | 34,971.30 | |
| 2367 | 911 CUSTOM LLC | 911 CUSTOM LLC | 340462 | 107793 AP | 03/22/2024 | 4-115-5-00-436 | | UPFIT EMS VEHICLES | 764.85 | |
| 2367 | 911 CUSTOM LLC | 911 CUSTOM LLC | 340462 | 107793 AP | 03/22/2024 | 4-115-5-00-436 | | UPFIT EMS VEHICLES | 764.85 | |
| | | | | | | | | | *** VENDOR 2367 TOTAL | 1,529.70 |
| | | | | | | | | | TOTAL FUND 115 | 41,093.68 |
| ----- | | | | | | | | | | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 340336 | 107666 AP | 03/22/2024 | 4-118-5-00-301 | 3773122 | SCANNER ROLLER KIT | 54.17 | |
| | | | | | | | | | TOTAL FUND 118 | 54.17 |
| ----- | | | | | | | | | | |
| 1220 | CULLIGAN OF GREATER | CULLIGAN OF GREATER KANSAS CIT | 340339 | 107669 AP | 03/22/2024 | 4-126-5-00-225 | 1220762 | WATER/COOLER RENTAL | 42.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 50.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 75.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 100.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 50.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 25.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 100.00 | |
| 207 | SUNFLOWER HEALING | KATHRYN KAY LUNA | 340446 | 107777 AP | 03/22/2024 | 4-126-5-00-705 | | DV CLASSES (ADT COMM CORR | 25.00 | |
| | | | | | | | | | *** VENDOR 207 TOTAL | 425.00 |
| | | | | | | | | | TOTAL FUND 126 | 467.00 |
| ----- | | | | | | | | | | |
| 5637 | CLEARWATER ENTERPRIS | CLEARWATER ENTERPRISES,LLC | 340338 | 107668 AP | 03/22/2024 | 4-133-5-00-304 | 3-26 20642-5600012402 | GAS SERV | 633.88 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-133-5-00-251 | 3-23 | ELEC SVC CO SHOP ET AL | 773.73 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-133-5-00-251 | 3-23 | ELEC SVC CO SHOP ET AL | 529.12 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-133-5-00-251 | 3-23 | ELEC SVC CO SHOP ET AL | 25.30 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 340464 | 111 | 03/22/2024 | 4-133-5-00-251 | 3-23 | ELEC SVC CO SHOP ET AL | 280.41 | |
| | | | | | | | | | *** VENDOR 8686 TOTAL | 1,608.56 |
| 28336 | KC BOBCAT | KC BOBCAT | 340408 | 107738 AP | 03/22/2024 | 4-133-5-00-360 | 3-31 | INJECTORS FOR #108 (INSTA | 5,644.50 | |
| 2666 | MISC REIMBURSEMENTS | GARY HEIM | 340281 | 107646 AP | 03/19/2024 | 3-133-5-00-201 | | REPL CK 102969 PER DIEM E D EN | 60.00 | |
| 2666 | MISC REIMBURSEMENTS | GARY HEIM | 340281 | 107646 AP | 03/19/2024 | 3-133-5-00-201 | | REPL CK 102969 PER DIEM E D EN | 52.00 | |
| | | | | | | | | | *** VENDOR 2666 TOTAL | 112.00 |
| 781 | NEW FRONTIER | NEW FRONTIER MATERIALS LLC | 340421 | 107751 AP | 03/22/2024 | 4-133-5-00-361 | 3-28 166713 | TRAP ROCK | 25,057.25 | |
| 196 | OLSSON | OLSSON, INC | 340423 | 107753 AP | 03/22/2024 | 4-133-5-00-213 | 3-19 019-28310 | PROF SERVICES | 1,199.25 | |
| 632 | RWD 8 | RURAL WATER DIST NO 8 | 340443 | 107774 AP | 03/22/2024 | 4-133-5-00-214 | 3-25 | WATER SERVICE AT SHOP | 94.33 | |
| 632 | RWD 8 | RURAL WATER DIST NO 8 | 340443 | 107774 AP | 03/22/2024 | 4-133-5-00-214 | 3-25 | WATER SERVICE AT SHOP | 357.48 | |
| | | | | | | | | | *** VENDOR 632 TOTAL | 451.81 |
| | | | | | | | | | TOTAL FUND 133 | 34,707.25 |
| ----- | | | | | | | | | | |
| 1220 | CULLIGAN OF GREATER | CULLIGAN OF GREATER KANSAS CIT | 340339 | 107669 AP | 03/22/2024 | 4-136-5-00-203 | 1274542 | WATER/COOLER SERVICE | 21.00 | |
| 1220 | CULLIGAN OF GREATER | CULLIGAN OF GREATER KANSAS CIT | 340339 | 107669 AP | 03/22/2024 | 4-136-5-00-223 | 1274542 | WATER/COOLER SERVICE | 21.00 | |
| | | | | | | | | | *** VENDOR 1220 TOTAL | 42.00 |
| | | | | | | | | | TOTAL FUND 136 | 42.00 |
| ----- | | | | | | | | | | |
| 2621 | CAFE | TERRY BOOKER | 340286 | 107649 AP | 03/20/2024 | 4-145-5-00-256 | COA MEALS RESERVED 3/1-3/15 | | 2,899.00 | |
| 2621 | CAFE | TERRY BOOKER | 340286 | 107649 AP | 03/20/2024 | 4-145-5-00-256 | COA MEALS RESERVED 3/1-3/15 | | 14,469.00 | |
| 2621 | CAFE | TERRY BOOKER | 340286 | 107649 AP | 03/20/2024 | 4-145-5-00-256 | COA MEALS RESERVED 3/1-3/15 | | 14,313.00 | |
| | | | | | | | | | *** VENDOR 2621 TOTAL | 31,681.00 |
| | | | | | | | | | TOTAL FUND 145 | 31,681.00 |
| ----- | | | | | | | | | | |
| 27101 | CENTRAL PO | CENTRAL POWER SYSTEMS & SERVIC | 340337 | 107667 AP | 03/22/2024 | 4-153-5-00-3 | 3-1 12261 | TRANSMISSION REPAIR | 15,262.88 | |
| | | | | | | | | | TOTAL FUND 153 | 15,262.88 |

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | P.O.NUMBER | CHECK# | | | | | | | |
|-------|----------------------|--------------------------------|--------|-----------|------------|----------------|--------------------------------|------------------|------------|------------|
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 340463 | 110 | 03/22/2024 | 4-160-5-00-204 | HAMM, INC FEBRUARY LANDFILL CH | 86,737.56 | | |
| 9271 | LANSING CI | CITY OF LANSING | 340289 | 107652 AP | 03/20/2024 | 4-160-5-00-210 | SEWER SERVICE SWM | 34.80 | | |
| 2007 | WIRENUTS | WIRENUTS | 340450 | 107781 AP | 03/22/2024 | 4-160-5-00-263 | TRANSFER STATION RELOCATE GATE | 2,180.00 | | |
| 2007 | WIRENUTS | WIRENUTS | 340450 | 107781 AP | 03/22/2024 | 4-160-5-00-263 | TRANSFER STATION RELOCATE GATE | 184.75 | | |
| 2007 | WIRENUTS | WIRENUTS | 340450 | 107781 AP | 03/22/2024 | 4-160-5-00-263 | TRANSFER STATION RELOCATE GATE | 670.80 | | |
| | | | | | | | | *** VENDOR | 2007 TOTAL | 3,035.55 |
| | | | | | | | | TOTAL FUND 160 | | 89,807.91 |
| 2138 | ABSOLUTE COMFORT TEC | ABSOLUTE COMFORT TECHNOLOGIES | 340328 | 107658 AP | 03/22/2024 | 4-174-5-00-210 | JC TOWER TRANSFER SWITCH REPL | 2,788.11 | | |
| 8020 | APCO INT'L | APCO INTERNATIONAL | 340332 | 107662 AP | 03/22/2024 | 4-174-5-00-202 | 232848I PST 1 7TH ED INSTR REC | 95.00 | | |
| 1737 | AT&T-CAROL STREAM IL | AT&T | 340285 | 107648 AP | 03/20/2024 | 4-174-5-00-210 | KDOT SITE BONNER | 366.30 | | |
| 1737 | AT&T-CAROL STREAM IL | AT&T | 340285 | 107648 AP | 03/20/2024 | 4-174-5-00-210 | KDOT SITE BONNER | 436.78 | | |
| | | | | | | | | *** VENDOR | 1737 TOTAL | 803.08 |
| 1991 | MARC | MID-AMERICA REGIONAL COUNCIL | 340414 | 107744 AP | 03/22/2024 | 4-174-5-00-210 | FEB 2023 911 EXPENSES | 32,664.59 | | |
| | | | | | | | | TOTAL FUND 174 | | 36,350.78 |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 340295 | 109 | 03/20/2024 | 4-195-5-00-290 | 510614745 1628631 73 GAS TRANS | 142.88 | | |
| 11982 | UNIFIED GO | WYANDOTTE COUNTY SHERIFF | 340293 | 107656 AP | 03/20/2024 | 4-195-5-00-3 | FEBRUARY JUVENILE HOUSING | 9,000.00 | | |
| 2 | WATER DEPT | WATER DEPT | 340294 | 107657 AP | 03/20/2024 | 4-195-5-00-290 | WATER SVC COMM CORR | 45.79 | | |
| | | | | | | | | TOTAL FUND 195 | | 9,188.67 |
| 760 | AETNA VOL | AETNA LIFE INSURANCE COMPANY | 340284 | 107647 AP | 03/20/2024 | 4-510-2-00-958 | A5905-0001 MARCH VOLUNTARY PRE | 2,265.84 | | |
| 760 | AETNA VOL | AETNA LIFE INSURANCE COMPANY | 340284 | 107647 AP | 03/20/2024 | 4-510-2-00-958 | A5905-0001 MARCH VOLUNTARY PRE | 3,134.10 | | |
| 760 | AETNA VOL | AETNA LIFE INSURANCE COMPANY | 340284 | 107647 AP | 03/20/2024 | 4-510-2-00-958 | A5905-0001 MARCH VOLUNTARY PRE | 2,022.60 | | |
| | | | | | | | | *** VENDOR | 760 TOTAL | 7,422.54 |
| 268 | LIFELOCK | GEN DIGITAL, INC. | 340290 | 107653 AP | 03/20/2024 | 4-510-2-00-941 | 1247233 MARCH LIFELOCK PREMIUM | 2,149.16 | | |
| | | | | | | | | TOTAL FUND 510 | | 9,571.70 |
| | | | | | | | | TOTAL ALL CHECKS | | 513,162.20 |

