

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

April 29, 2026

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 allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be no expectation of interaction by the Commission during this time. Everyone 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 a.m. 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. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comments will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
  - a) County Clerk report
  - b) Economic Development Week Proclamation
  - c) Budget update
  - d) Letter to legislators regarding EMS services

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 April 22, 2026
- b) Approval of the schedule for the week of May 4, 2026
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Price Construction Management to remove and replace the parking lot at EMS Station 2 and replace with alternate concrete in the amount of \$276,077.00.
- b) Case DEV-26-034, a request for a temporary special use permit for Rancho El Diamante
  - **OPEN PUBLIC HEARING**
  - **CLOSE PUBLIC HEARING**
  - Consider a motion to approve Case DEV-26-034, a temporary special use permit for three rodeo events located at 16819 Lenape Road, Linwood, KS.
- c) Consider a motion to enter into the Greater Kansas City Regional Resource Sharing Agreement for emergency response and recovery with Mid America Regional Council and MARC members who are signatories to the agreement.

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

- a) Quarterly report
  - Council on Aging
  - Appraiser

b) Executive session if needed

IX. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, April 27, 2026**

**Tuesday, April 28, 2026**

**Wednesday, April 29, 2026**

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

**Thursday, April 30, 2026**

**Friday, May 1, 2026**

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

**PROCLAMATION**

**ECONOMIC DEVELOPMENT WEEK**

May 4 - May 8, 2026

**Whereas**, communities rely on economic development professionals to promote economic well-being and quality of life; for the communities within Leavenworth County that means coordinating activities that create, retain, and expand jobs in order to facilitate growth, enhance wealth, and provide a stable tax base; and

**Whereas**, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

**Whereas**, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

**Whereas**, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

**Whereas**, economic developers work with the communities within Leavenworth County, Kansas.

**NOW THEREFORE BE IT RESOLVED**, that Leavenworth County recognizes May 4 through May 8, 2026, as Economic Development Week, and reminds individuals of the importance of this community celebration which supports expanding business opportunities and making lives better.

Dated: April, 29, 2026

By: \_\_\_\_\_  
Mike Stieben, Chairperson  
Leavenworth County Commission



## **COUNTY OF LEAVENWORTH**

**Board of County Commissioners**

**300 Walnut, Suite 225**

**Leavenworth, Kansas 66048-2815**

**(913)684-0417**

**Fax (913) 680-2742**

**Email: [bocc@leavenworthcounty.gov](mailto:bocc@leavenworthcounty.gov)**

April 29, 2026

Representative [Last Name],

The Leavenworth Board of County Commissioners writes to inform you that to date the County has been unable to reach an agreement with Fort Leavenworth for Advanced Life Support (ALS) ambulance services.

As mentioned in our last letter Leavenworth County has been attempting to negotiate an agreement with the Fort for approximately three years. While there has been some movement recently there is still no permanent agreement in place. The latest temporary extension is set to expire on May 1, 2026.

It is our understanding that the Fort is prepared to provide their own Basic Life Support ambulance services on May 1<sup>st</sup>. The County Commission is hopeful it doesn't come to that given the obvious degradation in service from ALS to BLS ambulance service. However, the Commission believes that three years of negotiations are long enough and does not intend to extend coverage beyond May 1, 2026.

We respectfully request your awareness of this matter and any assistance you may be able to provide in encouraging timely resolution. Our goal is a fair and sustainable agreement that protects both public safety and the financial interests of our residents.

Respectfully submitted,  
Leavenworth County Commission

\*\*\*\*\*April 22, 2026\*\*\*\*\*

The Board of County Commissioners met in regular session on Wednesday, April 22, 2026. Commissioner Smith, Commissioner Culbertson, Commissioner Reid, Commissioner Dove and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Also present: Misty Brown, County Counselor; John Jacobson, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services; Jamie Miller, EMS/Health Department Director, Aaron Yoakam, Buildings and Grounds Director; Fran Keppler, County Clerk; Dave Martin, Information Systems Director;

**PUBLIC COMMENT:**

Tyler Romans and Jim Karleskint commented.

**ADMINISTRATIVE BUSINESS:**

Fran Keppler and Dave Martin informed the Board of a grant for elections focusing on cyber security.

Commissioner Dove attended the 2<sup>nd</sup> Congressional District voting training.

*A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, April 22, 2026, as presented.*

*Motion passed, 5-0.*

Bill Noll presented the 5-year capital improvement plan.

*A motion was made by Commissioner Culbertson that the CIP 5- year plan includes more roads in my District and Vanessa's District.*

*A motion was made by Commissioner Smith and seconded by Commissioner Dove to pave the road in District 4 as recommended 127<sup>th</sup>, 131<sup>st</sup> and Marxen Road.*

*Motion passed, 3-2, Commissioners Culbertson and Reid voting nay.*

*A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to approve this CIP except for the fact that the \$500,000.00 listed each year goes equally among the 5 districts.*

*Commissioner Culbertson and Commissioner Reid withdrew their motion and second.*

*A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to accept the CIP as presented for 2027 then beginning in 2028 the dust abatement funds would be divided amongst Commission Districts 1, 5, 3 and 2.*

*Motion passed, 4-1, Commissioner Culbertson voting nay.*

Staff will draft a policy on how funds will be distributed.

Amy Allison presented Case DEV-26-022, a preliminary and final plat for Elysian Fields.

***A motion was made by Commissioner Reid and seconded by Commissioner Smith that the proposed final plat as outlined in Case DEV-26-022 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.***

Motion passed, 5-0.

Ms. Allison presented Case DEV-26-024, a preliminary and final plat for Daffner Estates.

***A motion was made by Commissioner Reid and seconded by Commissioner Dove that the proposed final plat as outlined in Case DEV-26-024 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.***

Motion passed, 5-0.

Mark Loughry presented Board Order 2026-4, transferring funds from the General Operating Fund to the County Capital Improvement Fund.

***A motion was made by Commissioner Dove and seconded by Commissioner Reid to approve Board Order 2026, transferring funds from the General Operating Fund to the County Capital Improvement Fund in the amount of \$800,000.00.***

Motion passed, 5-0.

Mr. Loughry presented Board Order 2026-5, transferring funds from the General Operating Fund of the County to the Capital Improvement Funds.

***A motion was made by Commissioner Reid and seconded by Commissioner Dove to approve Board Order 2026-5, transferring funds from the General Operating Fund of the County (Cushing Lease Buyout) to the Capital Improvement Funds in the amount of \$2,200,000.00.***

Motion passed, 5-0.

Mr. Noll presented Board Order 2026-6, dust abatement with private funds.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve Board Order 2026-6, accepting one dust abatement application on Happy Hollow Road to extend the public improvement with private funds that will cover 100% of the cost.***

Motion passed, 5-0.

Jamie Miller presented the quarterly report for EMS and the Health Department.

Aaron Yoakam presented the quarterly report for Buildings and Grounds.

Mr. Noll presented the quarterly report for Public Works.

Commissioner Stieben inquired if anything has been received a response from Fort Leavenworth on the EMS agreement.

Mr. Loughry indicated there has not been a response at this time.

Staff was directed to draft a letter to federal legislators informing them of the deadline.

Commissioner Reid inquired if the Board would support a policy that would include private funding that would cover 100% of costs of road improvements.

Mr. Loughry indicated when it comes up in October that will be an option the Board could vote on.

***A motion was made by Commissioner Dove and seconded by Commissioner Smith to adjourn.  
Motion passed, 5-0.***

The Board adjourned at 11:14 a.m.

Kim Colbert commented.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, May 4, 2026**

**Tuesday, May 5, 2026**

**Wednesday, May 6, 2026**

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

**Thursday, May 7, 2026**

**Friday, May 8, 2026**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
789		04/23/2026	70 140606	FREESTATE ELECTRIC COOPERATIVE 6-001-5-14-220	725 LAMING RD	838.56	
					WARRANT TOTAL		838.56
790		04/23/2026	6055 140640 140640 140640 140640 140640 140640 140640 140640 140640 140640 140640 140640 140640 140640	FLEETHOSTER 6-001-5-05-271 6-001-5-06-222 6-001-5-11-271 6-001-5-31-230 6-001-5-41-271 6-001-5-53-220 6-108-5-00-213 6-127-5-00-2 6-133-5-00-229 6-136-5-00-221 6-137-5-00-229 6-145-5-00-230 6-160-5-00-215	MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH	100.00 19.95 19.95 59.85 100.00 99.75 39.90 20.00 998.75 40.00 300.00 711.75 119.80	
					WARRANT TOTAL		2,629.70
791		04/23/2026	8103 140707	CHARTER COMMUNICATIONS 6-001-5-07-219	INTERNET ACCESS FOR MENTAL HEA	183.10	
					WARRANT TOTAL		183.10
792		04/23/2026	8416 140619	IRON MOUNTAIN INC 6-001-5-11-208	CO ATTY SHREDDING	26.00	
					WARRANT TOTAL		26.00
793		04/23/2026	8686 140654 140700 140700 140704 140704 140704 140704 140704 140602 140602 140602 140602	EVERGY KANSAS CENTRAL INC 6-001-5-05-215 6-108-5-00-219 6-108-5-00-606 6-133-5-00-251 6-133-5-00-251 6-133-5-00-251 6-133-5-00-251 6-212-5-00-2 6-212-5-00-2 6-212-5-00-2 6-212-5-00-2	SERVICE DATE TO 4/13 HEALTH AND WIC ENERGY HEALTH AND WIC ENERGY ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE	496.15 523.33 174.44 756.16 420.14 27.56 76.97 210.90 86.62 37.82 76.87	
					WARRANT TOTAL		2,886.96
794		04/23/2026	516725 140639 140639 140639 140639 140639 140639 140639 140639 140639 140639 140639 140639 140639	ENTERPRISE FM TRUST 6-001-5-05-271 6-001-5-06-222 6-001-5-11-271 6-001-5-31-230 6-001-5-41-271 6-001-5-53-220 6-126-5-00-221 6-133-5-00-229 6-136-5-00-221 6-145-5-00-230 6-160-5-00-215	MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES MARCH MONTHLY CHARGES	4,376.51 315.52 385.26 2,778.58 1,947.68 2,335.12 14.77 13,465.18 35.23 20,578.21 1,149.88	
					WARRANT TOTAL		47,381.94

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
795		04/22/2026	70 140719	FREESTATE ELECTRIC COOPERATIVE 6-133-5-00-251	ELECTRIC SERVICE	95.13	
					WARRANT TOTAL		95.13
796		04/22/2026	8686 140724	EVERGY KANSAS CENTRAL INC 6-001-5-12-269	PHONE SERVICE	1,356.46	
					WARRANT TOTAL		1,356.46
*119654	AP	04/23/2026	1513	ADVANCED AUTOMOTIVE			
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	889.80	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	624.00	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	187.50	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	419.00	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	306.50	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	119.00	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	550.50	
			140594	6-001-5-05-213	VEHICLE MAINTENANCE AND SUPPLI	100.00	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	796.58	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	568.82	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	432.98	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	460.24	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	440.12	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	7.14	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	592.02	
			140594	6-001-5-05-306	VEHICLE MAINTENANCE AND SUPPLI	25.90	
					WARRANT TOTAL		6,520.10
119655	AP	04/23/2026	2385	ALLTECH MECHANICAL LLC			
			140587	6-108-5-00-204	COOLER AND FREEZER CHECKS SERV	120.00	
			140587	6-108-5-00-204	COOLER AND FREEZER CHECKS SERV	120.00	
					WARRANT TOTAL		240.00
119656	AP	04/23/2026	8020	APCO INTERNATIONAL			
			140612	6-174-5-00-202	CTO 1ST AND 6TH ED RECERTIFICA	145.00	
					WARRANT TOTAL		145.00
119657	AP	04/23/2026	18253	AT&T MOBILITY			
			140705	6-001-5-07-210	AT&T MONTHLY STATEMENT	45.86	
			140621	6-126-5-00-210	WIRELESS SERVICE	255.10	
			140623	6-136-5-00-206	WIRELESS	102.04	
			140623	6-136-5-00-246	WIRELESS	51.02	
			140622	6-138-5-00-226	WIRELESS	255.10	
					WARRANT TOTAL		709.12
119658	AP	04/23/2026	1737	AT&T			
			140613	6-174-5-00-210	LEAVENWORTH AND FT LEAVENWORTH	78.74	
			140613	6-174-5-00-210	LEAVENWORTH AND FT LEAVENWORTH	78.74	
					WARRANT TOTAL		157.48
119659	AP	04/23/2026	917	WILLIAM BECK			
			140592	6-001-5-31-288	HOT BUILDING	499.00	
			140590	6-001-5-31-290	SERVICE, TRANE CHILLER, CHILLE	1,427.43	
			140590	6-001-5-31-290	SERVICE, TRANE CHILLER, CHILLE	2,310.00	
			140590	6-001-5-31-290	SERVICE, TRANE CHILLER, CHILLE	5,131.02	
			140589	6-001-5-32-209	CAMUS RELIEF VALVE AND TRANE C	1,663.56	
			140589	6-001-5-32-209	CAMUS RELIEF VALVE AND TRANE C	1,565.00	
			140591	6-001-5-33-209	CU TOWER CLEANING AND CU GAS S	1,035.00	

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			140591	6-001-5-33-209	CU TOWER CLEANING AND CU GAS S	795.00	
					WARRANT TOTAL		14,426.01
119660	AP	04/23/2026	2541	BEST PLUMBING SPECIALTIES, INC			
			140709	6-001-5-07-357	JAIL PLUMBING SUPPLIES	467.34	
					WARRANT TOTAL		467.34
119661	AP	04/23/2026	1057	PRIMO BRANDS			
			140655	6-160-5-00-263	WATER DELIVERY	260.81	
					WARRANT TOTAL		260.81
119662	AP	04/23/2026	2621	TERRY BOOKER			
			140630	6-145-5-00-256	MEALS FOR 04/01-04/17	9,009.00	
			140630	6-145-5-00-256	MEALS FOR 04/01-04/17	15,125.50	
			140630	6-145-5-00-256	MEALS FOR 04/01-04/17	15,346.50	
					WARRANT TOTAL		39,481.00
119663	AP	04/23/2026	36	PATRICK J CAHILL			
			140627	6-001-5-09-231	COURT APPOINTED ATTORNEY	5,000.00	
					WARRANT TOTAL		5,000.00
119664	AP	04/23/2026	362	BENJAMIN CASAD			
			140595	6-001-5-09-231	COURT APPOINTED ATTORNEY	5,000.00	
					WARRANT TOTAL		5,000.00
119665	AP	04/23/2026	562	ACCESSIBLE SOLUTIONS INC			
			140609	6-145-5-00-208	12 LICENSE 1 YEAR SUBSCRIPTION	10,974.00	
					WARRANT TOTAL		10,974.00
119666	AP	04/23/2026	24545	CDW GOVERNMENT INC			
			140632	6-115-5-00-409	RHEL SERVER STANDARD	878.00	
					WARRANT TOTAL		878.00
119667	AP	04/23/2026	5637	CLEARWATER ENTERPRISES, LLC			
			140601	6-001-5-14-220	JC AND CH GAS SERVICE	917.54	
			140601	6-001-5-32-392	JC AND CH GAS SERVICE	2,399.34	
			140599	6-001-5-33-392	711 MARSHALL	1,129.60	
			140599	6-001-5-33-392	711 MARSHALL	20.92	
			140703	6-133-5-00-304	GAS FOR COUNTY SHOP	352.38	
			140600	6-195-5-00-290	216 WALNUT ST	66.27	
					WARRANT TOTAL		4,886.05
119668	AP	04/23/2026	5362	DIAMOND DRUGS, INC			
			140652	6-001-5-07-219	MARCH INMATE PERSCRIPTION	2,516.69	
					WARRANT TOTAL		2,516.69
119669	AP	04/23/2026	2606	EMERALD COURT REPORTING, LLC			
			140618	6-001-5-11-255	COST OF CERTIFIED TRANSCRIPT O	560.00	
					WARRANT TOTAL		560.00
119670	AP	04/23/2026	1014	EULER LAW OFFICES			
			140596	6-001-5-09-231	COURT APPOINTED ATTORY CINC	225.00	
					WARRANT TOTAL		225.00
119671	AP	04/23/2026	894	FORENSIC MEDICAL MANAGEMENT SE			
			140631	6-001-5-13-271	AUTOPSY SERVICES, REPORT OF DE	14,850.00	
			140631	6-001-5-13-271	AUTOPSY SERVICES, REPORT OF DE	450.00	
			140631	6-001-5-13-271	AUTOPSY SERVICES, REPORT OF DE	225.00	
			140631	6-001-5-13-271	AUTOPSY SERVICES, REPORT OF DE	1,700.00	
			140631	6-001-5-13-271	AUTOPSY SERVICES, REPORT OF DE	450.00	
					WARRANT TOTAL		17,675.00
119672	AP	04/23/2026	193	GMIS INTERNATIONAL			

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			140635	6-001-5-18-202	MEMBERSHIP DUES	300.00	
					WARRANT TOTAL		300.00
119673	AP	04/23/2026	23163	RADIOMETER AMERICA INC DIV:HEM			
			140701	6-108-5-00-606	CUVETTES	282.00	
			140701	6-108-5-00-606	CUVETTES	35.00	
			140701	6-108-5-00-606	CUVETTES	18.82	
					WARRANT TOTAL		335.82
119674	AP	04/23/2026	1017	HERMAN LAW OFFICE, P.A.			
			140628	6-001-5-09-231	COURT APPOINTED ATTORNEY	5,000.00	
					WARRANT TOTAL		5,000.00
119675	AP	04/23/2026	2505	INTRINSIC INTERVENTIONS			
			140620	6-127-5-00-3	LAB COST	225.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	65.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	75.00	
			140620	6-127-5-00-3	LAB COST	50.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	50.00	
			140620	6-127-5-00-3	LAB COST	25.00	
			140620	6-127-5-00-3	LAB COST	50.00	
			140620	6-127-5-00-3	LAB COST	50.00	
					WARRANT TOTAL		740.00
119676	AP	04/23/2026	99				
			140656	6-001-5-19-205	JURY FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
119677	AP	04/23/2026	99				
			140657	6-001-5-19-205	JURY FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
119678	AP	04/23/2026	99	M			
			140658	6-001-5-19-205	JURY FEE AND MILEAGE	79.40	
					WARRANT TOTAL		79.40
119679	AP	04/23/2026	99				
			140659	6-001-5-19-205	JURY FEE AND MILEAGE	69.60	
					WARRANT TOTAL		69.60
119680	AP	04/23/2026	99				
			140660	6-001-5-19-205	JURY FEE AND MILEAGE	30.60	
					WARRANT TOTAL		30.60
119681	AP	04/23/2026	99				
			140661	6-001-5-19-205	JURY FEE AND MILEAGE	73.80	
					WARRANT TOTAL		73.80
119682	AP	04/23/2026	99				
			140662	6-001-5-19-205	JURY FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
119683	AP	04/23/2026	99				
			140663	6-001-5-19-205	JURY FEE AND MILEAGE	60.00	
					WARRANT TOTAL		60.00

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
119684	AP	04/23/2026	99 140664	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
119685	AP	04/23/2026	99 140665	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
119686	AP	04/23/2026	99 140666	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	32.00	32.00
119687	AP	04/23/2026	99 140667	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	54.40	54.40
119688	AP	04/23/2026	99 140668	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	40.40	40.40
119689	AP	04/23/2026	99 140669	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	36.20	36.20
119690	AP	04/23/2026	99 140670	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	82.20	82.20
119691	AP	04/23/2026	99 140671	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	53.00	53.00
119692	AP	04/23/2026	99 140672	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	33.40	33.40
119693	AP	04/23/2026	99 140674	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	60.00	60.00
119694	AP	04/23/2026	99 140675	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	72.40	72.40
119695	AP	04/23/2026	99 140676	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	30.60	30.60
119696	AP	04/23/2026	99 140677	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	25.00	25.00
119697	AP	04/23/2026	99 140678	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	32.00	32.00
119698	AP	04/23/2026	99 140679	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	43.20	43.20
119699	AP	04/23/2026	99 140680	6-001-5-19-205	JURY FEE AND MILEAGE WARRANT TOTAL	40.40	40.40
119700	AP	04/23/2026	99 140681	6-001-5-19-205	JURY FEE AND MILEAGE	50.00	

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		50.00
119701	AP	04/23/2026	99 140682	6-001-5-19-205	JURY FEE AND MILEAGE	58.60	58.60
					WARRANT TOTAL		58.60
119702	AP	04/23/2026	99 140683	6-001-5-19-205	JURY FEE AND MILEAGE	50.00	50.00
					WARRANT TOTAL		50.00
119703	AP	04/23/2026	99 140684	6-001-5-19-205	JURY FEE AND MILEAGE	54.40	54.40
					WARRANT TOTAL		54.40
119704	AP	04/23/2026	99 140685	6-001-5-19-205	JURY FEE AND MILEAGE	50.20	50.20
					WARRANT TOTAL		50.20
119705	AP	04/23/2026	99 140686	6-001-5-19-205	JURY FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		25.00
119706	AP	04/23/2026	99 140687	6-001-5-19-205	JURY FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		25.00
119707	AP	04/23/2026	99 140688	6-001-5-19-205	JURY FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		25.00
119708	AP	04/23/2026	99 140689	6-001-5-19-205	JURY FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		25.00
119709	AP	04/23/2026	99 140690	6-001-5-19-205	JURY FEE AND MILEAGE	53.00	53.00
					WARRANT TOTAL		53.00
119710	AP	04/23/2026	99 140691	6-001-5-19-205	JURY FEE AND MILEAGE	30.60	30.60
					WARRANT TOTAL		30.60
119711	AP	04/23/2026	99 140692	6-001-5-19-205	JURY FEE AND MILEAGE	29.20	29.20
					WARRANT TOTAL		29.20
119712	AP	04/23/2026	99 140693	6-001-5-19-205	JURY FEE AND MILEAGE	53.00	53.00
					WARRANT TOTAL		53.00
119713	AP	04/23/2026	99 140694	6-001-5-19-205	JURY FEE AND MILEAGE	65.40	65.40
					WARRANT TOTAL		65.40
119714	AP	04/23/2026	99 140695	6-001-5-19-205	JURY FEE AND MILEAGE	61.20	61.20
					WARRANT TOTAL		61.20
119715	AP	04/23/2026	99 140696	6-001-5-19-205	JURY FEE AND MILEAGE	68.20	68.20
					WARRANT TOTAL		68.20
119716	AP	04/23/2026	66366 140607	KANSAS GAS SERVICE 6-001-5-14-220	725 LAMING RD	476.97	476.97
					WARRANT TOTAL		476.97
119717	AP	04/23/2026	1851	KANSAS ONE-CALL SYSTEM INC			

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			140636	6-001-5-18-213	LOCATE SERVICES	14.63	
					WARRANT TOTAL		14.63
119718	AP	04/23/2026	771 140649	KANSAS CO TREASURER ASSN 6-001-5-03-203	TREASURER ASSOCIATION CONFEREN	300.00	
					WARRANT TOTAL		300.00
119719	AP	04/23/2026	1842 140603 140603 140603	KONE INC 6-001-5-31-220 6-001-5-32-262 6-001-5-33-262	ELEVATOR MAINTENANCE ELEVATOR MAINTENANCE ELEVATOR MAINTENANCE	129.86 519.46 1,179.86	
					WARRANT TOTAL		1,829.18
119720	AP	04/23/2026	1629 140650	KANSAS UNIVERSITY PHYSICIANS I 6-001-5-07-219	INMATE MEDICAL BILL	179.04	
					WARRANT TOTAL		179.04
119721	AP	04/23/2026	9271 140597	CITY OF LANSING 6-160-5-00-210	SERVICE PERIOD	27.90	
					WARRANT TOTAL		27.90
119722	AP	04/23/2026	4755 140648 140593 140697 140610 140610 140610 140610 140610 140610 140610 140610 140610	LEAVENWORTH PAPER AND OFFICE S 6-001-5-03-301 6-001-5-19-301 6-001-5-19-301 6-145-5-00-345 6-145-5-00-345 6-145-5-05-301 6-145-5-06-301 6-145-5-06-321 6-145-5-07-302 6-145-5-07-321	PAPER AT 44.50 X 12 OFFICE SUPPLIES INCLUDING TONE WASTE BASKET C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES C1 CONSUMABLES SUPPLIES	534.00 2,692.85 53.95 156.49 376.76 53.60 40.57 139.11 4.29 23.18	
					WARRANT TOTAL		4,074.80
119723	AP	04/23/2026	688 140638	LOGICALIS 6-115-5-00-409	WIRELESS RF SURVEY PROJECT	12,408.00	
					WARRANT TOTAL		12,408.00
119724	AP	04/23/2026	1991 140611	MID-AMERICA REGIONAL COUNCIL 6-174-5-00-210	MARC 911 EQUIPMENT APRIL	33,263.55	
					WARRANT TOTAL		33,263.55
119725	AP	04/23/2026	2419 140708	MCKESSON MEDICAL SURGICAL 6-001-5-07-219	MEDICAL SUPPLIES INMATE HEALTH	816.17	
					WARRANT TOTAL		816.17
119726	AP	04/23/2026	13900 140604	MID-CONTINENTAL RESTORATION CO 6-215-5-14-401	300 WALNUT ST	2,200.00	
					WARRANT TOTAL		2,200.00
119727	AP	04/23/2026	105 140637	MIDWEST MOBILE RADIO SERVICE 6-001-5-18-213	TOWER RENT	900.00	
					WARRANT TOTAL		900.00
119728	AP	04/23/2026	2666 140588	CARLEY MARTIN 6-108-5-00-606	TRAVEL REIMBURSEMENT AND DINNE	56.00	
					WARRANT TOTAL		56.00
119729	AP	04/23/2026	2666 140616	SHAYLA HERRERA 6-176-5-00-212	ALL RISE MEMBERSHIP DUES	60.00	
					WARRANT TOTAL		60.00
119730	AP	04/23/2026	2666	LINDSEY BUCHANAN			