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

| | | |
|-----|---------------------------------|------------|
| 001 | GENERAL | 243,880.36 |
| 104 | DRUG PROSECUTOR'S FUND | 35.88 |
| 108 | COUNTY HEALTH | 1,018.92 |
| 115 | EQUIPMENT RESERVE | 41,093.68 |
| 118 | TREASURER TECH FUND | 54.17 |
| 126 | COMM CORR ADULT | 467.00 |
| 133 | ROAD & BRIDGE | 34,707.25 |
| 136 | COMM CORR JUVENILE | 42.00 |
| 145 | COUNCIL ON AGING | 31,681.00 |
| 153 | PUBLIC WORKS,EQUIP.RESERVE FUND | 15,262.88 |
| 160 | SOLID WASTE MANAGEMENT | 89,807.91 |
| 174 | 911 | 36,350.78 |
| 195 | JUVENILE DETENTION | 9,188.67 |
| 510 | PAYROLL CLEARING | 9,571.70 |
| | TOTAL ALL FUNDS | 513,162.20 |

Consent Agenda for 3.27.24 cks dated 03.16 - 03.22

**Leavenworth County
Request for Board Action
Case No. DEV-24-007/008
Preliminary & Final Plat Xen Acres**

Date: March 27, 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**

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-008 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to divide a 68.8 acre parcel into three (3) 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 approximately 40 acres in size. Lots 2 and 3 will be approximately 10 acres in size. All lots meet the requirements for the RR-2.5 zoning district. The north 9.91 acres was divided via Tract Split in 2022. Staff is generally in support.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-24-007/008, Preliminary and Final Plat for Xen Acres subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-008, Final Plat for Xen Acres, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-008, Final Plat for Xen Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-008, Final Plat for Xen Acres, 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-24-009 & 010 Xen Acres

March 13, 2024

REQUEST: *Consent Agenda*

Preliminary Plat Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 16160 Loring Rd.



APPLICANT/APPLICANT AGENT:

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

PROPERTY OWNER:

Sally Ingels
16160 Loring Rd
Bonner Springs, KS 66012

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:

RR-2.5

LEGAL DESCRIPTION:

A Minor Subdivision in the Southeast Quarter of Section 10, Township 12 South, Range 22 East of the 6th P.M., in Leavenworth County KS.

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-007 & 008, Preliminary & Final Plat for Xen Acres, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-007 & 008, Preliminary & Final Plat for Xen Acres to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 68.80 ACRES

PARCEL ID NO:

232-10-0-00-00-020.00

BUILDINGS:

Existing Residence & Multiple Outbuildings

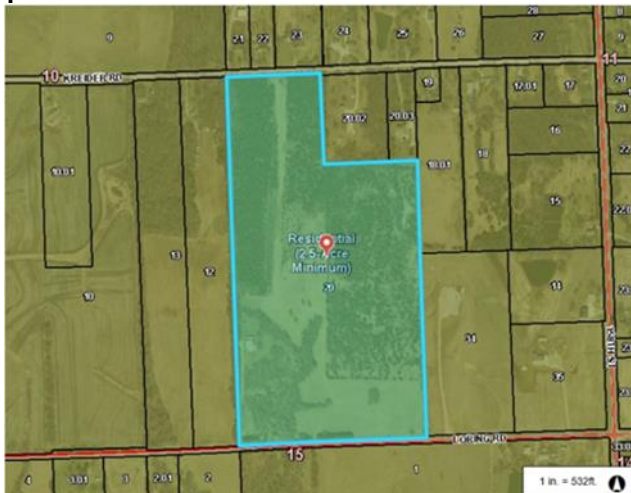
PROJECT SUMMARY:

Request for a final plat approval to subdivide property located at 16160 Loring Rd (232-10-0-00-00-020) as Lots 1 through 3 of Xen Acres.

ACCESS/STREET:

Loring Rd - Collector, PAVED ± 26';

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: SHERMAN

WATER: RWD 7

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

3/4/2024

NEWSPAPER NOTIFICATION:

N/A

NOTICE TO SURROUNDING

PROPERTY OWNERS:

N/A

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

STAFF COMMENTS:

The applicant is proposing to divide a 68.8 acre parcel into three (3) 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 approximately 40 acres in size. Lots 2 and 3 will be approximately 10 acres in size. All lots meet the requirements for the RR-2.5 zoning district. The north 9.91 acres was divided via Tract Split in 2022. Staff is generally in support.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. The developer must comply with the following memorandums:
 Email – RWD 7, dated February 21, 2024

ATTACHMENTS:

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

458
 68-80
 Sherman FD
 Evergy
 RR 2.5 RWD 7 ✓

~~FINAL~~

PRELIMINARY PLAT APPLICATION

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

| | |
|-------------------------------|--|
| Office Use Only | |
| Township: <u>Sherman</u> | Planning Commission Meeting Date: _____ |
| Case No. <u>DEV-24-</u> | Date Received/Paid: _____ |
| Zoning District <u>RR 2.5</u> | Comprehensive Plan Land Use Designation: <u>SAME</u> |

| APPLICANT/AGENT INFORMATION | OWNER INFORMATION |
|--|--|
| NAME: <u>Herring Surveying Company</u> | NAME: <u>Sally Ingels</u> |
| MAILING ADDRESS: <u>315 North 5th Street</u> | MAILING ADDRESS: <u>16160 LORING RD</u> |
| CITY/ST/ZIP: <u>Leavenworth, KS 66048</u> | CITY/ST/ZIP: <u>Bonner Springs, KS 66012</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: XEN ACRES

Address of Property: 16160 LORING RD

PID: 232-10-0-00-00-020 Urban Growth Management Area: N/A

| SUBDIVISION INFORMATION | | |
|--|--|--------------------------------------|
| Gross Acreage: <u>60 Acres</u> | Number of Lots: <u>3</u> | Minimum Lot Size: <u>10 Ac</u> |
| Maximum Lot Size: <u>40 Ac</u> | Proposed Zoning: <u>RR-2.5</u> | Density: <u>N/A</u> |
| Open Space Acreage: <u>N/A</u> | Water District: <u>RWD 7</u> | Proposed Sewage: <u>Septic</u> |
| Fire District: <u>Sherman</u> | Electric Provider: <u>Evergy</u> | Natural Gas Provider: <u>Propane</u> |
| 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 & 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 January 21, 2024 Date: 1/21/24

ATTACHMENT A

LEAVENWORTH COUNTY DEVELOPMENT APPLICATION PERMIT

CASE NUMBER DEV-24-008

PERMIT SUB-TYPE SUBDIVISION

PID 232-10-0-00-00-020.00 PARCEL SIZE 68.8 AC ZONE RR-2.5
TWSP SHERMAN SCHOOL DIST 458 SDD NO
SUBDIVISION LOT NO BLOCK NO
WATER DIST RWD 7 ELECTRIC EVERGY SEWER DIST n/a
FLOOD PLAIN IN PARCEL NO FLOOD PLAIN ON BUILDING SITE NO
SITE ADDRESS 16160 Loring Rd
SITE CITY Linwood SITE STATE KS SITE ZIP CODE 66052

LAST NAME Ingels - Xen Acres FIRST NAME Joe Herring PHONE 913-651-3858
EMAIL herringsurveying@outlook.com
ADDRESS 315 N 5th St
CITY Leavenworth STATE KS ZIP CODE 66048

CONSULTANT Joe Herring - Herring Surveying CONSULTANT PHONE 913-651-3858
CONSULTANT EMAIL herringsurveying@outlook.com

PROPOSED ZONING n/a SUP CATEGORY - USE
VARIANCE REGULATION CURRENT USE RESIDENTIAL ROAD LOCAL
COMP PLAN USE DESIGNATION 2.5 UGMA

SUBDIVISION TYPE FINAL PLAT GROSS ACREAGE 68.8 COVENANTS NO
MAXIMUM LOT SIZE 40.1 MINIMUM LOT SIZE 10.9 OPEN SPACE ACREAGE
LOTS 3 TRACTS TOTAL PARCELS 3 DENSITY

NOTES:

| STAFF | 1/29/2024 | STAFF ACTION | PENDING | [] PUBLIC HEARING | AGENDA AREA |
|-------|-----------|--------------|---------|--------------------|----------------|
| PC | | PC ACTION | PENDING | | NOTICE PUB |
| BOCC | | BOCC ACTION | PENDING | | RESOLUTION PUB |
| BZA | | BZA ACTION | | DURATION | EXPIRATION |

APPLICATION FEE \$400.00 TIF 0.00 BOND 0.00 TOTAL FEES \$400.00
CHECK NO [] CASH [] CC TIFF CHECK NO

STAFF APPROVAL *M. Johnson* DATE 01.29.2024
APPLICANT DATE

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

We/I The Estate of Frank Ingets, Sally Ingets, executor and _____

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at - 11610 LORING RD. LINWOOD KS 66052, 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. 5th Street, Leavenworth, KS 66048, 913-651-3858

2)

Signed and entered this 9th day of September 2021

Sally Ingets, 11610 LORING RD. LINWOOD KS 66052 913 963 5565
Print Name, Address, Telephone

[Signature]
Signature

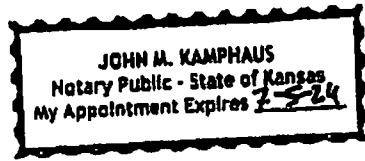
STATE OF KANSAS)
) SS
COUNTY OF LEAVENWORTH JK
 Johnson

Be it remember that on this 9 day of September 2021, before me, a notary public in and for said County and State came Sally Ingets 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 [Signature]

My Commission Expires: 07/05/2024

(seal)



OWNERSHIP AND ENCUMBRANCE CERTIFICATE

File No.: 23006811

Charge: \$125.00

Date Typed: October 31, 2023

Platinum Title, LLC, having reviewed the documents and instruments placed of record in the Office of the Recorder or Register of Deeds, and the Office of the Clerk of the Circuit or District Court in the County of **Leavenworth**, State of **Kansas**, hereby certifies:

1. The documents and instruments reviewed for the purpose of this Certificate affect the following described real property:

A Tract of land in the Southeast Quarter of Section 10, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on December 4, 2021, and more fully described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North 01 degrees 56 minutes 11 seconds West for a distance of 1995.49 feet along the West line of said Southeast Quarter; thence North 88 degrees 07 minutes 05 seconds East on the Westerly extension of the South line of DONN ACRES SUBDIVISION and on said South line, for a distance of 1314.78 feet to the Southeast corner of Lot 2 of DONN ACRES SUBDIVISION; thence South 02 degrees 03 minutes 44 seconds East on the Northerly extension of the West line of Lot 1 of LORING MEADOWS, and on said West line, for a distance of 1990.83 feet to the South line of said Southeast Quarter; thence South 87 degrees 54 minutes 56 seconds West for a distance of 1319.16 feet along said South line to the point of beginning, except any part in roadway.