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			140615	6-176-5-00-212	ALLRISE MEMBERSHIP DUES	60.00	
119731	AP	04/23/2026	2666 140614	CHRISTOPHER LYONS 6-176-5-00-212	WARRANT TOTAL		60.00
					ALL RISE MEMBERSHIP DUES	60.00	
119732	AP	04/23/2026	2666 140617	CYNTHIA GRIPPIN 6-001-5-11-205	WARRANT TOTAL		60.00
					MILEAGE REIMBURSEMENT SUNFLOWE	113.10	
119733	AP	04/23/2026	2666 140626	FRAN KEPPLER 6-001-5-02-211	WARRANT TOTAL		113.10
					ROUND TRIP MILEAGE TO MANHATTT	133.93	
119734	AP	04/23/2026	2666 140699	DARRYL SINDEN 6-108-5-00-216	WARRANT TOTAL		133.93
					ADJUSTED CLAIM SELF PAY	20.00	
119735	AP	04/23/2026	60 140702	NUTRIEN AG SOLUTIONS, INC 6-001-5-53-305	WARRANT TOTAL		20.00
					ALLIGARE 2.4 D AMINE	8,262.00	
119736	AP	04/23/2026	969 140653 140653 140653	OVERHEAD DOOR CO 6-001-5-07-207 6-001-5-07-207 6-001-5-07-207	WARRANT TOTAL		8,262.00
					EAST GATE, EXIT DOOR FOR REPAI	485.50	
					EAST GATE, EXIT DOOR FOR REPAI	606.80	
					EAST GATE, EXIT DOOR FOR REPAI	452.10	
119737	AP	04/23/2026	7098 140629	QUILL CORP 6-001-5-09-301	WARRANT TOTAL		1,544.40
					SUPPLIES	306.92	
119738	AP	04/23/2026	17368 140651	SECURITY TRANSPORT SERVICES 6-001-5-07-218	WARRANT TOTAL		306.92
					TRANSPORT OF INMATE	3,324.89	
119739	AP	04/23/2026	1708 140624 140625 140625	LEAV CO SHERIFF-SECURITY 6-126-5-00-224 6-136-5-00-205 6-136-5-00-245	WARRANT TOTAL		3,324.89
					SECURITY	547.86	
					SECURITY	273.94	
					SECURITY	273.93	
119740	AP	04/23/2026	915 140608 140608 140608	SMITHEREEN PEST MANAGEMENT 6-001-5-31-212 6-001-5-32-211 6-001-5-33-211	WARRANT TOTAL		1,095.73
					PEST CONTROL	659.00	
					PEST CONTROL	100.00	
					PEST CONTROL	125.00	
119741	AP	04/23/2026	248 140706	ELIOR, INC 6-001-5-07-261	WARRANT TOTAL		884.00
					INMATE MEALS FOR 4-11 4-17	6,452.51	
119742	AP	04/23/2026	23432 140633	TANGENT COMPUTER 6-001-5-18-254	WARRANT TOTAL		6,452.51
					SUBSCRIPTION	4,017.44	
119743	AP	04/23/2026	651 140634	USIC HOLDING INC 6-001-5-18-213	WARRANT TOTAL		4,017.44
					LOCATE SERVICES	248.70	
119744	AP	04/23/2026	298 140598	MICHAEL D WILLIAMS 6-001-5-32-209	WARRANT TOTAL		248.70
					JUSTICE CENTER COMPLETION OF 3	4,250.00	
					WARRANT TOTAL		4,250.00

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
119745	AP	04/23/2026	100 140641	6-001-5-14-221	WITNESS FEE AND MILEAGE	54.00	54.00
					WARRANT TOTAL		
119746	AP	04/23/2026	100 140642	6-001-5-14-221	WITNESS FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		
119747	AP	04/23/2026	100 140643	6-001-5-14-221	WITNESS FEE AND MILEAGE	25.00	25.00
					WARRANT TOTAL		
119748	AP	04/23/2026	100 140644 140646 140647	6-001-5-14-221 6-001-5-14-221 6-001-5-14-221	WITNESS FEE AND MILEAGE WITNESS FEE AND MILEAGE WITNESS FEE AND MILEAGE	45.30 45.30 45.30	135.90
					WARRANT TOTAL		
119749	AP	04/22/2026	24545 <del>140723</del>	CDW GOVERNMENT INC 6-148-5-00-301	PHONE FOR THE ANNEX	58.94	58.94
					WARRANT TOTAL		
119750	AP	04/22/2026	656 140711	JAMES ANTWONE FLOYD 6-001-5-09-231	COURT APPOINTED ATTORNEY	5,000.00	5,000.00
					WARRANT TOTAL		
119751	AP	04/22/2026	1017 140716 140717 140715	HERMAN LAW OFFICE, P.A. 6-001-5-09-231 6-001-5-09-231 6-001-5-09-231	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY	5,000.00 5,000.00 2,096.77	12,096.77
					WARRANT TOTAL		
119752	AP	04/22/2026	2059 140721	MIDWEST OFFICE TECHNOLOGY INC 6-198-5-18-301	CAN ON IRAC3926	108.68	108.68
					WARRANT TOTAL		
119753	AP	04/22/2026	632 140718 140718	RURAL WATER DIST NO 8 6-133-5-00-214 6-133-5-00-214	WATER METER SERVICE AT THE SHO WATER METER SERVICE AT THE SHO	106.40 368.87	475.27
					WARRANT TOTAL		
119754	AP	04/22/2026	6148 140722	LEAV CO SHERIFF DEPT 6-001-5-12-216	AT&T PHONE SERVICE	323.51	323.51
					WARRANT TOTAL		
119755	AP	04/22/2026	1036 140710	SPARROW WOMEN'S CLINIC 6-001-5-25-255	REISSUE CHECK 118251 FROM JANU	2,500.00	2,500.00
					WARRANT TOTAL		
119756	AP	04/22/2026	830 140720	TG TECHNICAL SERVICES, LLC 6-001-5-12-204	DRAFER BATTERY PACK T4 NIMH 2.	151.36	151.36
					WARRANT TOTAL		
GRAND TOTAL							282,076.96

START DATE: 04/17/2026 END DATE: 04/23/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

FUND SUMMARY

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001	GENERAL	137,135.46
108	COUNTY HEALTH	1,389.49
115	EQUIPMENT RESERVE	13,286.00
126	COMM CORR ADULT	817.73
127	COMM CORR ADULT NON GRANT	760.00
133	ROAD & BRIDGE	16,667.54
136	COMM CORR JUVENILE	776.16
137	LOCAL SERVICE ROAD & BRIDGE	300.00
138	JUV INTAKE & ASSESSMENT	255.10
145	COUNCIL ON AGING	72,538.96
146	COUNTY TREASURER SPECIAL	58.94
160	SOLID WASTE MANAGEMENT	1,558.39
174	911	33,566.03
176	VETERANS TREATMENT COURT (16.753)	180.00
195	JUVENILE DETENTION	66.27
198	SPECIAL GRANTS	108.68
212	SEWER DISTRICT 2: TIMBERLAKES	412.21
215	CAPITAL IMPROVEMENTS	2,200.00
	TOTAL ALL FUNDS	282,076.96

# Leavenworth County Request for Board Action

Date: 4/29/2026

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: \_\_\_\_\_

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Approve Price Construction Management to remove and replace the parking lot at EMS station 2 and replace with alternate concrete.

**Recommendation:** Approve allow Buildings and Grounds Director to sign notice to award, as well as notice to proceed, and Chairperson to sign Contract once Legal and contractor have reviewed and signed off.

**Analysis:** The parking lot has been failing and in need of replacement. The original work was done years ago by the County Shop crew. The asphalt has failed and the water and salt from winter treatments has cause the base to deteriorate. The selection committee has made the recommendation to approve the alternate which is use of concrete.

**Alternatives:** Reject the replacement and continue to have failures in the base and asphalt till the lot is not usable for EMS station, Or reject the alternate and replace the parking lot in asphalt.

**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:** \$276,077.00

**Additional Attachments:** EMS Station 2 Parking Lot Bid Tab  
Contract  
Notice to proceed  
Notice to Award

**LEAVENWORTH COUNTY KANSAS  
Station 2 Parking Lot**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this 29 day of April, 2026 by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the "Owner" Price Construction Management

party of the second part, hereinafter termed in this agreement, "The Contractor", shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled EMS Station 2 Parking Lot Removal and Replacement said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of EMS Station 2 Parking Lot in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for EMS Station 2 Parking Lot, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and other services necessary to construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) \_\_\_\_\_ for all the 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, in the manner provided in the General Conditions hereto attached. The Contractor acknowledges that the unit prices listed in the Bid Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60-1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner and will complete all work covered by this contract within 15 working days.

ARTICLE V. It is understood that the representative of Leavenworth County shall be Aaron Yoakam.

Article VI. The term "Contract Documents" means and includes the following:

- (a) Legal Notice of Invitation for Bids
- (b) Instructions and Information to Bidders
- (c) Executed Bid Form
- (d) Bid Bond
- (e) Amendments
- (f) Agreement
- (g) Payment Bond
- (h) Performance Bond

- (i) Notice of Award
- (j) Notice to Proceed
- (k) Change Orders
- (l) Additional Written Instruction and Detailed Drawings Approved by the representative.
- (m) Drawings
- (n) General Conditions
- (o) Supplemental General Conditions
- (p) Forms
- (q) Technical Provisions
- (r) Special Conditions
- (t) Leavenworth County General Contractual Provisions

VII. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Owner  
County of Leavenworth, Kansas

Contractor

By: \_\_\_\_\_  
Chairman County Commission

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

ATTEST:

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

\*\*\*\*\*

Leavenworth, Kansas \_\_\_\_\_, 20\_\_\_\_\_.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved as to form.

\_\_\_\_\_  
County Counselor

**NOTICE TO PROCEED**

Project EMS Station 2 Parking Lot

To: Price Construction Management Contractor

The Owner, represented by the undersigned, having executed the Agreement dated April 29, 2026, hereby gives you written authorization to proceed with the work on May 29 2026 or sooner.

In accordance with the contract, the work shall be completed in its entirety Before September 18, 2026 the date stated in this notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**NOTICE OF AWARD**

Project EMS Station 2 Parking lot

To: Price Construction Management Contractor

The Owner, represented by the undersigned, considered your Bid submitted on April 13, 2026 for the above Project.

You are hereby notified that your Bid has been accepted in the amount of \$276,077.00 for items, Removal and replacement of the EMS Station 2 parking lot as specified in bid documents with alternate concrete.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non-Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_



**COUNTY OF LEAVENWORTH  
EMS Station 2 Parking Lot**

No.	Item Description	Unit	Quantity	Price Construction Management		Little Joe's Asphalt Inc		Byrne and Jones Construction		Sands Construction LLC		Barkley Asphalt Co. Inc.		McConnell & Associates		Leavenworth Excavating & Equipment Company Inc.		Primetime Contracting Corp.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
	<b>SITE</b>																		
1	Asphalt pavement and sub base removal	SY	1	\$ 6.49		\$16.80		\$19.50		\$ 18.94		\$ 16.36		\$ 19.09		\$ 10.25		\$ 20.00	
2	Aggregate Base	SY	1	\$ 14.40		\$12.55		\$11.50		\$ 12.49		\$ 19.25		\$ 18.22		\$ 24.30		\$ 12.00	
3	Asphalt pavement	SY	1	\$ 34.29		\$34.18		\$34.75		\$ 32.30		\$ 45.00		\$ 43.18		\$ 35.85		\$ 42.00	
4	Pavement Striping	LF	1	\$1685 lump		\$1.50		\$2.00		\$ 3.51		\$ 1.25		\$ 0.40		\$ 3.00		\$ 3.00	
5	ADA parking markings	LF	1	\$ -		\$100.00		\$250.00		\$ 84.00		\$ 150.00		\$ 75.00		\$ 80.90		\$ 160.00	
6	Concrete Curb	LF	1	\$ 37.80		\$59.95		\$47.00		\$ 39.30		\$ 40.00		\$ 81.88		\$ 61.20		\$ 60.00	
7	Concrete flume	EA	1	\$ 270.00		\$2,015.00		\$2,900.00		\$ 921.00		\$ 3,000.00		\$ 2,200.00		\$ 2,630.00		\$ 2,000.00	
8	BASE BID ASPHALT				\$150,738.00		\$172,994.60		\$176,615.00		\$184,361.00		\$208,810.20		\$213,575.00		\$236,109.30		\$248,750.00
9	Concrete Alternate			\$ 125,339.00		\$171,508.00		\$202,785.00		\$ 139,676.00		\$275,550.00		\$108,000.00		\$ 327,630.00		\$177,746.00	
	<b>CONCRETE ALTERNATE TOTAL</b>			<b>\$276,077.00</b>		<b>\$344,502.60</b>		<b>\$379,400.00</b>		<b>\$324,037.00</b>		<b>\$484,360.20</b>		<b>\$321,575.00</b>		<b>\$ 563,739.30</b>		<b>\$426,496.00</b>	
	<b>TOTAL BASE BID</b>				<b>\$150,738.00</b>		<b>\$172,994.60</b>		<b>\$176,615.00</b>		<b>\$184,361.00</b>		<b>\$208,810.20</b>		<b>\$213,575.00</b>		<b>\$236,109.30</b>		<b>\$248,750.00</b>

**Leavenworth County  
Request for Board Action  
DEV-26-034 – Rancho El Diamante TSUP  
Public Hearing  
\*Regular Agenda\***

**Date:** April 29, 2026  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:** Approve a request for a TSUP for three rodeo events located at 16819 Lenape Road, Linwood KS 66052.

Chairman, I move that the proposed Temporary Special Use Permit as outlined in case DEV-26-034 be approved based on the recommendations of staff as set forth in the Staff Report and as substantiated by the facts, testimony and evidence presented at the hearing.

**Analysis:** The proposed temporary use, Charrería Equine Event, is classified as a Type 4 Temporary Special Use Permit, and therefore requires review and approval by the Board of County Commissioners.

The applicant is requesting a Temporary Special Use Permit to hold three charrería equestrian events on the property located at 16819 Lenape Road. Each event is proposed to have up to 500 attendees, with 20 support staff members. The proposed dates for the events are May 23, 2026, July 4, 2026 and October 10, 2026. The events will be held from 2:00 pm to 11:00 pm with proposed set-up and breakdown for each event occurring from Friday through Monday, as specified in the narrative. The event activities will occur in an existing corral with temporary structures proposed to support the event (stands, stage and food truck). The applicant has indicated that all parking (200 vehicles) can be accommodated on-site and that separate parking for the trucks and trailers for event participants can also be supported on site. They do anticipate two commercial trucks will be required to deliver the animals and temporary structures to the site. Food will be provided via third-party vendor and no alcoholic beverages will be sold on-site. The applicant will provide portable toilets for each event through private contract. Staff recommends that a minimum of 10 portable toilets be provided, three of which must be ADA compliant. All food service and bathroom areas must be conducted in a professional manner. All temporary structures will need to be removed within 2 business days of each event, due to the property being located within the Regulatory Floodway. The proposed staff will be utilized to support the events occurring and for on-site security. Additional information provided include:

- Limitation to signage, noise and lighting on-site
- Dumpsters will be screened from public right-of-way and the property maintained in a professional manner

- A brief Emergency Management Plan has been provided but staff recommends said plan must be submitted to the Emergency Management Department and reviewed by the Department at least one week prior to the event(s)
- On-site water sources will be used for cleaning and caring for the animals but bottle water will be provided for the attendees.
- A licensed veterinarian will be on-call during all events
- All horses participating must provide proof of a negative Coggins Test in accordance with State Statute.

**Recommendation:** Staff recommends approval of Case No. DEV-26-034, Temporary Special Use Permit for three charreria equine events, subject to the following conditions:

1. The hours of operation shall be limited to May 23, 2026, July 4, 2026 and October 10, 2026 from 2:00 PM to 11:00 PM. Clean-up and breakdown for each event shall be in compliance with the approved narrative.
2. Occupancy shall be limited to 500 attendees. Employees shall be limited to 20 people.
3. Use of the property at 16819 Lenape Road shall comply with the approved site plan. If any modifications to the proposed site layout occurs, an updated site plan must be submitted to the Leavenworth County Planning & Zoning office prior to the event date.
4. A temporary construction fence shall be placed between the parking area and drive aisles and any pedestrian or band areas for separation.
5. The applicant shall adhere to the following memorandums:
  - a. Public Works Memo, dated April 2, 2026
  - b. Planning & Zoning Letter, dated April 2, 2026
  - c. Health Department Email, dated April 8, 2026
6. The applicant must contact Leavenworth County Emergency Management at (913) 684-0455 with Emergency Plans no later than May 15, 2026.
7. A copy of the contract with the portable toilet provider must be submitted to the Planning & Zoning Department by May 15, 2026. Three ADA complaint stall shall be required.
8. If the applicant provides and/or serves alcohol during the event, a temporary CMB license shall be obtained prior to the event date(s).
9. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
10. Property entrance shall be built or installed in compliance with the approved Driveway Template.
11. No events shall take place inside the residence or agricultural building.
12. There shall be no on-street parking allowed.
13. Traffic shall not queue onto the public road network when entering the site.
14. No events shall be allowed within any public rights-of-way.
15. Lighting generated from the event(s) shall be limited 0.00 foot-candles net gain, as measured at the property line.
16. Noise generated from an event(s) held at this facility including, but not limited to: live music, DJ, and noise from guests shall be limited to 60 decibels at the property line.
17. No extension cords may cross driveways or drive aisles.
18. All dumpsters shall be screened from public rights-of-way.
19. All garbage and animal waste must be removed from the property and disposed of in accordance with local and state requirements within 2 business days of the event(s).
20. All portable restrooms must be maintained in a professional manner and removed from the property within 2 business days of the event(s).

21. All temporary structures must be removed from the site within 2 business days of each event, or a floodplain permit application must be submitted and approved for the structures to remain.
22. All structures and uses of the property must comply with all Federal, State and Local Floodplain Regulations.
23. The TSUP shall be limited to the revised application and narrative dated April 2026. Any changes to the application must be submitted and approved to the Planning & Zoning Department prior to the event date.
24. This TSUP shall comply with all state, and federal rules and regulations that may be applicable, including horse tripping.
25. That no public nuisance be allowed or created upon the subject real property.
26. The Temporary Special Use Permit is not valid for the approved use until all the conditions of approval are met. The Applicants acknowledge that property owner(s) are responsible to ensure that the use of the property is compliant with all resolutions, conditions and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations.
27. That the conditional Temporary Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Rancho El Diamante, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

**Alternatives:**

1. Deny Case No. DEV-26-034, Temporary Special Use Permit for the Rancho El Diamante Charrerria, with Findings of Fact.

**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:** Application, Memorandums

**TEMPORARY SPECIAL USE PERMIT APPLICATION**

**FOR**

**RANCHO EL DIAMANTE**

**16819 LENAPE ROAD  
LINWOOD, KANSAS 66052**

**BARTLETT & WEST, INC.  
230 POYNTZ AVENUE  
MANHATTAN, KANSAS 66502**

**PROJECT NO. 021995.000  
FEBRUARY 2026  
REVISED APRIL 2026**

**Bartlett & West**

(888) 200-6464 ■ [www.bartlettwest.com](http://www.bartlettwest.com)

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# TEMPORARY SPECIAL USE PERMIT APPLICATION

## Including Fireworks Stands

FOR THE UNINCORPORATED AREA OF  
LEAVENWORTH COUNTY, KANSAS

A PRE-APPLICATION CONFERENCE IS REQUIRED PRIOR TO SUBMITTAL OF ANY  
APPLICATION

**This is an application for a Special Event Permit. This form must be completed and filed in accordance with the Leavenworth County Zoning & Subdivision Regulations. An incomplete application will not be accepted. The non-refundable application fee, as set by the Board of County Commissioners, shall accompany this request.**

**DEADLINE:** All application materials shall be submitted at least thirty (30) days prior to the event.

**Application Requirements** - The following items are required, upon submittal, for a Temporary Special Use Permit:

- a) Payment of application fee.
- b) A completed application form. (**Attachment A**)
- c) Owner Authorization (**Attachment B**)
- d) A site plan that includes facilities used, parking areas, traffic flow, and any other required information.
- e) All required supporting documents, including, but not limited to a Narrative and traffic information, that was detailed by the Planning and Zoning Staff during or after the Pre-application meeting.
- f) In the event that Sheriff/Deputy presence is needed to control traffic, the applicant shall coordinate payment and scheduling directly with the Sheriff's department. This documentation shall be included with the application submittal.
- g) A tax clearance certificate from the state and a paid tax receipt from Leavenworth County.

### Notes

- a) The application shall require review and approval by the Road and Bridge Superintendent if the event is to be held on public roads or public rights-of-way.
- b) Not more than three (3) Temporary Special Use Permits per parcel shall be granted each year. (BOCC Resolution 2015-35; September 24, 2015).
- c) Temporary Special Use Permit Types 4 & 5 must be approved by the Board of County Commissioners.
- d) Review of a submitted application is subject to the Professional Review Fee Reimbursement policy, see **Attachment C**. (BOCC Resolution 2020-46, November 18, 2020)

**Written Narrative Description:** A written narrative description of the proposed use must be submitted that addresses, at minimum:

- A description of the event and the proposed infrastructure needed for the event.
- Any reasons that the proposed event could cause conflict with other parcels surrounding the site in question.
- The steps to be taken to cause the event to be compatible with other parcels near the site in question.
- The hours of operation, traffic routes and expected traffic volumes, staffing levels, methods of operation, and available/proposed off-street parking.
- The number of parking spaces available on the property and the reasoning behind the number provided.
- The duration of the event.
- Any other such reasonable information about the proposed use that would be necessary or helpful for the impact of the proposed event to be fully evaluated and considered.

For more information contact:  
Leavenworth County Department of Planning and Zoning  
300 Walnut St., Suite 212  
Leavenworth, Kansas 66048  
[pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)  
913-684-0465

**APPLICANT INFORMATION**

**Applicant:** Mr. Martin Carlos  
**Authorized Agent:** Mr. Daniel Berges, PE (Bartlett & West, Inc.)  
**Mailing Address:** 34900 West 87th Street, DeSoto, Kansas 66018  
**Company or Group:** Rancho El Diamante Rodeo  
**Phone Number:** 913-593-3393 (Martin Carlos), 785-927-0062 (Daniel Berges)  
**Email Address:** martincarlos82@icloud.com, daniel.berges@bartwest.com

**EVENT INFORMATION – ALL property owners must be listed on this form.**

**Record Owner of Property:** Martin Carlos  
**Location:** 16819 Lenapa Road, Linwood, Kansas 66052  
**Type of Event or Use:** Charrería (equestrian and livestock entertainment)  
**Date of Event or Use:** Saturday, May 23, 2026  
**Hours of Operation:** 2:00 P.M. - 11:00 P.M.

**Event Type (circle one):**

- Type 1. Fund-raising or non-commercial events for nonprofit religious, educational, or community service organizations; including any on-site signs and structures used in conjunction with the event.  
 Operating Budget?  Yes  No      Percent of proceeds to charity: \_\_\_\_\_ %
- Type 2. Fund-raising or non-commercial events for for-profit organizations: including any on-site signs and structures used in conjunction with the event
- Type 3. Fireworks stands either non-profit or for-profit: including any on-site signs and structures used in conjunction with the event.
- Type 4. Public or private events intended primarily for entertainment or amusement, such as concerts, festivals, carnivals, circuses or parades, or as temporary "one-time" activities of a generally short durations, particularly such activities as "locational" work by film companies.
- Type 5. The temporary placement of a laydown yard, portable asphalt or concrete plant and attendant materials and equipment during construction work on any public road or public infrastructure. All other temporary uses that are similar to the listed uses in function, traffic-generating capacity, and effects on other land uses.

Number of Guests: 500      Sheriff Approval:  Yes  No  N/A  
Number of Parking Spaces: 240      Number of Vehicles: 200  
Number of Employees/Staff: 20

I (We), realize that this application cannot be processed unless it is completely filled in, submitted with all relevant and/or requested documentation and accompanied by the appropriate fee.

Martin Carlos  
Property Owner printed name  
MARTIN CARLOS  
Signature of Property Owner  
(if different from applicant)

\_\_\_\_\_  
Applicant / Authorized Agent printed name  
\_\_\_\_\_  
Signature of Applicant / Authorized Agent

**OWNER AUTHORIZATION**

I/WE Martin Carlos, hereby referred to as the "Undersigned", being of lawful age, do hereby on this \_\_\_ day of February, 2026, make the following statements, to wit:

- 1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property  
  
See Attachment "A" attached hereto and incorporated herein by reference.
- 2. I/We the undersigned, have previously authorized and hereby authorize Daniel Berges, PE (hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 16819 Lenape Rd, Linwood, KS 66052 (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- 3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- 4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

MARTIN CARLOS  
Owner

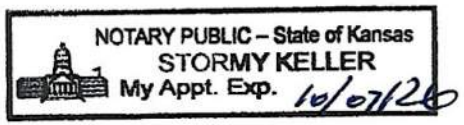
\_\_\_\_\_  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 27th day of February, 2026,  
by ~~Oliver~~ Martin Carlos

My Commission Expires:

Stormy Keller  
Notary Public



SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
<b>Professional Review Fees Reimbursement</b>	Board of County Commissioners	11.25.2020	1.0

**A. PURPOSE:**

Leavenworth County has recently experienced significant increases in growth and development within the unincorporated areas of the County. As such, the County has obtained outside consulting services in order to effectively and efficiently review development applications.

These services have proven to be effective and necessary to the orderly and safe development of Leavenworth County. Due to the increase in developments and the magnitude of many of these developments, the County has incurred significant review fees which have been paid out of the Planning and Zoning Budget and the Public Works Budget. The intention of this policy is to continue to provide quality reviews of development applications while holding the developer/applicant responsible for costs incurred which are greater than \$2,500.

**B. POLICY:**

Development applications submitted to the Planning and Zoning Department shall be assessed an application fee per the adopted Fee Schedule. The application fee is intended to account for the public notification process, initial Staff review and writing of the Staff Report. The applicant shall be responsible for the cost of the Professional Review Fees whenever the fees exceed \$2,500.

**C. PROCEDURES:**

Upon submittal of an application the developer shall pay an application fee. The developer should expect to incur additional fees if the development has unusual conditions that warrant extensive engineering review or is a subdivision with an internal roadway. The applicant will be responsible for paying all incurred fees (over \$2,500) prior to the application for development being executed. Further, in the event an applicant does not pay the fees, the County shall accept no further development applications from said applicant until all delinquent fees have been paid.

Effective 11.25.2020

\_\_\_\_\_  
BOCC Chairman – Doug Smith

\_\_\_\_\_  
11.25.2020  
Date of Adoption

PROPERTY TAX VERIFICATION

DEV-\_\_\_\_\_

I/WE, Martin Carlos, as owners of the following real property, 16819 Lenape Rd. Linwood, KS 66052, acknowledge that I/we have read and understand the following statement:

Any property owner wishing to apply for a Special Use Permit, Home Occupation License or to rezone their property must be current on property taxes for the property in question and have no delinquent tax payments in Leavenworth County.

\*MARTIN CARLOS  
Owner

\_\_\_\_\_  
Owner

02-27-26  
Date

\_\_\_\_\_  
Date

Treasurer's Office Approval

Property Owner Name: Martin Carlos  
Address of Property: 16819 Lenape Rd Linwood KS 66052  
PID: \_\_\_\_\_

Property Taxes Paid In Full?  Yes  No

Lisa J. Crook      Lisa J. Crook  
Treasurer's Office Representative Name

Lisa J. Crook  
Signature

2/27/26  
Date

## **Rancho El Diamante Narrative:**

### **Description of Event and Proposed Infrastructure:**

Rancho El Diamante is proposing to hold a charrería equestrian event at 16819 Lenape Road, Linwood, Kansas 66052. The property consists of 10 acres of land with a residential house, barn, and an existing roping arena. No events will be held within the residential house or barn.

### **Conflicts with Surrounding Parcels:**

There are no residential houses within 1,000 feet of the event area. The nearest residence is approximately 2,500 feet to the north. The proposed event will not cause any conflicts with the surrounding parcels. No portion of the event will be allowed within any public right-of-way. No public nuisances will be allowed or created upon the property. All temporary infrastructure associated with the event, such as tents, bleachers, parking cones, flags, etc., will be removed from the property within two business days of the event.

### **Compatibility with Surrounding Parcels:**

The event is compatible with the surrounding parcels as both the event and parcels are agriculture in nature.