Note: For informational purposes only the tax rolls show the address as: 16160 Loring Rd., Linwood, KS 66052

2. The grantees of the last conveyance(s) of record of the real property herein described is (are):

The heirs at law of Frank R. Ingels, deceased

Subject to the examination of estate records of Frank R. Ingels under Case No. 2021 PR 000064

NOTE: Due to cyber security attack of Kansas Court systems, we are unable to review said estate

3. Instruments, other than conveyances, purporting to affect rights of possession:

A. Road right of way established in Road Book D at Page 164.

B. Easement to Rural Water District No. 7, Leavenworth County, Kansas established by the instrument recorded in Book 661 at Page 041, as more fully set forth therein.

C. NOTE: Survey recorded October 10, 2023, as Document No. 2023S045 contains an error in the legal description regarding Tract 1 of said survey and should be corrected in the records.

4. Taxes:

NOTE: Current tax records indicate the following taxes:

Real estate taxes for the year(s) 2022 in the base amount of \$4,002.90 are paid.

Prior years are paid.

Parcel No. 232-10-0-00-00-020.00-0 (Includes other property)

5. Judgments and Liens:

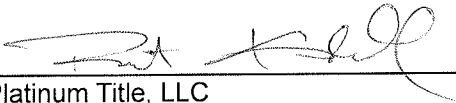
A. Due to cyber Security attack of Kansas Court systems, we are unable to review any court index or documents and make no claim as to judgments or liens filed in the District Court of Leavenworth County, Kansas

6. There is (are) no unreleased Mortgages or Deeds of Trust appearing of record within 30 years prior to the date hereof, except the following:

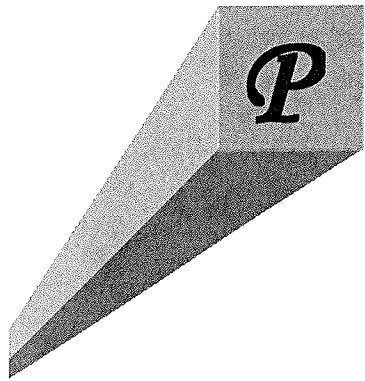
A. NONE

This certificate is made with the disclosure by Platinum Title, LLC that instruments and proceedings in the chain of title to the above described real property have been reported, but not examined; that such certificate is not a guarantee or warranty of title, nor is this a commitment to provide title insurance. Platinum Title, LLC disclaims any and all liability or responsibility for defects in, or the marketability of, the title to the real property. Liability hereunder is expressly limited to the consideration paid therefor.

This Certificate is certified to include: at 8:00 A.M. Updated January 8, 2024



Platinum Title, LLC
4400 College Blvd.
Suite 100
Overland Park, KS 66211
Ph: (913) 491-5001
Fax: (913) 491-5450



Platinum Title, L.L.C

4400 College Blvd, Ste 100
Overland Park, KS 66211

Phone: (913) 491- 5001 Fax: (913) 491-5450
www.platinumtitlellc.com

11/2/23

Attn: Sally Ingels

Ownership & Encumbrance Report: \$175.00

Our File: 23006811

Property Address: 16160 Loring Rd-Tract 1

Owner: Ingels

Please make your check payable to Platinum Title.

Thank you.

Bob Kendall
Production Manager

XEN ACRES

A Minor Subdivision in the Southeast Quarter of Section 10, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

SURVEYOR'S DESCRIPTION:
Tract of land in the Southeast Quarter of Section 10, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on December 4, 2021, and more fully described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North 01 degrees 56'11" West for a distance of 1995.49 feet along the West line of said Southeast Quarter; thence North 88 degrees 07'05" East on the Westerly extension of the South line of DONN ACRES SUBDIVISION and on said South line, for a distance of 1314.78 feet to the Southeast corner of Lot 2 of DONN ACRES SUBDIVISION; thence South 02 degrees 03'44" East on the Northerly extension of the West line of Lot 1 of LORING MEADOWS, and on said West line, for a distance of 1990.83 feet to the South line of said Southeast Quarter; thence South 87 degrees 54'56" West for a distance of 1319.16 feet along said South line to the point of beginning.
Together with and subject to covenants, easements, and restrictions of record.
Said property contains 60.26 acres, more or less, including road right of way.
Error of Closure: 1 - 855609

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: XEN ACRES.

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 XEN ACRES, have set our hands this _____ day of _____, 2024.

Sally Ingels

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Sally Ingels, a single person, 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 XEN ACRES this _____ day of _____, 2024.

Secretary: John Jacobson
Chairperson: 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.

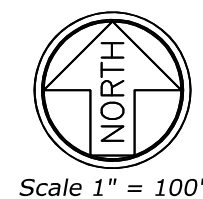
County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of XEN ACRES this _____ day of _____, 2024.

Chairperson: 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



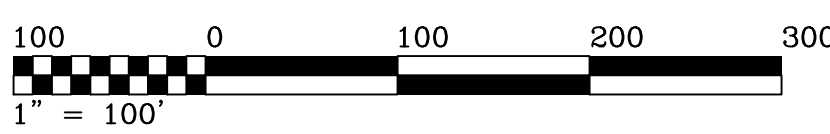
Scale 1" = 100'

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 Baumbach, PS#1363
County Surveyor



315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5381
Email - survey@jeherring.com

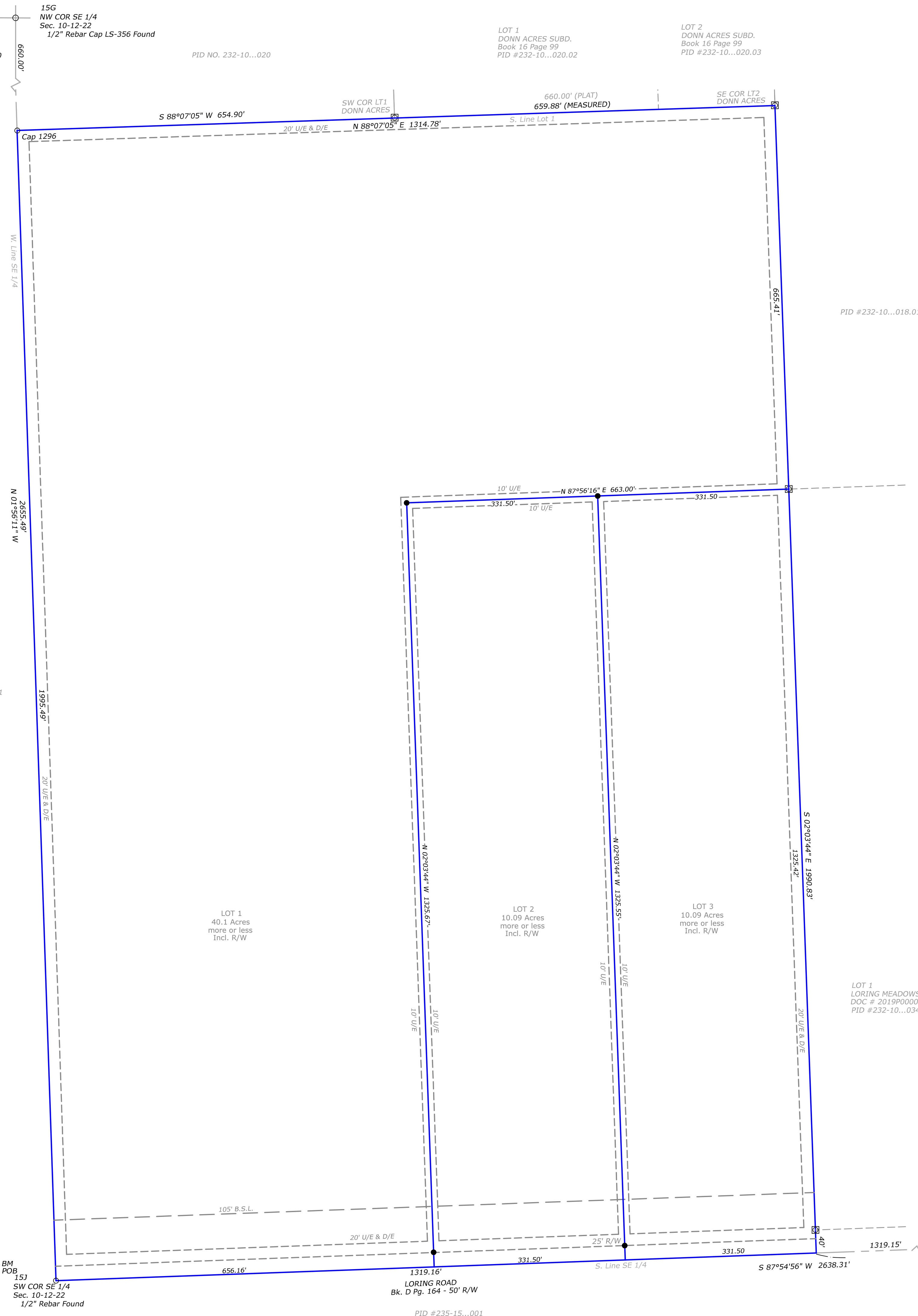


PREPARED FOR:
Sally Ingels
16160 Loring Road
Linwood, KS 66052
PID NO. 232-10-0-00-00-020

PID NO. 232-10...020

LOT 1
DONN ACRES SUBD.
Book 16 Page 99
PID #232-10...020.02

LOT 2
DONN ACRES SUBD.
Book 16 Page 99
PID #232-10...020.03

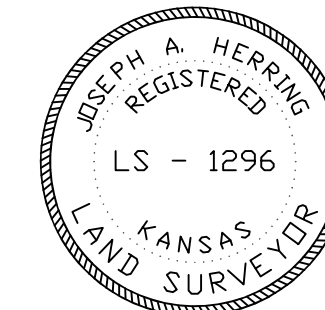


- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated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

ZONING:
RR 2.5 - Rural Residential 2.5

- 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 Description
 - Basis of Bearing - KS SPC North Zone 1501
 - Monument Origin Unknown, unless otherwise noted.
 - Proposed Lots for Residential Use.
 - Road Record - See Survey
 - Benchmark - NAVD88
 - Project Benchmark (BM) - SW COR SE 1/4 - Elev - 934.4'
 - Easements, if any, are created hereon or listed in referenced title commitment.
 - Reference Recorded Deed Doc # 2022R01758
 - Utility Companies -
 - Water - RWD 7
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - Reference Platinum Title LLC File Number 23006811 dated January 8, 2024.
 - Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G 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')
 - Easements as per referenced Title Commitment are shown hereon, if any.
 - Water Easement Book 661 Page 41, not shown hereon, Water line on the South side of Loring Road per water district.
 - Fence Lines do not necessarily denote the boundary line for the property.
 - Referenced Surveys -
 - DGW - D.G.White - DONN ACRES Bk.16 Pg.99 dated 2006
 - NKA Doc#2006P00099
 - JAH - J.A.Herring - LORING MEADOWS Doc.2019P00005 & Survey Doc # 2023S045

- 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. Additional access limits as shown hereon.
 - All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
 - No off-plat restrictions.



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

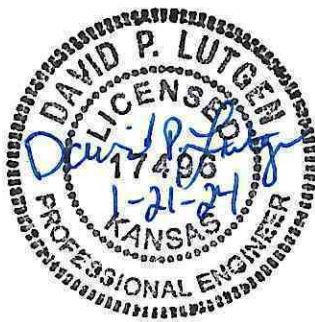
Joseph A. Herring
PS # 1296

Xen Acres

Leavenworth County Kansas

Drainage Report

January 21, 2024



dlutgen72@gmail.com

Schweitzer, Joshua

From: McAfee, Joe
Sent: Tuesday, February 27, 2024 8:44 AM
To: Johnson, Melissa; Noll, Bill; 'mpleak@olsson.com'; Baumchen, Daniel
Cc: PZ
Subject: RE: Xen Acres Revisions

Follow Up Flag: Follow up
Flag Status: Completed

Melissa,

PW has reviewed the PP and FP and have no additional comments. The drainage report was approved on the initial submittal.

From: Johnson, Melissa <MJohnson@leavenworthcounty.gov>
Sent: Monday, February 26, 2024 12:13 PM
To: Noll, Bill <BNoll@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: FW: Xen Acres Revisions

I have attached the current documents that Joe Herring sent for Xen Acres.

Thank you,

Melissa Johnson

Planner I
Leavenworth County
Planning & Zoning Department
Leavenworth County Courthouse
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

Disclaimer

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

From: Joe Herring <herringsurveying@outlook.com>
Sent: Monday, February 26, 2024 9:40 AM
To: PZ <PZ@leavenworthcounty.gov>; Joshua Schweitzer <joshua.schweitzer@gmail.com>
Subject: Xen Acres Revisions

From: [Anderson, Kyle](#)
Sent: Monday, January 29, 2024 9:04 AM
To: [Johnson, Melissa](#); [Allison, Amy](#)
Subject: RE: Xen Acres, 16160 Loring Rd., 3 lot subdivision, 232-10-0-00-00-020.00

Follow Up Flag: Follow up
Flag Status: Completed

We have not received any complaints on this property and the septic system appears to remain on the same property as the home it services. Does the airfield need to be on the plat?



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

MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Xen Acres Subdivision
Date: February 12, 2024

Amy, I have reviewed the preliminary plat of the Xen Acres Subdivision presented by Sally Ingels. 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 a fire hydrant should be placed along the right-a-way between Lot 1 and Lot 2 along Loring Road, this will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

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

Schweitzer, Joshua

From: Kyle Burkhardt <Kyle.Burkhardt@evergy.com>
Sent: Thursday, January 25, 2024 11:18 AM
To: Johnson, Melissa; 'kritter@shermanfire.net'; 'dritter@shermanfire.net'
Cc: PZ
Subject: Re: [EXTERNAL]Xen Acres, 16160 Loring Rd., 3 lot subdivision, 232-10-0-00-00-020.00

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

Evergy is ok with the final plat provided.

Thank you

Kyle Burkhardt

Evergy
TD Designer III
785-508-2408
Kyle.Burkhardt@evergy.com



From: Johnson, Melissa <MJohnson@leavenworthcounty.gov>
Sent: Wednesday, January 24, 2024 10:10 AM
To: 'kritter@shermanfire.net' <kritter@shermanfire.net>; 'dritter@shermanfire.net' <dritter@shermanfire.net>; Design Group Shawnee <DesignGroupShawnee@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: [EXTERNAL]Xen Acres, 16160 Loring Rd., 3 lot subdivision, 232-10-0-00-00-020.00

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

To all,

We have received a pre/final plat from Herring Surveying regarding the above listed parcel. Please review the documents about this and let us know if you have any comments pertaining to this plat.

If you have any questions, please let me know.

Thank you,

Melissa Johnson

Schweitzer, Joshua

From: Dylan Ritter <dritter@shermanfire.net>
Sent: Monday, January 29, 2024 4:36 PM
To: Kyle Burkhardt
Cc: Johnson, Melissa; kritter@shermanfire.net; PZ
Subject: Re: [EXTERNAL]Xen Acres, 16160 Loring Rd., 3 lot subdivision, 232-10-0-00-00-020.00

Follow Up Flag: Follow up
Flag Status: Completed

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

We have no concerns or comments.

On Thu, Jan 25, 2024 at 11:17 AM Kyle Burkhardt <Kyle.Burkhardt@evergy.com> wrote:

Internal Use Only

Evergy is ok with the final plat provided.

Thank you

Kyle Burkhardt

Evergy

TD Designer III

785-508-2408

Kyle.Burkhardt@evergy.com



From: Johnson, Melissa <MJohnson@leavenworthcounty.gov>
Sent: Wednesday, January 24, 2024 10:10 AM
To: 'kritter@shermanfire.net' <kritter@shermanfire.net>; 'dritter@shermanfire.net' <dritter@shermanfire.net>; Design Group Shawnee <DesignGroupShawnee@evergy.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: [EXTERNAL]Xen Acres, 16160 Loring Rd., 3 lot subdivision, 232-10-0-00-00-020.00

This Message Is From an External Sender

Schweitzer, Joshua

From: jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>
Sent: Wednesday, February 21, 2024 11:17 AM
To: Schweitzer, Joshua
Cc: PZ; herringsurveying@outlook.com
Subject: RE: DEV-24-007/008 Pre & Final Plat for Xen Acres

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.

OK, I just talked to our acting operator manager, and he stated that he talked to our Engineer about this development. We were told by the engineer company that everything is ok BUT if any further development on this subdivision would require an upgrade for service line at developers cost.

Thank you.

Jalayne Turner
Jalayne Turner
Office Manager
LVRWD#7
2451 S. 142nd St.
P O Box 257
Bonner Springs, KS 66012-0257
913-441-1205 Office
913-422-3393 Fax
www.lvrwd7.com

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Tuesday, February 20, 2024 4:44 PM
To: jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-24-007/008 Pre & Final Plat for Xen Acres

Thank you ma'am,

Moving forward from here. The applicant/agent should be providing written or signed statements from the appropriate officials of subject utilities and public services. I saw an email dated 15 January 2024 from you stating to the applicant's agent that they are supposed to go through the county to your district. BOCC Resolution 2023-20 changed the procedure for submitting utility statements to where it is submitted with the application. From my understanding, this information was sent out to all appropriate officials of utilities and public service companies when this procedure was changed.

With all that being said, our office will not be reaching out to you to obtain information pertaining to the proposed subdivision. It is the responsibility of the applicant/agent to gather that information prior to submission of the application.

If you have any questions pertaining to the change in policy feel free to contact our office to discuss them

Schweitzer, Joshua

From: Sally Ingels <saingels@gmail.com>
Sent: Thursday, February 8, 2024 6:40 PM
To: PZ
Subject: 16160 Loring Rd., Linwood

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.

To whom it may concern:

The airstrip on 16160 Loring Rd., Linwood, Kansas, has long been abandoned and will not be used again.

Thank you,

Sally Ingels
Sent from my iPhone

**Leavenworth County
Request for Board Action
Case No. DEV-24-009/010
Preliminary & Final Plat Buck Grove**

**Date: March 27, 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

Action Request:

Chairman, I move that the proposed Preliminary and Final Plat as outlined in case DEV-24-010 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to divide a 39.59 acre parcel into six (6) 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). Lots 1-5 will be approximately 6 acres in size. Lot 6 will be approximately 9.59 acres in size. All lots meet the requirements for the RR-5 zoning district. There is currently no water availability, however, all lots meet the minimum requirement acreage to place a private well on each property site. If public water is requested, the property owners will be responsible for contacting local Water District for extension. Staff is generally in support.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-23-009/010, Preliminary and Final Plat for Buck Groves subject to conditions.

Alternatives:

1. Approve Case No.DEV-23-010, Final Plat for Buck Groves, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-23-010, Final Plat for Buck Groves, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-23-010, Final Plat for Buck Groves, 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-24-009 & 010 Buck Grove

March 13, 2024

REQUEST: *Consent Agenda*

Preliminary Plat Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 14268 234th Street



APPLICANT/APPLICANT AGENT:

LARRY HAHN
HAHN SURVEYING
PO BOX 186
Basehor, KS 66007

PROPERTY OWNER:

Robert Schuck
14561 234th Street
Tonganoxie, KS 66086

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RR-2.5

LEGAL DESCRIPTION:

A Subdivision in the Southeast Quarter Fractional Section 06, Township 12 South, Range 21 East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-009 & 010, Preliminary & Final Plat for Buck Grove, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-009 & 010, Preliminary & Final Plat for Buck Grove, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 39.59 ACRES

PARCEL ID NO:

223-06-0-00-00-011

BUILDINGS:

N/A

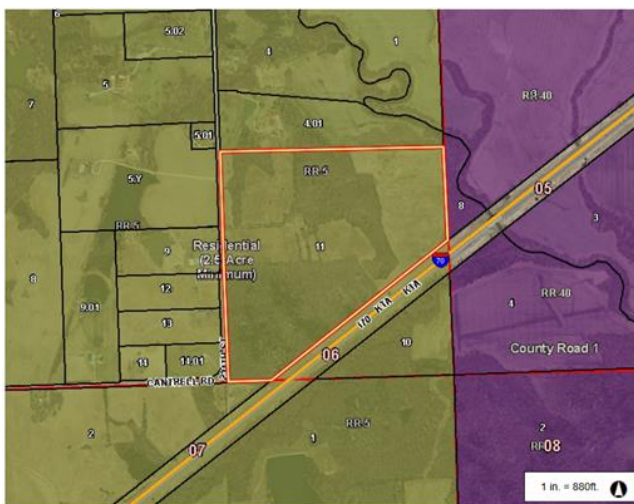
PROJECT SUMMARY:

Request for a final plat approval to subdivide property located at 14268 234th Street (223-06-0-00-00-011) as Lots 1 through 06 of Buck Grove.

ACCESS/STREET:

234TH STREET Local, Gravel ± 27’;

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: FD#2

WATER: PRIVATE WELL

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

3/4/2024

NEWSPAPER NOTIFICATION:

N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**

N/A

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

STAFF COMMENTS:

The applicant is proposing to divide a 39.59 acre parcel into six (6) 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). Lots 1-5 will be approximately 6 acres in size. Lot 6 will be approximately 9.59 acres in size. All lots meet the requirements for the RR-5 zoning district. There is currently no water availability, however, all lots meet the minimum requirement acreage to place a private well on each property site. If public water is requested, the property owners will be responsible for contacting local Water District for extension. Staff is generally in support.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. Buck Grove subdivision is approved with private water well service. If public water service is requested, property owners must contact local Water District for water line extension requirements.
6. Confirmation of a working water well/public water service shall be required at the time of permitting.