### **Date of Events:**

The dates of the events are:

Saturday, May 23, 2026 – Memorial Day Weekend

Saturday, July 4, 2026 – Independence Day

Saturday, October 10, 2026 – Columbus Day Weekend

The event dates may be postponed depending on factors such as weather, music availability, conflicting events, etc. The new date will be presented to the County for approval. If an event is postponed, events will be limited to three in a calendar year.

### **Hours of Operation:**

Proposed hours of operation for guests are:

2:00 PM to 11:00 PM.

Proposed hours of operations for set-up/breakdown are:

Friday before the event from 8:00 AM to 5:00 PM

Saturday of the event from 8:00 AM to 2:00 PM

Sunday and Monday after the event from 8:00 AM to 5:00 PM

**Traffic Routes & Volumes:**

A maximum of 400 trips (200 vehicles @ two trips per vehicle) will take place to and from the event. This will include guest vehicles, rodeo participants, commercial trucks, staff, security, etc. Traffic flow is expected to be constant throughout the day. Rodeo participants, vendors, staff, and security will arrive prior to the event around 10:00 AM and leave after the event around 11:00 PM. Guests will arrive throughout the day, typically between 3:00 PM and 7:00 PM and leave when the event concludes around 11:00 PM.

Attendees will arrive at the location on Lenape Road via 166<sup>th</sup> Street primarily from Linwood, from the north, and DeSoto, from the south. Entrances/exits are shown on the Site Plan, included in the Appendix, and will be 24 feet wide with 20-foot radius to provide good two-way traffic ensuring traffic has enough space for vehicles to pass each other. Traffic will not queue onto the public road network when entering the site.

Commercial trucks would include a single truck with a 30-foot trailer for steers, a single food truck, and a single truck delivering and/or picking up the portable restrooms. Commercial trucks will arrive before the event begins and leave after the event concludes.

**Staffing Levels:**

The expected number of employees on the property will be 20. Staff will be present throughout the event and include the security team, parking staff, and any additional staff.

**Proposed Off-Street Parking:**

Proposed off-street parking is shown on the Site Plan. There will be separate parking areas for trucks with trailers and guest vehicles in the open pasture. The event will have on-site parking staff directing trucks with trailers and guest vehicles to their designated areas. Additional parking can be provided if needed. On-street parking will not be allowed – all parking will be on the property.

**Parking Spaces & Reasoning:**

The number of expected guests, participants, and staff vehicles is 200 and assumes 2.5 guest per vehicle. The Site Plan includes 240 parking spaces for vehicles as well as trucks with trailers. A maximum of 24 trucks with trailers will park in a separate designated area measuring 200 feet by 200 feet.

**Duration of Event:**

The duration of the events will be one day. There will be no camping.

## **Other Information:**

### **On-Site Security:**

A security team of six to eight individuals will be on site for the event. The security team will be responsible for inspecting attendees at the door (ensuring no weapons, glass bottles, etc.), keeping people safe throughout the event, and ensuring the right channels are notified in case of an emergency. Two security guards will be assigned to the parking areas while the remaining security guards will be assigned to the event area and entrance.

### **Alcohol Sales:**

Alcohol will not be sold at the event.

### **Insurance Requirements:**

A certificate of general liability insurance in the amount of \$1,000,000, with Leavenworth County indicated as the certificate holder, will be provided to County staff prior to the event.

### **Onsite Bleachers:**

Temporary bleachers will be brought on site a few days prior to the event and removed from the property within two business days of the event. The temporary bleachers are manufactured and not homemade.

### **Veterinarian:**

A licensed veterinarian will be on call during any rodeo events and evidence of such will be provided upon request.

### **Rules and Regulations:**

The property and arena are within a floodway. A Flood Plain Development Permit Application and Hydraulic Study was submitted to Leavenworth County Planning & Zoning on November 3, 2025. The Flood Plain Development Permit was issued on November 19, 2025.

The event will comply with all local, state, and federal rules and regulations that may be applicable, including horse tripping.

### **Site Plan:**

A Site Plan is included in Appendix A.

### **Property Entrance:**

The property entrances will be built to the specifications on the Site Plan designed by Daniel Berges, P.E. Photographs to verify the improvement will be provided to County staff prior to the event.

**Portable Toilet Provider:**

Portable restrooms will be provided by a third-party vendor and include seven portable restrooms (with three handicap units) and a hand wash station. The portable restrooms will be maintained in a professional manner by staff and be removed from the property within two business days of the event. A copy of the contract for the portable toilet provider will be provided to County staff prior to the event.

**Number of Events:**

Events will be limited to 3 events in a calendar year.

**Occupancy:**

The expected number of attendees at the event is 500 guests. There will be an admission fee that will be determined prior to the events.

**Signage:**

No signage will be in the right-of-way. Sign permits will be obtained for any on-site or off-site signage. An owner authorization form will be provided for any off-site signs. All signage will comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.

**Light Generation:**

Lighting generated from the event will be limited to 0.00 foot-candles net gain, as measured at the property line. Extension cords will not cross driveways or drive aisles.

**Noise Generation:**

Noise generated from the events (including, but not limited to live music, DJ, and noise from guests) will be limited to 60 decibels on the property line. Amplifiers will primarily be used for the judges to announce event scores or other announcements. Amplifiers could potentially be used for live music or a band.

**Dumpsters & Garbage**

All dumpsters will be screened from the public right-of-way. Garbage cans will be placed throughout the event. Loose trash will be picked up by hand and taken to the dumpster or garbage cans. All garbage and animal waste will be removed from the property and disposed of in accordance with local and state requirements within two business days of the event. There will be no chemicals, oils, fluids, or lubricants used for the event. There will be no outdoor storage of materials.

**Emergency Management Plan:**

The residential house along with the barn can be used for shelter in case of an emergency. Safety signs will be posted around the property for the rodeo activities.

**Concessions:**

A third-party food truck (El Patron, LLC) will be on site to offer concessions. El Patron, LLC's January 2026 Food Establishment Inspection Report is included in the Appendix.

**Advertising:**

Any advertising for the event will be done via digital platforms such as Facebook, Instagram, etc.

**Water:**

Water from the on-site well is used for cleaning and watering animals. Bottled water is brought in for drinking water.

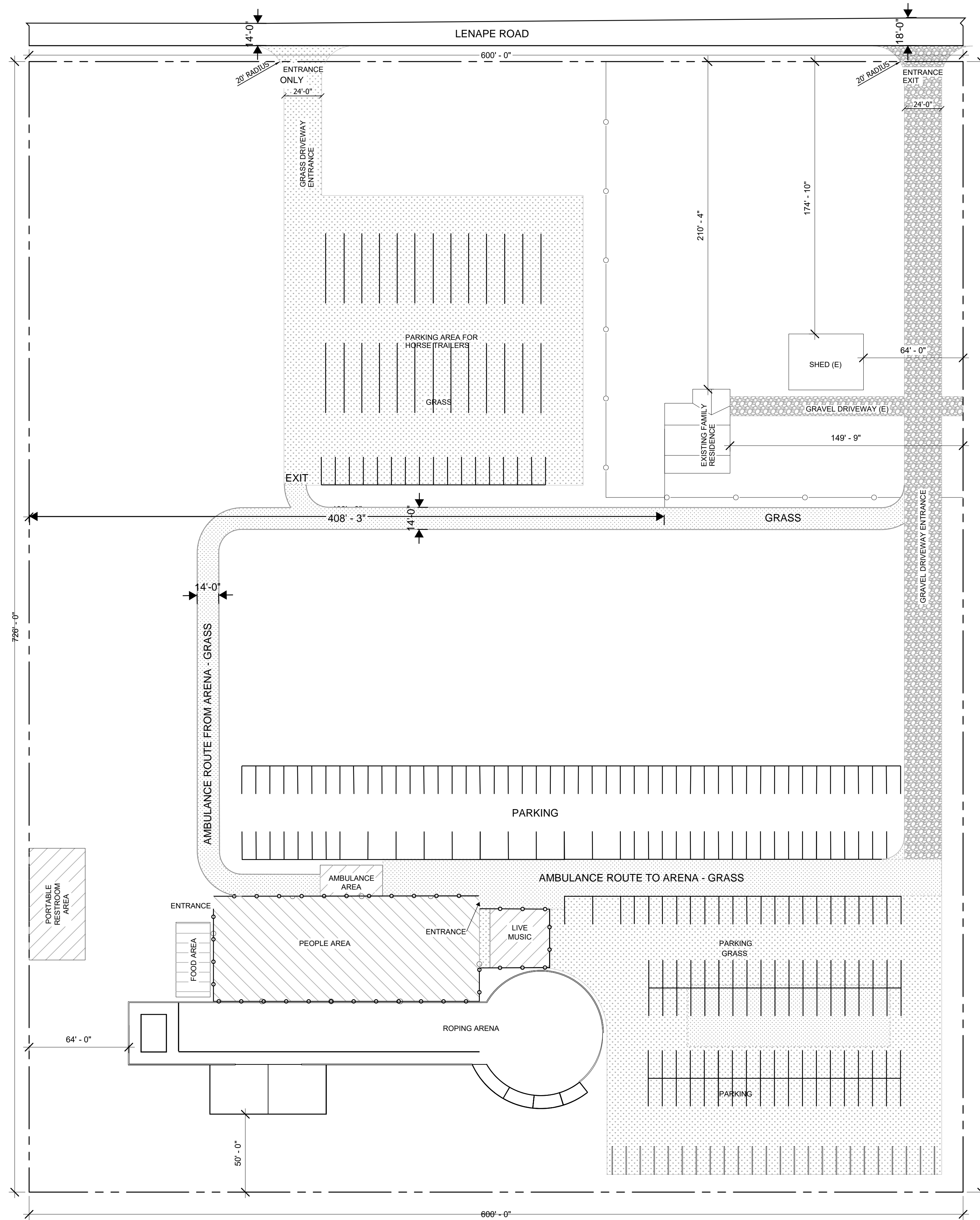
**Certificate of Tax Clearance:**

A Certificate of Tax Clearance (issued January 29, 2026) for Martin Carlos is included in the Appendix.

**Equine Infectious Anemia:**

All horses participating in the rodeo must provide proof of a negative Equine Infectious Anemia (EIA/Coggins) test, in accordance with the Kansas Administrative Regulation (K.A.R.) 9-7-14.

## **APPENDIX**



**NOTE:**  
 SITE PLAN INCLUDES ALL BUILDING PROJECTIONS  
 BEYOND THE FOUNDATION WALLS  
 FRONT YARD AREA = 129000 SF  
 SIDEWALK = 1858 SF

**PERCENT OF FRONT YARD COVER = 0.014%**

**LEGAL DESCRIPTION**  
 S21, T12, R22E, ACRES 77.71, N1/2SE1/4 LESS ROW Deed Book/Page 0822/0498 0732/0921 0732/0920  
 0537/0734 0426/0187

**REQUIREMENTS SETBACK**  
 ZONING: AG

NO TITLE REPORT FURNISHED, NOT RESPONSIBLE FOR UNPLATTED EASEMENTS

4' FENCE:

PROPERTY LINE:

(E): EXISTING

(N): NEW

Note: This drawing is for construction and permit purposes only. It represents the location of the proposed addition as furnished by our client. THIS IS NOT A PROPERTY BOUNDARY SURVEY and is not to be used to establish property lines. Contractor to check and verify all dimensions at the project site. Additionally contractor is responsible for establishing grades at the site and to verify that this drawing meets all city and or county zoning regulation.

**NOTES:**

SIGNAGE WILL BE PROVIDED AT DRIVE LOCATIONS TO DIRECT TRAFFIC TO THE EAST (RIGHT-TURN) FROM THE SITE. DO NOT PLACE SIGNAGE IN THE RIGHT-OF-WAY.

A DRIVEWAY PERMIT WILL BE OBTAINED FOR ANY PROPOSED DRIVEWAY IMPROVEMENTS.