ATTACHMENTS:

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

FINAL PLAT APPLICATION
 Leavenworth County Planning and Zoning Department,
 300 Walnut St., County Courthouse
 Leavenworth, Kansas
 913-684-0465
 913-684-0398 Fax

CAMA No.: 223-D16 011.00 Office Use Only Date Received: _____
 Township: REUB
 Planning Commission Meeting Date: _____
 Project No.: DEV. 2e- Date Paid: 02.06.2024

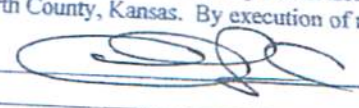
| APPLICANT/AGENT INFORMATION | | OWNER INFORMATION | |
|-----------------------------|------------------------------|--|-----------------------------------|
| NAME _____ | NAME <u>ROBERT R. SCHUCK</u> | ADDRESS _____ | ADDRESS <u>14561 234TH STREET</u> |
| ADDRESS _____ | CITY/ST/ZIP _____ | CITY/ST/ZIP <u>TONGANOXIE, KS. 66086</u> | PHONE _____ |
| CITY/ST/ZIP _____ | PHONE _____ | EMAIL _____ | CONTACT PERSON <u>ROBERT</u> |
| PHONE _____ | EMAIL _____ | CONTACT PERSON _____ | |
| CONTACT PERSON _____ | | | |

GENERAL INFORMATION

Subdivision Name: BUCK GROVE
 Legal Description (S-T-R 1/4 Section): SE 1/4 6-T12S-R21E
 Zoning: RR-5.0
 Surveyor and/or Engineer Firm: HAHN SURVEYING
 Contact Person: LARRY HAHN
 Address: PO BOX 186 BASEHOR, KANSAS 66007
 Phone: 913-547-3405 Fax: _____ Email: hahnsurvey@gmail.com

| SUBDIVISION INFORMATION | | |
|---|----------------------------------|--------------------------------------|
| Gross Acreage: <u>39.59 ACRES</u> | Number of Lots: <u>6</u> | Minimum Lot Size: <u>6.00 ACRES</u> |
| Maximum Lot Size: <u>9.59 ACRES</u> | Zoning: <u>RR - 5.0</u> | Density: _____ |
| Open Space Acreage: _____ | Water District: <u>N/A</u> | Proposed Sewage: <u>ON SITE</u> |
| Fire District: _____ | Electric Provider: <u>EVERGY</u> | Natural Gas Provider: <u>PROPANE</u> |
| Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Phase Number: _____ | |
| Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Final Plat approval as indicated above.

Signature:  Date: 2/4/2024

ATTACHMENT A-2

445.00

LEAVENWORTH COUNTY DEVELOPMENT APPLICATION PERMIT

CASE NUMBER DEV-24-010

PERMIT SUB-TYPE SUBDIVISION

PID 223-06-0-00-00-011.00 PARCEL SIZE 40 AC ZONE RR-5
TWSP RENO SCHOOL DIST 464 SDD NO
SUBDIVISION LOT NO BLOCK NO
WATER DIST n/a ELECTRIC EVERGY SEWER DIST n/a
FLOOD PLAIN IN PARCEL NO FLOOD PLAIN ON BUILDING SITE NO
SITE ADDRESS 14268 234th St
SITE CITY Tonganoxie SITE STATE KS SITE ZIP CODE 66086

LAST NAME Buck Grove - Schuck FIRST NAME Larry Hahn PHONE 913-547-3405
EMAIL hahnsurvey@gmail.com
ADDRESS 14268 234th St
CITY Tonganoxie STATE KS ZIP CODE 66086

CONSULTANT Larry Hahn CONSULTANT PHONE 913-547-3405
CONSULTANT EMAIL

PROPOSED ZONING n/a SUP CATEGORY - USE
VARIANCE REGULATION CURRENT USE RESIDENTIAL ROAD LOCAL
COMP PLAN USE DESIGNATION UGMA

SUBDIVISION TYPE FINAL PLAT GROSS ACREAGE 40 COVENANTS NO
MAXIMUM LOT SIZE 9.59 MINIMUM LOT SIZE 6 OPEN SPACE ACREAGE
LOTS 6 TRACTS TOTAL PARCELS 6 DENSITY

NOTES:

| | | | | | |
|-------|----------|--------------|---------|---|----------------|
| STAFF | 2/8/2024 | STAFF ACTION | PENDING | <input type="checkbox"/> PUBLIC HEARING | AGENDA AREA |
| PC | | PC ACTION | PENDING | | NOTICE PUB |
| BOCC | | BOCC ACTION | PENDING | | RESOLUTION PUB |
| BZA | | BZA ACTION | | DURATION | EXPIRATION |

APPLICATION FEE \$445.00 TIF 0.00 BOND 0.00 TOTAL FEES \$445.00
CHECK NO 1831 [] CASH [] CC TIFF CHECK NO

STAFF APPROVAL *M. Johnson* DATE 02.09.2024
APPLICANT DATE

OWNER AUTHORIZATION

I/WE ROBERT R. SCHUCK, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 5th day of February, 2024 make the following statements, to wit:

- 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.
- I/We the undersigned, have previously authorized and hereby authorize LARRY HAHN
HAHN SURVEYING (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Department of Leavenworth County, Kansas, 14268 234TH STREET (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.
- 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.
- 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.


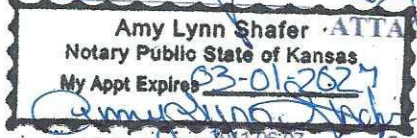
IN WITNESS THEREOF, I, the Undersigned, have set my hand below.

STATE OF KANSAS
COUNTY OF LEAVENWORTH

X 
ROBERT R. SCHUCK

The foregoing instrument was acknowledged before me on this 5th day of Feb, 2024
by Robert R. Schuck

My Commission Expires:

Notary Public 
Amy Lynn Shafer ATTACHMENT B
Notary Public State of Kansas
My Appt Expires 03-01-2027


Lawyers Title of Kansas, Inc.
913-682-3368

CN: 47044

Doc #: 2024R00615
TERRILOIS MASHBURN
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
02/01/2024 09:30:19 AM
RECORDING FEE: 21.00
PAGES: 1

Entered in Transfer Record in my office _____

ENTERED IN TRANSFER RECORD IN
MY OFFICE THIS DAY 02/01/2024

County Clerk

Janet Klasmirke
COUNTY CLERK

DEED-KANSAS WARRANTY (Statutory)

THE GRANTOR,

Linda Kahn, a single person

CONVEYS AND WARRANTS to

Schuck Acquisitions LLC, a Kansas limited liability company

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, for the sum of One Dollar and Other Valuable Consideration, the following described real estate:

The North One-half of the Southeast Quarter (SE1/4) of Section 6, Township 12 South, Range 21 East of the 6th P.M.

AND

The South half of the Southeast Quarter (SE1/4) of Section 6, Township 12 South, Range 21 East of the 6th P.M., lying North and West of the Kansas Turnpike, all is Leavenworth County, Kansas, less any part thereof taken or used for road purposes.

(Subject to easements, restrictions, and reservations of record, and all taxes and assessments that may be levied, imposed, or become payable hereafter.)

Dated this 31st day of Jan, A.D. 2024

Linda Kahn
Linda Kahn

STATE OF KANSAS, COUNTY OF LEAVENWORTH

This instrument was acknowledged before me on this 31st day of January 2024 by:
Linda Kahn, a single person

My appointment expires:

BRENDA DEGRAEVE
Notary Public - State of Kansas
My Appt. Expires 10-30-2026

Brenda DeGraeve
Notary Public
Brenda DeGraeve

Lawyers Title of Kansas, Inc.
913-682-3368

CN: 47044

Doc #: 2024R00614
TERRILOIS MASHBURN
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
02/01/2024 09:30:18 AM
RECORDING FEE: 21.00
PAGES: 1

Entered in Transfer Record in my office _____

County Clerk

ENTERED IN TRANSFER RECORD IN
MY OFFICE THIS DAY 02/01/2024

Janet Klasmer
COUNTY CLERK

DEED-KANSAS WARRANTY (Statutory)

THE GRANTORS,

James E. Kahn and Elizabeth D. Kahn, husband and wife

CONVEY AND WARRANT to

Schuck Acquisitions LLC, a Kansas limited liability company

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, for the sum of One Dollar and Other Valuable Consideration, the following described real estate:

The North One-half of the Southeast Quarter (SE1/4) of Section 6, Township 12 South, Range 21 East of the 6th P.M.

AND

The South half of the Southeast Quarter (SE1/4) of Section 6, Township 12 South, Range 21 East of the 6th P.M., lying North and West of the Kansas Turnpike, all is Leavenworth County, Kansas, less any part thereof taken or used for road purposes.

(Subject to easements, restrictions, and reservations of record, and all taxes and assessments that may be levied, imposed, or become payable hereafter.)

Dated this 24th day of Jan A.D. 2024

Elizabeth D. Kahn

Elizabeth D. Kahn

James E. Kahn

James E. Kahn

STATE OF California, COUNTY OF Santa Clara

This instrument was acknowledged before me on this 24th day of January, 2024 by:
James E. Kahn and Elizabeth D. Kahn, husband and wife

My appointment expires:

08/16/2027



S. Pandey
Notary Public

S. Pandey

**02-21-24
Olsson Review
No Further
Comment**

Buck Grove

Leavenworth County Kansas

Drainage Report

January 30, 2024

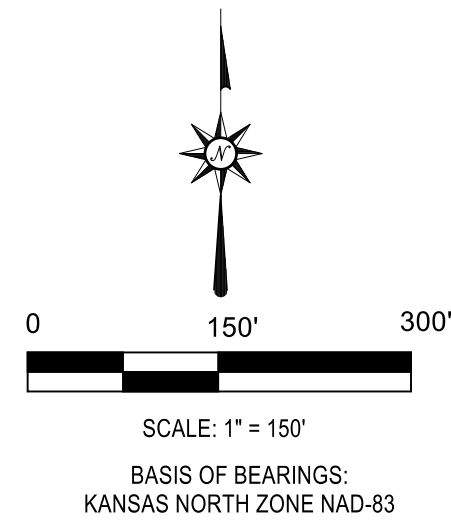
Revised February 21, 2024



BUCK GROVE

A SUBDIVISION IN THE SOUTHEAST QUARTER
FRACTIONAL SECTION 6-T12S-R21E OF THE 6TH P.M.,
LEAVENWORTH COUNTY, KANSAS
FINAL PLAT

02-21-24
Olsson Review
No Further
Comment



- LEGEND**
- 1/2" x 24" REBAR SET WITH #1349 CAP
 - SURVEY MONUMENT FOUND (AS NOTED)
ORIGIN UNKNOWN, UNLESS REFERENCED
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING
 - S/B BUILDING SETBACK
 - U/E UTILITY EASEMENT - DEDICATED THIS PLAT

OWNER / DEVELOPER

ROBERT R. SCHUCK
14561 234TH STREET
TONGANOXIE, KS. 66086
(913) 208-8817

NOTES

- LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
- EXISTING USE OF AREA BEING PLATTED - AGRICULTURAL PROPOSED USE - RR-5.0 / RESIDENTIAL
- THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA FEMA FIRM 20103C0325G, EFFECTIVE 7/16/2015

RESTRICTIONS

- NO OFF PLAT RESTRICTIONS.
- 40' REAR SETBACK FOR RESIDENCES
15' REAR SETBACK FOR ACCESSORY BUILDINGS
15' SIDE SETBACK
- AN ENGINEERED WASTEWATER DISPOSAL MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
- 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.
- LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.
- STRUCTURES BUILT WITHIN THE SUBDIVISION SHALL COMPLY WITH RESOLUTION 2020-39, OR AS AMENDED.