#	DATE	DESCRIPTION
1	3/31/26	Parking, internal circulation for ambulance and truck traffic.

**Bartlett & West**  
 1200 SW EXECUTIVE DRIVE - TOPEKA, KS 66615-3850  
 PHONE 785.272.2266  
 www.bartlettwest.com

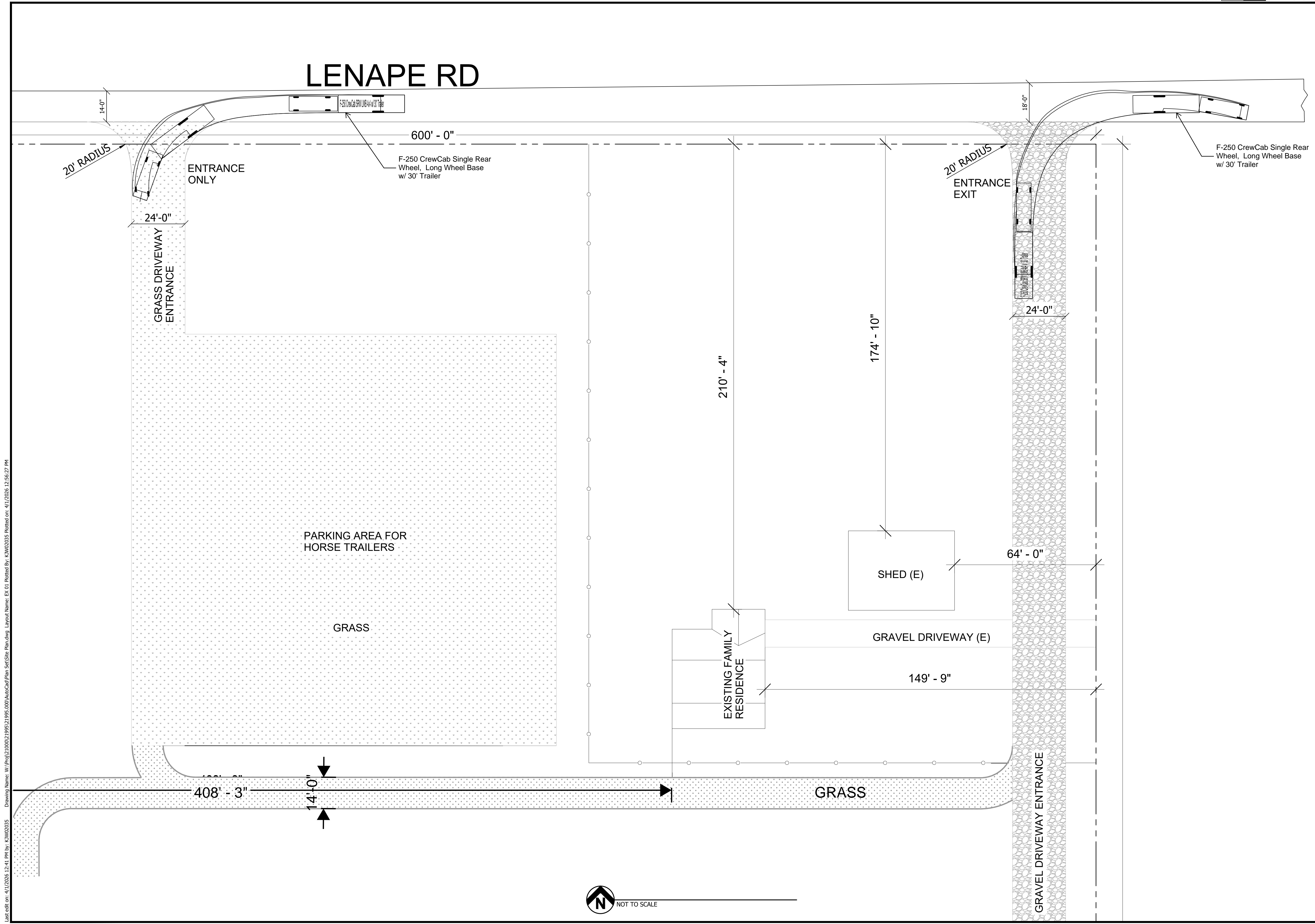
**SITE PLAN**  
**ROPING ARENA**  
**16819 LENAPE RD, LINWOOD, KS**



DESIGNED BY:	DOB
DRAWN BY:	SWW
APPROVED BY:	DOB
DESIGN PROJ:	21995.000
CONST PROJ:	
SCALE:	AS NOTED
DATE:	FEBRUARY 2026
DRAWING NO:	<b>C-001</b>
SHEET NO:	01 of 02

**SITE**  
 SCALE: 1"=40'

Last edit on: 2/25/2026 12:31 PM by: SWW02006 Drawing Name: W:\Proj\21000\21995\21995.000\AutoCad\Plan\_Site\Site Plan.dwg Layout Name: PLAN 01 Plotted By: SWW02006 Plotted on: 2/25/2026 12:38:22 PM



Last edit on: 4/1/2026 12:41 PM by: KJW02035  
Drawing Name: W:\Proj\210001\21995\21995\000\AutoCAD\Plan\_Sat\Site Plan.dwg Layout Name: EX 01 Plotted By: KJW02035 Plotted on: 4/1/2026 12:56:27 PM

#	DATE	DESCRIPTION

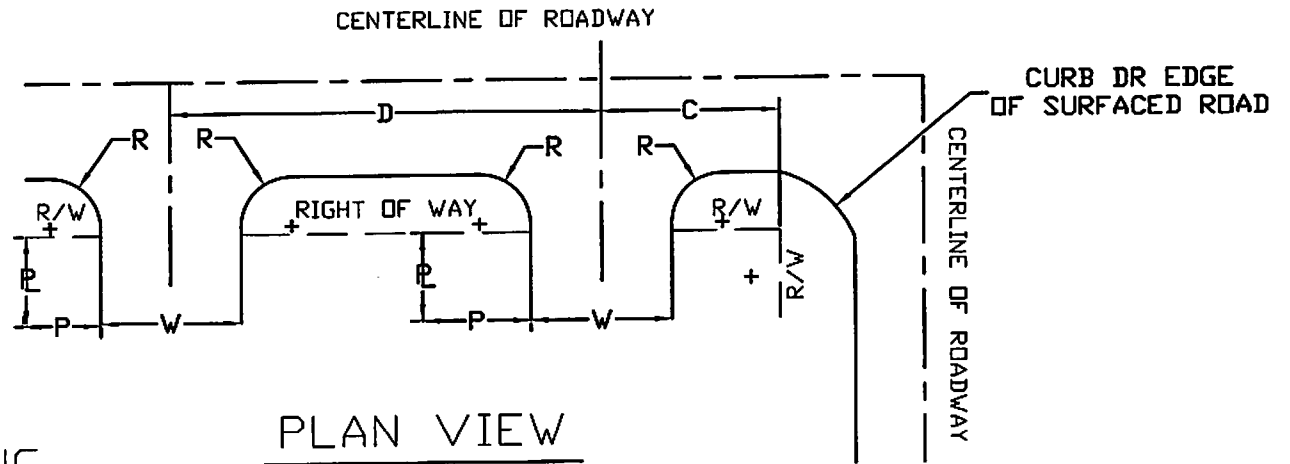
**Bartlett & West**  
 1200 SW EXECUTIVE DRIVE - TOPEKA, KS 66616-3850  
 PHONE 785.272.2249  
 www.bartlettwest.com

**TURNING TEMPLATE STUDY**  
 ROPING ARENA  
 16819 LENAPE RD, LINWOOD, KS



DESIGNED BY:	DOB
DRAWN BY:	SWW
APPROVED BY:	DOB
DESIGN PROJ:	21995.000
CONST PROJ:	
SCALE:	AS NOTED
DATE:	APRIL 2026
DRAWING NO:	<b>C-002</b>
SHEET NO:	02 of 02

ALL RIGHTS RESERVED. ALL BARTLETT & WEST PLANS, SPECIFICATIONS AND DRAWINGS ARE PROTECTED UNDER COPYRIGHT LAW, AND NO PART MAY BE COPIED, REPRODUCED, DISPLAYED PUBLICLY, USED TO CREATE DERIVATIVES, DISTRIBUTED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY ANY MEANS WITHOUT PRIOR WRITTEN PERMISSION OF BARTLETT & WEST.



PLAN VIEW

MINIMUM DRIVEWAY SPACING

		RESIDENTIAL AREA	COMMERCIAL AREA	INDUSTRIAL AREA	
P	FROM PROPERTY LINE	5'	10'	15'	
C	FROM RIGHT OF WAY	50'	100'	100'	LOCAL/COLLECTOR ST.
		125'	125'	125'	ARTERIAL ST.
D	BETWEEN DRIVEWAYS	200'	200'	200'	COLLECTOR ST.
		300'	250'	250'	ARTERIAL ST.
		125'	125'	125'	LOCAL ST.

NO ENTRANCE OR SIDE ROAD IS ALLOWED AT LOCATIONS WHERE THE SIGHT DISTANCE ON THE THROUGH ROAD IS LESS THAN THE REQUIRED MINIMUM FOR THE POSTED SPEED LIMIT.



WIDTH AND RADIUS LIMITS

		RESIDENTIAL AREA	COMMERCIAL AREA	INDUSTRIAL AREA	
W	ENTRANCE WIDTH (**)	10'	24'	24'	MINIMUM
		24'	36'	36'	MAXIMUM
R	RADIUS (*)	5'	10'	15'	MINIMUM
		15'	25'	30'	MAXIMUM

(\*\*Edge of Pav't to Edge of Pav't. or Back of Curb to Back of Curb)

(\*Edge of Pav't or Back of Curb)

*Leavenworth County  
Department of Public Works*

DESIGNED BY: DLM      DATE: 2-26-03

NO SCALE      SHEET 3

DWG FILE: DRVWT-SP03.DWG

## Food Establishment Inspection Report - 232831

Kansas Department of Agriculture  
 Food Safety and Lodging Program  
 1320 Research Park Drive  
 Manhattan, KS 66502

Date: 1/6/2026  
 Time In: 2:15 PM  
 Time Out: 2:45 PM  
 Inspector Badge ID: KDA 38  
 Follow Up Required: No



Establishment: EL PATRON TRUCK (MU 2605)	License #: 35227	City/State: De Soto, KS	Zip: 66018	Telephone: 785-550-2593
Address: 34429 W 91ST ST	Permit Holder: EL PATRON LLC	Inspection Reason: Routine	Est. Type: Food Establishment	Risk Category: FE I High

Risk factors are improper practices or procedures identified as the most prevalent contributing factors of food-borne illness or injury. Public health interventions are control measures to prevent food-borne illness or injury.

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals and physical objects into foods.

Violations cited in this report must be corrected within the time frames entered below, or as stated in sections 8-405.11 of the food code.

P=Priority Violation, Pf=Priority foundation violation, HACCP=Hazard Analysis-Critical Control Point, BHC=Bare Hand Contact, RTE=Ready to Eat, HSP=Highly Susceptible Population, K.S.A.=Kansas Statutes Annotated, All temperatures are measured in degrees Fahrenheit (°F).

IF YOU HAVE ANY QUESTIONS PLEASE VISIT [www.agriculture.ks.gov](http://www.agriculture.ks.gov), EMAIL [kda.fsl@ks.gov](mailto:kda.fsl@ks.gov), OR CALL (785) 564-6767.

**IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable \* = Corrected on site during inspection (COS) R = Repeat Violation**

### FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS		
<b>Supervision and Demonstration of Knowledge</b>		
1 Certification by accredited program, compliance with Code, or correct responses; Duties.	IN	
<b>Employee Health/Responding to Contamination Events</b>		
2 Management awareness; policy present; cleanup plan.	IN	
3 Proper use of reporting, restriction and exclusion.	IN	
<b>Good Hygienic Practices</b>		
4 Proper eating, tasting, drinking, or tobacco use.	IN	
5 No discharge from eyes, nose and mouth.	IN	
<b>Preventing Contamination by Hands</b>		
6 Hands clean and properly washed.	IN	
7 No bare hand contact with RTE foods or approved alternate method properly followed.	IN	
8 Adequate handwashing facilities supplied and accessible.	IN	
<b>Approved Source</b>		
9 Food obtained from approved source.	IN	
10 Food received at proper temperature.	N/O	
11 Food in good condition, safe and unadulterated.	IN	
12 Required records available: shellstock tags, parasite destruction.	N/A	
<b>Protection from Contamination</b>		
		13 Food separated and protected. IN
		14 Food-contact surfaces: cleaned and sanitized IN
		15 Proper disposition of returned, previously served, reconditioned and unsafe food IN
		<b>Temperature Control for Safety Time/Temperature</b>
		16 Proper cooking time and temperatures. N/O
		17 Proper reheating for hot holding procedures. N/O
		18 Proper cooling time and temperatures. N/O
		19 Proper hot holding temperatures. N/O
		20 Proper cold holding temperatures. IN
		21 Proper date marking and disposition. IN
		22 Time as a public health control: procedures and records. N/A
		<b>Consumer Advisory</b>
		23 Consumer advisory provided for raw or undercooked foods. N/A
		<b>Highly Susceptible Populations</b>
		24 Pasteurized foods used; prohibited foods not offered. N/A
		<b>Chemical</b>
		25 Food additives: approved and properly used. N/A
		26 Toxic substances properly identified, stored and used. IN
		<b>Conformance with Approved Procedures</b>
		27 Compliance with equivalent operating plan, specialized process and HACCP plan. N/A

### GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

GOOD RETAIL PRACTICES	Proper Use of Utensils	
<b>Safe Food and Water</b>		
28 Pasteurized eggs used where required.	41 In-use utensils: properly stored.	IN
29 Water and ice from approved source.	42 Utensils, equipment and linens: properly stored, dried and handled.	IN
30 Equivalent operating plan obtained for specialized processing methods.	43 Single-use and single-service articles: properly used.	IN
	44 Gloves used properly.	IN
<b>Food Temperature Control</b>	<b>Utensils, Equipment and Vending</b>	
31 Proper cooling methods used; adequate equipment for temperature control.	45a Food and non-food contact surfaces cleanable, properly designed, constructed and used - Priority and Priority foundation items.	IN
32 Plant food properly cooked for hot holding.	45b Food and non-food contact surfaces cleanable, properly designed, constructed and used - Core items.	IN
33 Approved thawing methods used.	46 Warewashing facilities: installed, maintained and used; test strips.	IN
34 Thermometers provided and accurate.	47 Non-Food contact surfaces clean.	IN
<b>Food Identification</b>	<b>Physical Facilities</b>	
35 Food properly labeled; original container.	48 Hot and cold water available; adequate pressure.	IN
<b>Prevention of Food Contamination</b>	49 Plumbing installed; proper backflow devices.	IN
36 Insects, rodents and animals not present.	50 Sewage and waste water properly disposed.	IN
37 Contamination prevented during food preparation, storage and display.	51 Toilet facilities: properly constructed, supplied and clean.	N/A
38 Personal cleanliness.	52 Garbage and refuse properly disposed; facilities maintained.	IN
39 Wiping cloths: properly used and stored.	53 Physical facilities installed, maintained and clean.	IN
40 Washing fruits and vegetables.	54 Adequate ventilation and lighting; designated areas used.	IN
	<b>Administrative/Other</b>	
	55 Other violations	IN

**Non - Violative Comments**

Item Number	Comment
46	Dishes are washed in De Soto Restaurant.