BENCHMARK

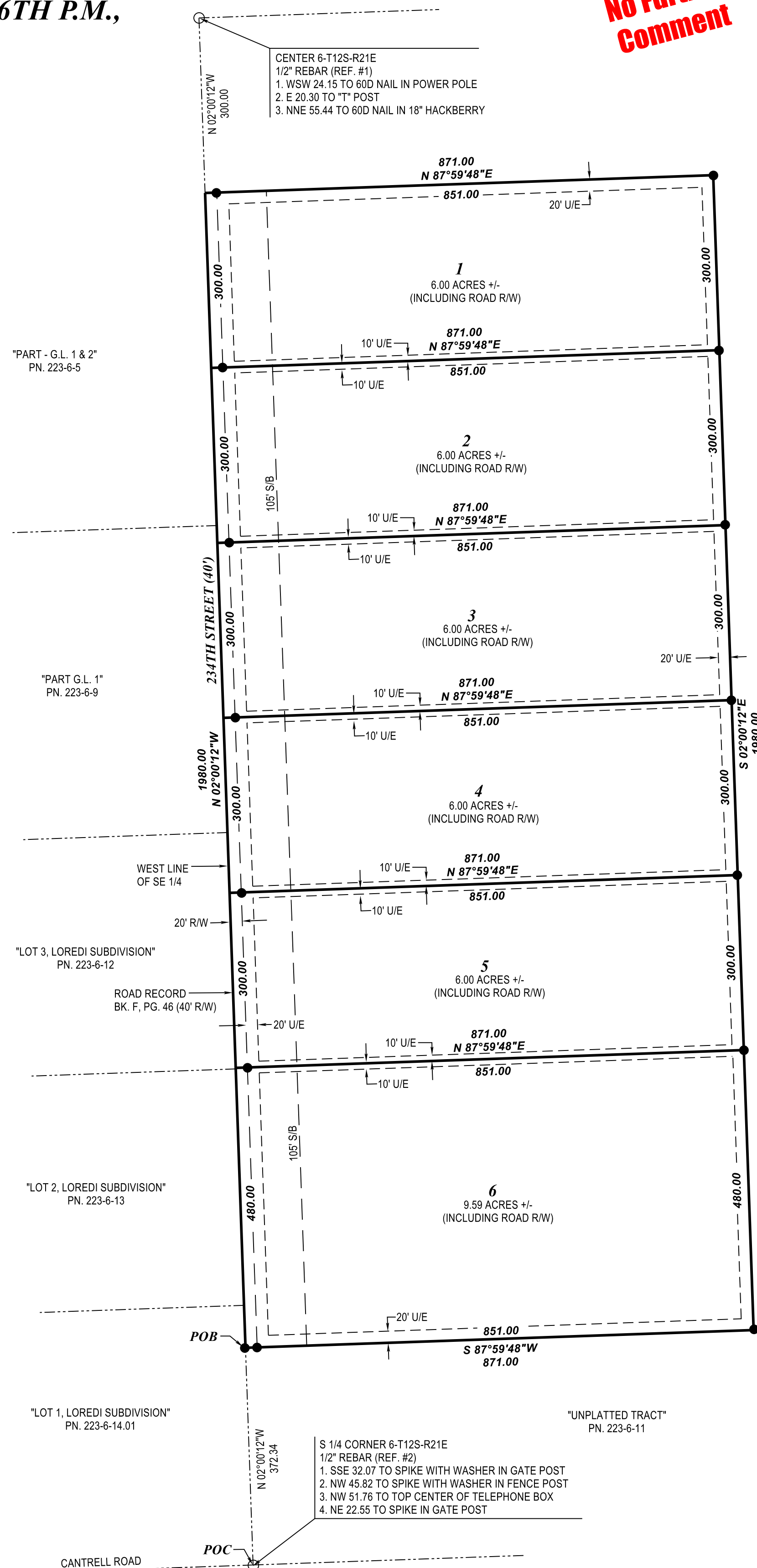
1/2" REBAR AT THE SOUTH QUARTER CORNER
6-T12S-R21E
EL. 891.21 (NAVD88)

ZONING

RR - 5.0

REFERENCES

- DOC. #2014S034
- LOREDI SUBDIVISION (BK. 13, PG. 67) NKA 1999P00067
- DEED DOC. #2024R00615
#2024R00614



SURVEYORS DESCRIPTION

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 6-T12S-R21E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, AS SURVEYED BY LARRY T. HAHN, PS 1349, JANUARY, 2024, DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE, N 02°00'12\"/>

CERTIFICATION AND DEDICATION

THE UNDERSIGNED PROPRIETOR STATE THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT HE HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS "BUCK GROVE".

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, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" OR "U/E".

BUILDING LINES OR SETBACK LINES (S/B) 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:

I, THE UNDERSIGNED OWNER OF "BUCK GROVE", HAVE SET MY HAND THIS _____ DAY OF _____, 2024.

ROBERT R. SCHUCK, OWNER
SHUCK ACQUISITIONS, LLC

STATE OF KANSAS / COUNTY OF LEAVENWORTH

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED ROBERT R. SCHUCK, KNOWN TO ME TO BE THE SAME PERSON DESCRIBED HEREIN AND WHO EXECUTED THE SAME AS HIS FREE ACT AND DEED. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

APPROVAL

WE, THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF "BUCK GROVE" THIS _____ DAY OF _____, 2024.

CHAIRPERSON / MARCUS MAJURE

SECRETARY / JOHN JACOBSON

THE LEAVENWORTH COUNTY ENGINEERS 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, PE

WE THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF "BUCK GROVE" THIS _____ DAY OF _____, 2024.

CHAIRPERSON / JEFF CULBERTSON

COUNTY CLERK / JANET KLASINSKI (ATTEST)

COUNTY SURVEYOR CERTIFICATION

I HEREBY CERTIFY THIS SURVEY PLAT MEETS THE REQUIREMENTS OF K.S.A. 58-2005. THE FACE OF THIS SURVEY PLAT WAS REVIEWED FOR COMPLIANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

COUNTY SURVEYOR / DANIEL BAUMCHEN, PS #1363

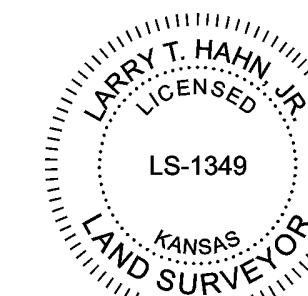
STATE OF KANSAS / COUNTY OF LEAVENWORTH

FILED FOR RECORD AS DOCUMENT # _____ ON THIS _____ DAY OF _____, 2024
AT _____ O'CLOCK _____ IN THE OFFICE OF THE REGISTER OF DEEDS OF LEAVENWORTH COUNTY, KANSAS.

REGISTER OF DEEDS / TERRILOIS G. MASHBURN



LOCATION MAP
NO SCALE



LARRY T. HAHN, PS #1349

THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2024, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

HAHN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
(913) 547-3405
hahnsurvey@gmail.com

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Monday, February 12, 2024 9:44 AM
To: Schweitzer, Joshua
Subject: RE: DEV-24-009/010 Pre & Final Plat for Buck Grove

We have not received any complaints on this property and we are not aware of any septic systems currently installed on it.

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: Monday, February 12, 2024 9:36 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-24-009/010 Pre & Final Plat for Buck Grove

All,

The Leavenworth County Planning & Zoning Department has received a request for a Preliminary and Final Plat for Buck Grove.

The Planning Staff would appreciate your written input in consideration of the above listed request. Please review the attached information and forward any comments to us by February 26, 2024.

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

v / r

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

Schweitzer, Joshua

From: Dylan Ritter <dritter@lvcofd2.com>
Sent: Wednesday, February 7, 2024 11:19 AM
To: Johnson, Melissa
Cc: Kevin Ritter
Subject: Buck Grove Subdivision

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.

Leavenworth County Fire District #2 has reviewed the final plat documents and we have no comments or concerns regarding this plat.

Thank you

--

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

Schweitzer, Joshua

From: Steven Heath <Steven.Heath@evergy.com>
Sent: Thursday, February 8, 2024 3:44 PM
To: Johnson, Melissa
Subject: Re: [EXTERNAL]buck grove subdivision

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

Hello Melissa, sorry for not getting back to you sooner. I spoke with Larry Hahn earlier today. We are able to provide power to each of these lots on this plat. We will need to service each of these as individual residential extensions due to the size of the lots, but other than that, I believe everything is manageable.

Steven Heath

Evergy
TD Designer I
Steven.Heath@evergy.com
O: 785-865-4857
C: 785-508-2550

From: Johnson, Melissa <MJohnson@leavenworthcounty.gov>
Sent: Thursday, February 8, 2024 3:23 PM
To: Design Group Lawrence Service Center <designgrouplawrencesservicecenter@evergy.com>
Cc: 'larry hahn' <hahnsurvey@gmail.com>
Subject: [EXTERNAL]buck grove subdivision

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Mr. Hahn has submitted a pre and final plat located at the corner of 234th St and Cantrell Rd. (NE corner).

I have attached the paperwork for you to review. If you have any questions or comments, please let me know. I'm waiting for this to complete his application for submittal.

Thank you,

Melissa Johnson
Planner I
Leavenworth County
Planning & Zoning Department
Leavenworth County Courthouse
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048
(913) 684-0465

**Leavenworth County-Cities Drug and Alcohol Abuse Council
Recommendations for 2024**

| | |
|--|-----------------|
| Basehor-Linwood HS AfterProm Party | \$5,000 |
| CASA Educational Programs | \$6,000 |
| Guidance Center | \$6,000 |
| Lansing High Project Graduation | \$4,000 |
| Leavenworth High Project Graduation | \$5,000 |
| Pleasant Ridge After Prom | \$1,500 |
| Tonganoxie High Project Graduation | \$4,000 |
| Tonganoxie High After Prom | \$2,000 |
| 3 Day Summer Camp (Tonganoxie) | \$2,000 |
| Women's Community Y Summer Program | \$6,000 |
| Council expenses (Sec., supplies, post office box, ads, flyers and Website) | \$2,000 |
| Red Ribbon Week flyer (countywide) | \$2,000 |
| TOTAL REQUEST | \$45,500 |

Leavenworth County Request for Board Action

Date: March 21st, 2024

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approval of the KDOT Cost Share Grant Program agreement extension for CR30/235th Street.

Recommendation: Approval

Analysis: This agreement will extend the bidding window until the end of December 2024 and require the project to be ongoing with reimbursement request within a six month period at the beginning of 2025. This is a 9 month extension of the contract that expires at the end of March.

Alternatives: 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

Additional Attachments: KDOT Cost Share Agreement Extension

PROJECT NO. C-5250-01
COST SHARE PROGRAM
235th STREET ROADWAY IMPROVEMENT PROJECT
LEAVENWORTH COUNTY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT) and **Leavenworth County, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated October 11, 2023, for Street paving of 235th Street (County Route 30) between Hollingsworth Road and Dempsey Road in Leavenworth County, Kansas (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in the Letting Date.

NOW, THEREFORE, the Parties agree as follows:

1. On page 12 of the Original Agreement, Article V, paragraph 1, Letting Deadline, be replaced in its entirety to read as follows:

1. **Letting Deadline**. The LPA shall Let the Project no later than six (6) months after December 2024. The LPA may make a written request to the Secretary to extend the Project’s Letting deadline. In the Secretary’s sole discretion, the Secretary may either grant or deny the LPA’s request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after December 2024, the Secretary may cancel this Agreement.

2. This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions, or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Supplemental No. 1 to
Agreement No. 566-23
Project No. C-5250-01
Division of Program and Project Management

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber (Date)
Deputy Secretary and
State Transportation Engineer

Leavenworth County Request for Board Action

Date: March 21st, 2024

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the contract with Ebert Construction for the replacement of A-49 on 211th Street.

Analysis: This structure is located on the northeast corner of the unincorporated area of Jarbalo. This project is one of the last two bridges from the 5 bridge design contract with Benesch in 2018. The engineer's estimate for project was \$874,068.46. The low bid was \$757,845.14. This bid cost is actually at the 2023 cost estimate that was received for the project. This project is budgeted with ARPA Funds. Ebert Construction has recently completed ST-100 on Fairmont Road and HP-19 over Stranger Creek during the past two years for the county. The Board accepted the low bid and Public Works issued a Notice to Proceed to the Contractor.

Alternatives: Deny and rebid

Budgetary Impact: \$785,369 (Bid plus 3.5% contingency)

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

Additional Attachments: Contract

**AGREEMENT BETWEEN
Leavenworth County, Kansas
and Contractor**

For

PROJECT: Bridge A-49

THIS AGREEMENT is made and entered into this ___ day of _____, 20__.

by and between Leavenworth County, Kansas, hereinafter the "County", and Ebert Construction Co., Inc., hereinafter the "Contractor";

WITNESSETH:

WHEREAS, the County has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the Notice to Bidders, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the County for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit:

Bridge A-49, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General, Supplementary and Special Conditions, Plans, Specifications and other Contract Documents as defined in Article 1 of the General Conditions of the Contract for Construction, on file with Leavenworth County, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the County, and in accordance with the laws of the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The County shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

Seven hundred fifty seven thousand, eight hundred forty five & 14/100 DOLLARS (\$ 757,845.14)

(subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will be complete with all work covered by this Contract and be ready for final payment **before October 11, 2024**. Once construction has begun, contractor has **120 calendar days** to complete construction. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, at a rate of **\$ 500.00/day** for each and every calendar day the work remains incomplete over the specified completion date.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the County. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the County by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that:

- 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same;
- 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and
- 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, Leavenworth County, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed One (1) counterpart of this Contract in the prescribed form and manner, the day and year first above written.

ATTEST:

Leavenworth County, Kansas

Janet Klasinski, County Clerk


By: _____
Jeff Culbertson, First District & Chairman

ATTEST:

Contractor: Ebert Construction Co., Inc.



Title: James E. Ebert II, VP

By: 

Lisa Diederich, VP

CORPORATE SEAL

If Contractor is not an individual, authority for signing contract must be shown or attached.

Leavenworth County Request for Board Action

Date: March 21st, 2024

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the contract with Ebert Construction for the replacement of T-34 on 219th Street.

Analysis: This structure is located on 219th Street and was part of the five bridge design package that was contracted with Benesch in 2018. The low bid came in under the engineer's estimate of \$867,647. The Board accepted the low bid by Ebert Construction and Public Works issued a Notice to Proceed. Ebert Construction was the contractor for ST-100 and HP-19 and both of those projects were completed on time and on budget. The project is budgeted with ARPA Funds.

Alternatives: Deny and rebid

Budgetary Impact: \$765,640 (Bid plus 3.5% contingency)

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

Additional Attachments: Project Contract

**AGREEMENT BETWEEN
Leavenworth County, Kansas
and Contractor**

For

PROJECT: Bridge T-34

THIS AGREEMENT is made and entered into this ___ day of _____, 20__.

by and between Leavenworth County, Kansas, hereinafter the "County", and Ebert Construction Co., Inc., hereinafter the "Contractor";

WITNESSETH:

WHEREAS, the County has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the Notice to Bidders, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the County for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit:

Bridge T-34, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General, Supplementary and Special Conditions, Plans, Specifications and other Contract Documents as defined in Article 1 of the General Conditions of the Contract for Construction, on file with Leavenworth County, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the County, and in accordance with the laws of the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The County shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Seven hundred thirty nine thousand, seven hundred forty nine & 27/100 DOLLARS (\$ 739,749.27) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will be complete with all work covered by this Contract and be ready for final payment **before October 11, 2024**. Once construction has begun, contractor has **120 calendar days** to complete construction. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, at a rate of **\$ 500.00/day** for each and every calendar day the work remains incomplete over the specified completion date.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the County. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self- perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the County by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that:

- 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same;
- 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and
- 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, Leavenworth County, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed One (1) counterpart of this Contract in the prescribed form and manner, the day and year first above written.

ATTEST:

Leavenworth County, Kansas

Janet Klasinski, County Clerk

By: _____
Jeff Culbertson, First District & Chairman

ATTEST:

Contractor: Ebert Construction Co., Inc.

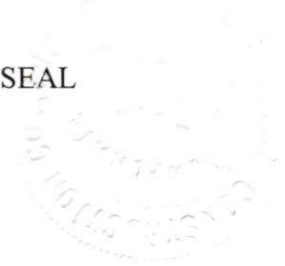


Title: James E. Ebert II, VP

By: 

Lisa Diederich, VP

CORPORATE SEAL



If Contractor is not an individual, authority for signing contract must be shown or attached.

Leavenworth County Request for Board Action

Date: February 29, 2024

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the contract with MegaKC Corp for the replacement of box culverts SH-63, HP-29, and HP-30.

Analysis: Two of these box culverts are on Eisenhower Road and the other is on the curve between 158th and Golden Road. Public Works advertised for bids on Drexel and on the county website. Two bids were received. This project is under a very short time line and cannot be rebid and have the work completed this year. We have seen this same significant increased cost on other bridges over the past twelve months. The bid was accepted by the Board and a notice to proceed was issued to the contractor.

Alternatives: Deny and rebid

Budgetary Impact: \$1,564,500 (Bid plus 3.5% contingency)

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

Additional Attachments: Bid tab.

CONTRACT BETWEEN
COUNTY OF LEAVENWORTH, KANSAS AND CONTRACTOR

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____ by and between the County of Leavenworth, Kansas, hereinafter called the COUNTY, and MegaKC Corporation hereinafter called the CONTRACTOR.

WITNESSETH, that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Documents for the completion of the Project generally described as follows:

Leavenworth County Culvert Improvements HP-29, HP-30, SH-63

Article 2. JURISDICTION. This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

Article 3. CONTRACT TIME. Contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work covered by this Contract within one hundred ninety (190) Calendar Days of Notice to Proceed date. Time is of the essence. Accordingly Liquidated Damages shall be assessed against Contractor as stipulated liquidated damages and not as a penalty, in an amount as set forth in the Supplementary Conditions for each and every calendar day the work remains incomplete over the specified completion time.

Article 4. CONTRACT PRICE. The County will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents, and the Contractor will accept in full compensation therefore, the sum of One Million, Five hundred eleven thousand, six hundred & 00/100 DOLLARS (\$ 1,511,600.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the Contract Documents. Payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

Article 5. PROGRESS AND FINAL PAYMENT. The County will make progress payments on account of the Contract Price as provided in the General Conditions as follows:

- 5.1 Progress and final payments will be on the basis of the Contractor's Applications for Payment as approved by the County.
- 5.2 On or about the 15th day of each month during construction Ninety (90)% of the Work completed, and Ninety (90)% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

Article 6. SCHEDULE LIQUIDATED DAMAGES

- 6.1 The parties agree that it would be difficult to determine the amount of damages that would be suffered due to a Contractor delay, but that the Liquidated Damages in the amount \$1,000 per Calendar Day are a fair and reasonable amount for each Day beyond the Completion Date, and that these Liquidated Damages do not constitute a penalty.
- 6.2 All schedule Liquidated Damages for which Contractor becomes liable pursuant to Section 6.1 may be offset by the County against amounts due under this Agreement, and if such amounts are not sufficient to pay the Liquidated Damages then due, such amounts will be payable to the County submits to Contractor an invoice therefore. Amounts paid late will accrue interest at a rate equal to two percent above the prime rate as set from time to time by Commerce Bank of Kansas City, N.A.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce the COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility of the accurate location of said underground facilities. No additional examinations, investigations, exploration, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at

the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given the COUNTY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the Following:

8.1 This Agreement (pages 1 to 4, inclusive).

8.2 Exhibits to this Agreement consist of Documents listed in Index to the Project Manual and identified herein.

8.3 Performance, Maintenance and Bid Bonds.

8.4 Notice of Award.

8.5 General Conditions.

8.6 Plans & Specifications

8.7 Addenda number 1.

8.8 CONTRACTOR'S Bid consisting of pages BF-1 to BF-5, inclusive.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate.

CONTRACTOR



Principal



Date

Tyler Wesselman **Vice President**

Title



Attest **Brian Gordon** **President**

COUNTY OF LEAVENWORTH, KANSAS

County Commission Chairperson

Date

BID FORM

COUNTY OF LEAVENWORTH, KANSAS

Leavenworth County Culvert Improvements HP-29, HP-30, SH-63

Owner: County of Leavenworth, Kansas

Name of Bidder: MegaKC Corporation

Address of Bidder: 1491 Iron, North Kansas City, MO 64116

NOTE: Please do not return the bid if you are not submitting the same. Your name will remain on our bidders list until we are notified to remove it.