**Priority Violations**

Item Number	Violation of Code	Priority Level	Comment
-------------	-------------------	----------------	---------

**Priority Foundation Violations**

Item Number	Violation of Code	Priority Level	Comment
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**Core Violations**

Item Number	Violation of Code	Priority Level	Comment
-------------	-------------------	----------------	---------

**Inspection Published Comment:**



Valente Hernandez  
Person In Charge



Emily Stephens  
Inspector

	<b>Risk Factors</b>	<b>Good Retail Practices</b>	<b>Total</b>
Priority Violations	0	0	0
Priority Foundation Violations	0	0	0



Laura Kelly, Governor  
Mark A. Burghart, Secretary

[www.ksrevenue.gov](http://www.ksrevenue.gov)

# CERTIFICATE OF TAX CLEARANCE

Martin Carlos

ISSUE DATE

01/29/2026

TRANSACTION ID

TEGX-5TDH-C26S

CONFIRMATION NUMBER

C8PK-8JX4-5GH3

**TAX CLEARANCE VALID THROUGH 04/29/2026**

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

ENTERED IN TRANSFER RECORD IN  
MY OFFICE THIS DAY 02/27/2023

*Janet Klasmirke*  
COUNTY CLERK

Continental Title Company: 23445215

**Warranty Deed**  
(Individuals)

This indenture, Made this 10<sup>th</sup> day of February, 2023, between, **John Breitenstein, a single person**, of County Leavenworth, in the State of KS, party(ies) of the first part, and **Martin Carlos, a married person**, of Johnson County, in the State of KS, party(ies) of the second part. WITNESSETH, that the said party(ies) of the first part, in Consideration of the sum of TEN Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party(ies) of the second part, his/her/their successors and/or assigns, all of the following described real estate, situated in the County of **Leavenworth** and State of **Kansas** to wit:

**Legal Description: Tract #2 on Survey recorded as Document No. 2023S010, described as follows: A tract of land in the North half of the Southeast Quarter of Section 21, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County Kansas, described as follows: Commencing at the East Quarter corner of said Section 21; thence South 88 degrees 36'30" West, 1262.00 feet along the North line of said Southeast Quarter to the Point of Beginning of this tract; thence South 01 degrees 23'30" East, 726.00 feet; thence South 88 degrees 36'30" West, 600.00 feet; thence North 01 degrees 23'30" West, 726.00 feet to the North line of said Southeast Quarter; thence North 88 degrees 36'30" East, 600.00 feet along said North line to the Point of Beginning, EXCEPT that part in streets, roadways, highways or other public right-of-ways.**

**Subject however, to the certain perpetual easements described in a proceeding in the United States District Court in Civil Action No. 4727, entered April 9, 1943; and as recorded in Book 342 at page 41 of the records in the office of the Register of Deeds of Leavenworth County, Kansas.**

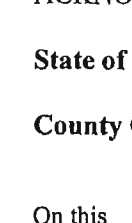
**Shown for convenience only and subject to a requirements shown herein.**

Note: Subject to easements, reservations, restrictions, if any of record.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said party(ies) of the first part, for itself, and its successors and assigns, does hereby covenant, promise and agree, to and with said party(ies) of the second part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the able granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, states, judgments, taxes, assessments and encumbrances, of what nature and kind so ever, and that it will Warrant and Forever Defend the same unto said party(ies) of the second part, his/her/their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In Witness whereof, said party(ies) of the first part have hereunto set their hand the day and year last above written.

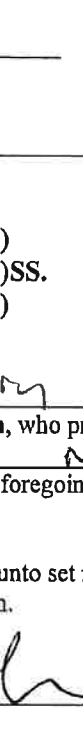
  
\_\_\_\_\_  
**John Breitenstein**

ACKNOWLEDGEMENT

State of MO )  
County Of Jackson )SS.

On this 10<sup>th</sup> day of February, 2023, before me the undersigned notary, personally appeared **John Breitenstein**, a single person, who proved to me through identification documents which was a **Passport / ~~Driver's License~~ / State ID** or N/A, to me personally known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

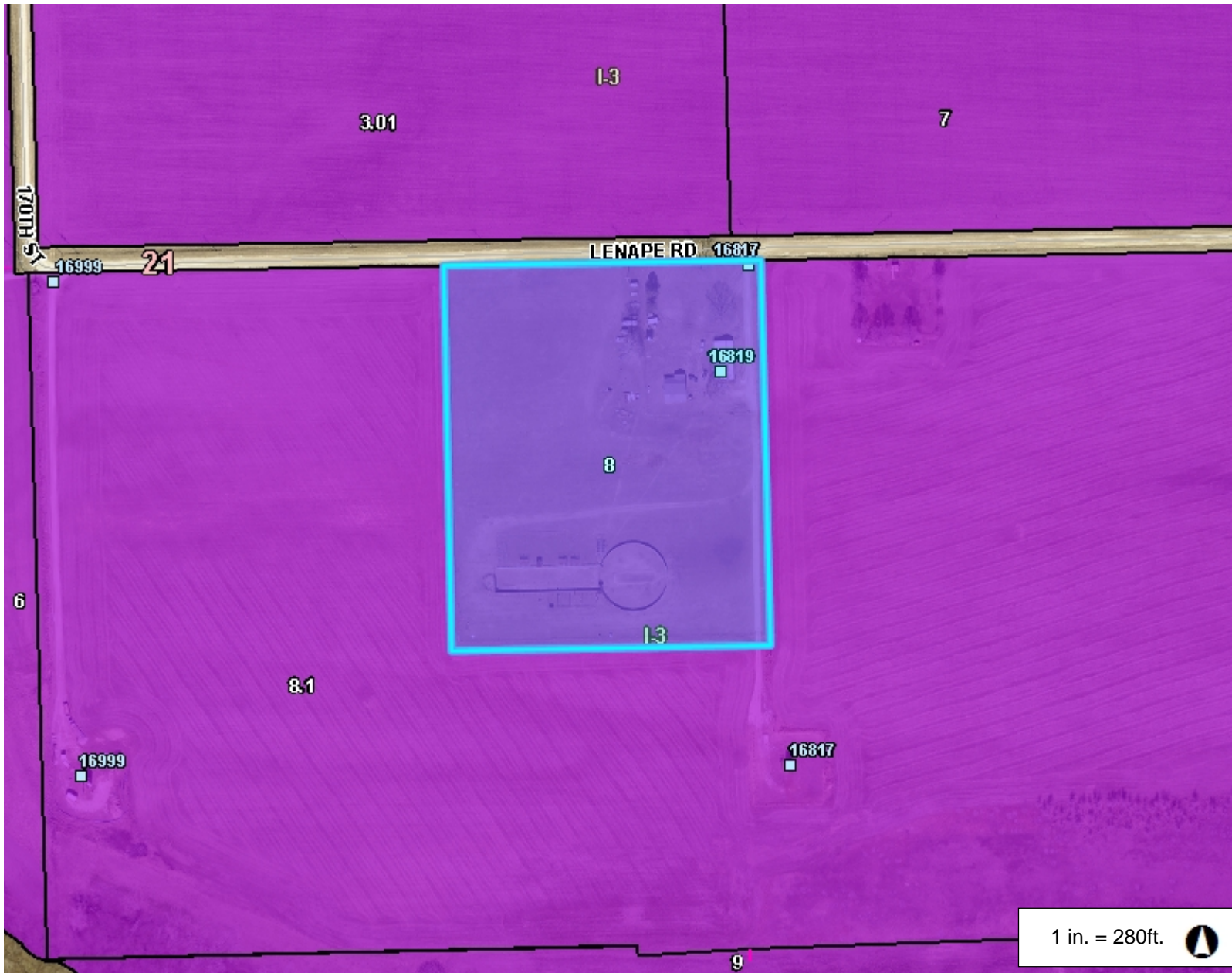
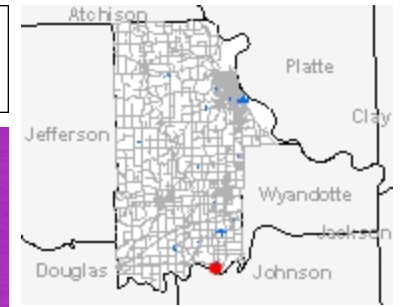
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Lisa M Van Nieuwenhuyse - Notary Public

My Commission Expires: ~~May 17, 2023~~ 4-23-2024



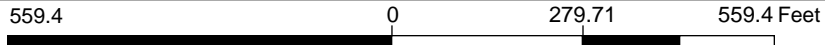
# DEV-26-034 Rancho El Diamante TSUP



**Legend**

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

1 in. = 280ft.

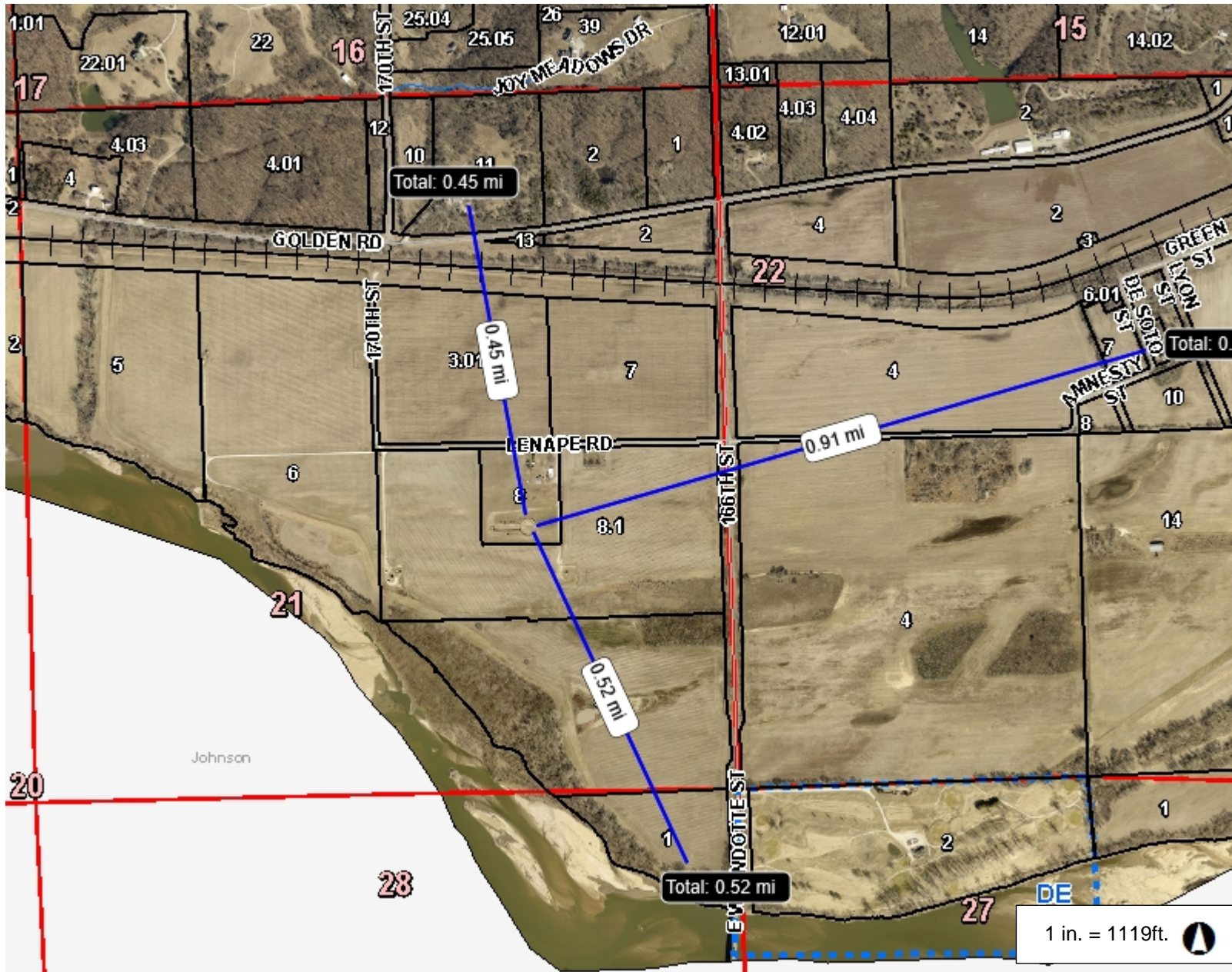
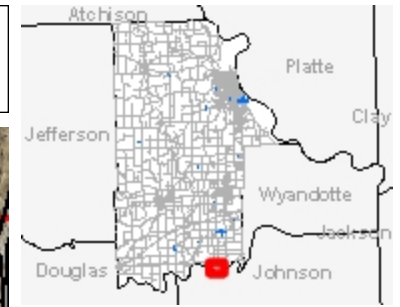


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

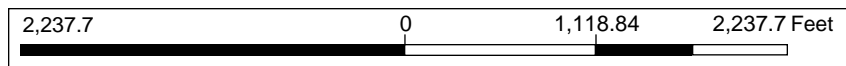
# DEV-26-034 Rancho El Diamante TSUP



### Legend

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

### Notes



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

1 in. = 1119ft.



Existing Entrance to House looking South



Lenape Road looking West from Entrance



Lenape Road looking East from Entrance



West Field entrance looking North



Location of trailer parking



Proposed Pedestrian/Band Area looking west and drive aisle



Existing corral



Existing corral



Property to the east



Driveway looking south



Proposed Parking area

## Allison, Amy

---

**From:** Ashley VanNess <Ashley.VanNess@evergy.com>  
**Sent:** Tuesday, March 10, 2026 3:12 PM  
**To:** Allison, Amy  
**Cc:** Kyle Burkhardt  
**Subject:** RE: DEV-26-034 Temporary Special Use Permit - Rancho El Diamante Rodeo

Internal Use Only

This is okay from Evergys standpoint. If you need anything else let us know.

Thank you!