Bid Proposal Amounts:

The undersigned, having examined the Contract Documents and the site of the proposed work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workman-like manner, all work required by the Contract Documents, at the prices stated below. Stated sums include fees, insurance payroll taxes, labor and performance bonds, and all other charges applicable to materials, appliances, labor and all charges that may be levied.

The Contractor acknowledges that the Notice to Proceed date shall be March 25, 2024. Upon the date of the Notice to Proceed the Contractor shall have One Hundred Ninety (190) calendar days to complete all work associated with the contract. All work shall be completed by October 1, 2024.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda (number and date).

Addenda No. 1 Dated 2/13/24

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Handwritten mark

Bid Sheet

| Leavenworth County Culvert Improvements HP-29, HP-30, SH-63 | | | | | |
|---|--|------|----------|------------|------------|
| Item No. | Item Description | Unit | Quantity | Unit Price | Total |
| BASE BID ITEMS | | | | | |
| 1 | Mobilization | LS | 1 | 75000.00 | 75000.00 |
| 2 | Removal of Existing Structures | LS | 1 | 58,857.82 | 58,857.82 |
| 3 | Clearing, Grubbing & Demolition | LS | 1 | 3750.00 | 3750.00 |
| 4 | Contractor Construction Staking | LS | 1 | 18500.00 | 18500.00 |
| 5 | Traffic Control | LS | 1 | 13330.00 | 13330.00 |
| CULVERT HP-29 | | | | | |
| 6 | Earthwork (Unclassified) | LS | 1 | 66500.00 | 66500.00 |
| | Common Excavation (Unclassified) VMF=0.90 | CY | 584 | FYI | FYI |
| | Type B (MR-90) Compaction VMF=0.90 | CY | 1,153 | FYI | FYI |
| | Contractor Furnished | CY | 697 | FYI | FYI |
| 7 | KDOT Class A Commercial Grade HMA (2") Surface | SY | 162 | 22.84 | 3700.08 |
| 8 | KDOT Class A Commercial Grade HMA (6") Base | SY | 162 | 63.25 | 10246.50 |
| 9 | Aggregate Base (AB-3) (4") | SY | 176 | 13.00 | 2288.00 |
| 10 | Pavement Marking (Multi-Component) (White) (4") | LF | 120 | 2.75 | 330.00 |
| 11 | Pavement Marking (Multi-Component) (Yellow) (4") | LF | 75 | 2.80 | 210.00 |
| 12 | Granular Backfill | CY | 264 | 84.25 | 22242.00 |
| 13 | 12'x12' Double Cell Precast RCB with Hubguard | LF | 80 | 4600.00 | 368,000.00 |
| 14 | RCB Wingwalls | EA | 4 | 17525.00 | 70100.00 |
| 15 | Foundation Stabilization | CY | 62 | 87.50 | 5425.00 |
| 16 | Rip Rap (KDOT Light 24") | SY | 404 | 79.00 | 31916.00 |
| 17 | Permanent Seeding | LS | 1 | 1400.00 | 1400.00 |
| 18 | Erosion Control | LS | 1 | 600.00 | 600.00 |
| CULVERT HP-30 | | | | | |
| 19 | Earthwork (Unclassified) | LS | 1 | 91200.00 | 91200.00 |
| | Common Excavation (Unclassified) VMF=0.90 | CY | 1,430 | FYI | FYI |
| | Type B (MR-90) Compaction VMF=0.90 | CY | 2,041 | FYI | FYI |
| | Contractor Furnished | CY | 838 | FYI | FYI |
| 20 | KDOT Class A Commercial Grade HMA (2") Surface | SY | 171 | 23.00 | 3933.00 |
| 21 | KDOT Class A Commercial Grade HMA (6") Base | SY | 171 | 63.25 | 10815.75 |
| 22 | Aggregate Base (AB-3) (4") | SY | 185 | 8.11 | 1500.35 |
| 23 | Pavement Marking (Multi-Component) (White) (4") | LF | 128 | 2.75 | 352.00 |
| 24 | Pavement Marking (Multi-Component) (Yellow) (4") | LF | 80 | 2.75 | 220.00 |
| 25 | Granular Backfill | CY | 178 | 79.50 | 14151.00 |
| 26 | 10x10 Precast RCB with Hubguard | LF | 114 | 1800.00 | 205,200.00 |
| 27 | RCB Wingwalls | EA | 4 | 2425.00 | 96500.00 |
| 28 | Foundation Stabilization | CY | 46 | 76.75 | 3530.50 |
| 29 | Rip Rap (KDOT Light 24") | SY | 984 | 73.00 | 71832.00 |

rw

| | | | | | |
|----------------------|--|----|-----|------------|------------|
| 30 | Permanent Seeding | LS | 1 | 1400.00 | 1400.00 |
| 31 | Erosion Control | LS | 1 | 600.00 | 600.00 |
| CULVERT SH-63 | | | | | |
| 32 | Earthwork (Unclassified) | LS | 1 | 20000.00 | 20000.00 |
| | Common Excavation (Unclassified) VMF=0.90 | CY | 140 | FYI | FYI |
| | Type B (MR-90) Compaction VMF=0.90 | CY | 351 | FYI | FYI |
| | Contractor Furnished | CY | 251 | FYI | FYI |
| 33 | KDOT Class A Commercial Grade HMA (2") Surface | SY | 131 | 23.00 | 3013.00 |
| 34 | KDOT Class A Commercial Grade HMA (6") Base | SY | 131 | 63.25 | 8285.75 |
| 35 | Aggregate Base (AB-3) (4") | SY | 142 | 8.25 | 1171.50 |
| 36 | Pavement Marking (Multi-Component) (White) (4") | LF | 104 | 2.75 | 286.00 |
| 37 | Pavement Marking (Multi-Component) (Yellow) (4") | LF | 102 | 2.75 | 280.50 |
| 38 | Granular Backfill | CY | 271 | 130.00 | 35230.00 |
| 39 | Contech #43 Aluminum Box Culvert with Wingwalls | LS | 1 | 130,000.00 | 130,000.00 |
| 40 | Concrete (Grade 5.0) with Reinforcing Steel | CY | 32 | 425.00 | 13600.00 |
| 41 | Rip Rap (KDOT Light 24") | SY | 165 | 84.25 | 13901.25 |
| 42 | Erosion Control (Class 2) (Type F) | SY | 24 | 16.75 | 402.00 |
| 43 | Permanent Seeding | LS | 1 | 1400.00 | 1400.00 |
| 44 | Erosion Control | LS | 1 | 400.00 | 400.00 |

| | |
|-----------------------|---------------------|
| Total Base Bid | 1,511,600.00 |
|-----------------------|---------------------|

Bid includes plan document requirements, mobilization, rolling procedure material testing, supervision, overhead and profit.

Base Bid:

ONE MILLION FIVE HUNDRED AND ELEVEN THOUSAND AND
SIX HUNDRED DOLLARS

(\$ 1,511,600.00). Figures

Time of Commencement, Completion and Damages:

- a. The Bidder agrees that if awarded the Contract, he will complete the work in accordance with these documents. The expected Contract Award date shall be no earlier than March 6, 2024, with the Notice to Proceed being issued March 25, 2024. All work to be completed within one hundred ninety (190) calendar days and shall be completed by October 1, 2024.

- b. Time is expressly declared to be of the essence in completion of the work covered by these Contract Documents and the Contractor shall be liable for actual damages for delay in completion of work. Where additional time is allowed under the agreement for the completion of the work, the new time limits shall be of the essence of the agreement.
- c. Substantial Completion of the Work: The undersigned will have the work ready for the Final Inspection and Owner's acceptance in accordance with these documents.

General Agreements:

- a. The Bidder agrees that he has had an opportunity to examine the site of the work and has examined the Contract Documents, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this bid and the materials, equipment and labor required there under, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that he will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
- b. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.
- c. The Bidder agrees that sub-contractors must be approved by County of Leavenworth, Kansas. In correlation with this agreement, the Contractor shall submit a list of sub-contractors and their project duties complete with references for verification.
- d. The Bidder agrees that his/her bid shall not be withdrawn or altered for a period of thirty (30) calendar days after the last date scheduled for the submission of bids.
- e. By signing this bid, each Bidder certifies that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

TW

The undersigned Bidder agrees that, when these requirements have been completed, he will execute an agreement with the Owner on the Contract between Owner & Contractor, in the Project Manual.

DATED THIS 27th DAY OF February, 2024.

Contractor: MegaKC Corporation

Address: 1491 Iron

City and State: North Kansas City, MO 64116

816-472-8722
Telephone Number

By: 
Signature of Authorized Officer **Tyler Wesselman**

Vice President
Title



Leavenworth County Request for Board Action

Date: March 21st, 2024

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the proposal and fee for construction engineering inspection on bridge A-60 on 215th Street with Finney and Turnipseed.

Analysis: Reece Construction had stated that they wanted to use the late start for this project of October 2024. They then notified us that they had a crew change and wanted to start immediately. We advertised on Drexel and sent the RFP to several engineering firms. We had concerns that we could not find a qualified inspection firm with little notice. Finney and Turnipseed had an inspection project that is waiting due to federal funding and had an inspector available.

Alternatives: Deny and use Olsson on-call

Budgetary Impact: \$25,254

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

Additional Attachments: Bid tab.

| Bridge | Name | Position | Rate | Pre-Construction | | | Construction | | Post-Construction | | Total | |
|--------|---------------------|-----------------------------|--------|------------------|----------|--------|--------------|-----------|-------------------|----------|--------------|------------------|
| | | | | | | | | | | | | |
| A-60 | Finney & Turnipseed | Principal | 135.00 | 0.00 | 0.00 | 14.00 | 1,890.00 | 2.00 | 270.00 | 16.00 | 2,160.00 | |
| | | Engineer A | 112.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | Engineer B | 105.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | Engineer C | 79.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | Engineering Tech A | 66.00 | 0.00 | 0.00 | 280.00 | 18,480.00 | 4.00 | 264.00 | 284.00 | 18,744.00 | |
| | | Engineering Tech B | 65.00 | 0.00 | 0.00 | 22.00 | 1,430.00 | 0.00 | 0.00 | | 1,430.00 | |
| | | Soil Proctor & Aggregate | 480.00 | 0.00 | 0.00 | 1.00 | 480.00 | | 0.00 | 1.00 | 480.00 | |
| | | Concrete Cylinders - 6 Sets | 60.00 | 0.00 | 0.00 | 6.00 | 360.00 | | 0.00 | 6.00 | 360.00 | |
| | | Mileage | 0.65 | 3,200.00 | 2,080.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,200.00 | 2,080.00 | |
| | | Total Hours | | | 0.00 | 0.00 | 14.00 | 22,280.00 | 2.00 | 534.00 | 16.00 | 25,254.00 |