### Ashley VanNess

TD Designer

o-785-379-4334

[ashley.vanness@evergy.com](mailto:ashley.vanness@evergy.com)



---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Tuesday, March 10, 2026 12:42 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew' <IMCEAEX-\_o=Leavenworth-CJC\_ou=CJC\_cn=Recipients\_cn=Adedeke@namprd09.prod.outlook.com>; Brown, Misty <MBrown@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcafee@leavenworthcounty.gov>; Design Group Shawnee <designgroupshawnee@evergy.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>  
**Cc:** PZ <pz@leavenworthcounty.gov>  
**Subject:** RE: DEV-26-034 Temporary Special Use Permit - Rancho El Diamante Rodeo

#### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

The Department of Planning and Zoning has received an Temporary Special Use Permit application for a rodeo event to take plat at 16819 Lenape Road On Saturday, May 23, 2026.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, March 19, 2026.

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

Thank you,  
Amy Allison, AICP

Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

**FRAUD ALERT:** *Our office has been notified of multiple fraudulent emails requesting payment of fees to a non-agency account. All application fees are paid at the time of application and any additional required fees will be requested on official letterhead. Furthermore, the County does not have an online payment option. If you receive an email or letter requesting payment of fees that appears to come from the Leavenworth County Planning & Zoning Department or Planning Commission, please contact our office at 913.684.0465 before making any payments online or by phone. We appreciate your cooperation in this matter.*

#### **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.*



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

---

April 2, 2026

To: Daniel Berges  
Bartlett & West, Inc.  
34900 W 87<sup>th</sup> Street  
DeSoto, KS 66018

Re: Temporary Special Use Permit  
DEV-26-034

Mr. Berges,

Staff has reviewed the application and narrative for the Rancho El Diamante Charrería TSUP, which was resubmitted on April 1, 2026.

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

Narrative:

1. Portable Toilet Provider: Original application requested occupancy of 150-200 attendees, with 3 portable toilets on-site. Staff recommends a ratio of 1 portable toilet per 50 attendees. The original proposal was within this range. The new proposal is for 500 attendees with 7 portable toilets. The proposed ratio is 1 toilet to approximately 71 attendees. Staff recommends 10 portable toilets be provided for 500 attendees.

Site Plan:

1. Staff recommends placing some barrier between the roping arena and live music/pedestrian area and the proposed parking and drive aisles for the purpose of safety.
2. Additional parking does not have a notation of what material is proposed. Please note.

Proposed Conditions of Approval – These conditions do not indicate staff will recommend approval of this request nor are they a complete list of conditions that be provided with the staff report. Conditions are likely to change.

1. The TSUP shall comply with all local, state and federal rules and regulations that may be applicable, including horse tripping.
2. Property entrance shall be built or installed in compliance with the approved Driveway Template.
3. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on-site.
4. Provide a copy of the contract with the Portable Toilet provider. 10 portable toilets shall be provided, with 3 of those toilets being ADA accessible.
5. Events shall be limited to three events, as outlined in the narrative.
6. Occupancy shall be limited to 500 people. Employees shall be limited to 20 people.
7. No events shall take place inside the residence or agricultural building.
8. There shall be no on-street parking allowed

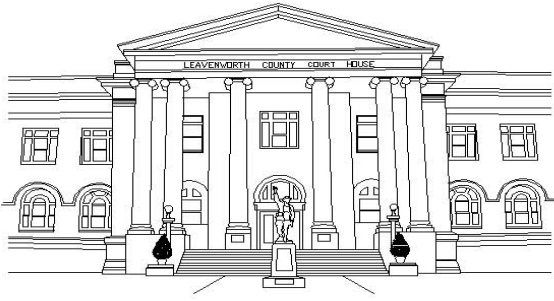
9. Traffic shall not queue onto the public road network when entering the site.
10. No event shall be allowed within any public rights-of-way.
11. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
12. Lighting generated from the event shall be limited to 0.00 foot-candles net gain, as measured at the property line.
13. Noise generated from an approved event including, but not limited to: Live music, DJ and noise from guests shall be limited to 60 decibels as measured at the property line.
14. No exposed extension cords may cross driveways or drive aisles.
15. All dumpsters shall be screened from public rights-of-way.
16. All garbage and animal waste must be removed from the property and disposed of in accordance with local and state requirements and within 2 business days of the event.
17. All portable restrooms must be maintained in a professional manner and removed from the property within 2 business days of the event.
18. All temporary structures must be removed from the site within 2 business days of the event, or a floodplain permit application must be submitted and approved for the proposed structures to remain.
19. All structures and uses of the property must comply with all Federal, State and Local Floodplain Regulations.

Please provide the updated information as soon as possible. The application will not be scheduled for a hearing until such time all requested information has been received.

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

Respectfully,

Amy Allison  
Deputy Director  
Planning and Zoning  
Leavenworth County



# COUNTY OF LEAVENWORTH

## Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

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April 2, 2026

### **Rancho El Diamante Rodeo TSUP DEV-26-034 – Public Works Review**

The Public Works Department have reviewed the following documents:

- 2026.04.01 Application.
- 2026.03.10 Narrative.
- 2026.03.10 Site Plan.

Lenape Road is a gravel roadway with an approximate width ranging from 14 to 18 feet. The review conducted by Public Works is limited to the public roadways and the proposed private access connection to Lenape Road. Fire protection was not included in this review.

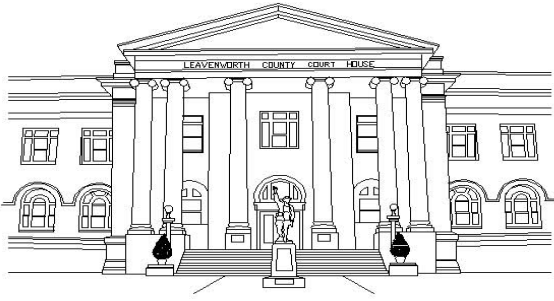
The estimated number of guests are 500, supported by 20 employees. There are 240 designated parking spaces for guest vehicles.

According to the application, the Temporary Special Use Permit (TSUP) allows for three events, all scheduled on Saturdays, with event hours from 2:00 PM to 11:00 PM. All parking will be accommodated onsite. Based on the documents reviewed, Olsson has determined that neither a traffic impact study nor a roadway assessment is warranted at this time.

The following comments and responses pertain to the documents submitted as referenced above. For any inquiries, please contact Amy Allison at [aallison@leavenworthcounty.gov](mailto:aallison@leavenworthcounty.gov).

1. Olsson Comment (03.23.26): GIS indicates Lenape Road is narrow, ranging 14 to 18 feet west of 166<sup>th</sup> Street. Site plan indicates Lenape Road is 30 feet wide. Reconfirm width from the site to 166<sup>th</sup> Street. AASHTO minimum width is 18 feet for bi-directional traffic. Specifically, the road appears to be narrow from the east drive (serving passenger vehicle traffic) and the west drive (serving truck/trailer traffic). If adequate road width is not provided between the drive locations to serve bi-directional traffic, provide circulation internal to the site to allow truck traffic to exit via the passenger vehicle drive.

Olsson Response (04.02.26): The site plan indicates that Lenape Road is 18 feet at the proposed east drive and 14 feet at the proposed west drive. Truck with trailer traffic is proposed to enter via the west drive and exit via the east drive, resulting in one-way (westbound) traffic along Lenape Road between the drives. This is acceptable site circulation.



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- 
- 
2. Olsson Comment (03.23.26): The applicant is required to submit a turning template study for the proposed drive locations to verify that the driveway entrance is adequately sized for truck ingress and egress. This analysis must be conducted by a Kansas Professional Engineer.

Olsson Response (04.02.26): Turning templates are included. No further comment.

3. Olsson Comment (03.23.26): Applicant shall provide signage at drive locations to direct traffic to exit to the east (right-turn) from the site. The road condition is poor and a dead end west of the site.

Applicant Response (04.01.26): Site plan indicates west entrance is an entrance only and east entrance is both entrance/exit. Site plan notes signage will be provided at drive locations to direct traffic to the east (right-turn) from the site. Do not place signage in the right-of-way.

Olsson Response (04.02.26): No further comment.

4. Olsson Comment (03.23.26): Applicant to confirm that trip information provided in the TSUP matches the narrative. The TSUP states 60 vehicles (120 trips) while the narrative states 200 trips (100 vehicles). Ensure total number of vehicles includes all staff, visitors, support services (food truck, security, etc) and trucks/trailers.

Olsson Response (04.02.26): The application and narrative indicates a different vehicle occupancy; however, the total number of visitors (500) and employees (20) is consistent. 200 vehicles are expected to access the site for a total of 400 trips.

5. Olsson Comment (03.23.26): The applicant must obtain a driveway permit for any proposed driveway improvements.

Applicant Response (04.01.26): Site plan notes a driveway permit will be obtained for any proposed driveway improvements.

Olsson Response (04.02.26): No further comment.

## Allison, Amy

---

**From:** Miller, Jamie  
**Sent:** Wednesday, April 8, 2026 12:15 PM  
**To:** Allison, Amy  
**Subject:** RE: DEV-26-034 Rancho El Diamante TSUP

Our policy is that ambulances do not leave hard surfaces. The weight of the units and soft surfaces can render us stuck. We would stop at the end of the gravel. We were not consulted on this plan, that we are aware of. Assistance would be required from the applicant for access to any patient from the end of the gravel driveway they have indicated, and back to the ambulance if transport would be required.

Thank You,

*Jamie A. Miller*

Director

Emergency Medical Service/Health Department

913-250-8000 - EMS Office

913-250-2006 - Health Department Office

[jmiller@leavenworthcounty.gov](mailto:jmiller@leavenworthcounty.gov)

### EMERGENCY MEDICAL SERVICE

500 EISENHOWER RD. Suite 103

LEAVENWORTH, KS 66048

### HEALTH DEPARTMENT

500 EISENHOWER RD. Suite 101

LEAVENWORTH, KS 66048

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**From:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Sent:** Wednesday, April 8, 2026 11:47 AM  
**To:** Miller, Jamie <[JMiller@leavenworthcounty.gov](mailto:JMiller@leavenworthcounty.gov)>  
**Subject:** FW: DEV-26-034 Rancho El Diamante TSUP

---

**From:** Allison, Amy  
**Sent:** Thursday, April 2, 2026 10:55 AM  
**To:** 'Dedeke, Andrew'; Miller, Jamie <[JMiller@leavenworthcounty.gov](mailto:JMiller@leavenworthcounty.gov)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>  
**Subject:** DEV-26-034 Rancho El Diamante TSUP

Good Morning Sheriff and Jamie,

Please find the updated application for the Rancho El Diamante Temporary Special Use Permit. The application may affect your departments so wanted to make sure you have the revised application for review. Please let me know if you have any additional comments or responses for the applicant.

Sincerely,

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

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**From:** Daniel Berges <[daniel.berges@bartwest.com](mailto:daniel.berges@bartwest.com)>  
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**To:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>; PZ <[pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>; McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>; Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>; Ronaldo Lopez <[rlopezh1@outlook.com](mailto:rlopezh1@outlook.com)>; Martin Carlos <[martincarlos82@icloud.com](mailto:martincarlos82@icloud.com)>  
**Subject:** RE: Need Email on TSUP Traffic

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Please see the attached revised Temporary Special Use Permit application for Rancho El Diamante's charrería rodeo event.

I believe we've addressed all the concerns from the Planning & Zoning and Public and Public Works Departments.

Please let me know if you have any additional questions. Thanks,

**Bartlett  
& West**



**Daniel Berges, PE**

Project Manager

230 Poyntz Ave., Manhattan, KS 66502

e: [Daniel.Berges@BartWest.com](mailto:Daniel.Berges@BartWest.com)

p: (785) 228-3320 c: (785) 927-0062 w: [BartlettWest.com](http://BartlettWest.com)

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**Sent:** Friday, March 27, 2026 10:03 AM  
**To:** Daniel Berges <[daniel.berges@bartwest.com](mailto:daniel.berges@bartwest.com)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>; McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>; Noll, Bill

<BNoll@leavenworthcounty.gov>

**Subject:** FW: Need Email on TSUP Traffic

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Good Morning Daniel,

Public Works received a response from Olsson which is below. Let me know if you have any questions.

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

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**From:** McAfee, Joe <JMcafee@leavenworthcounty.gov>

**Sent:** Friday, March 27, 2026 9:57 AM

**To:** Allison, Amy <AAllison@leavenworthcounty.gov>

**Cc:** Jacobson, John <JJacobson@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>

**Subject:** FW: Need Email on TSUP Traffic

Amy,

Can you please forward this to your Bartlett/West engineer so they are clear on what to resubmit. Thanks.

Joe McAfee, PE  
Project Engineer

Leavenworth County Public Works  
300 Walnut, Ste. 007, Leavenworth, KS 66048

(913) 684-0471 P| [jmcafee@leavenworthcounty.gov](mailto:jmcafee@leavenworthcounty.gov)

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**From:** Mitch Pleak <[mpleak@olsson.com](mailto:mpleak@olsson.com)>  
**Sent:** Friday, March 27, 2026 7:29 AM  
**To:** McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>  
**Subject:** RE: Need Email on TSUP Traffic

Joe,  
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Thanks,

Mitch

---

**From:** McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>  
**Sent:** Thursday, March 26, 2026 3:52 PM  
**To:** Mitch Pleak <[mpleak@olsson.com](mailto:mpleak@olsson.com)>  
**Subject:** Need Email on TSUP Traffic

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Mitch,  
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## Allison, Amy

---

**From:** Dedeke, Andrew <adedeke@lvsheriff.org>  
**Sent:** Wednesday, April 8, 2026 12:50 PM  
**To:** Allison, Amy  
**Subject:** RE: DEV-26-034 Rancho El Diamante TSUP

The application states alcohol will not be sold on premises. Is it understood participants and observers will be allowed to BYOB?

Two traffic concerns:

1. Vehicles leaving the event NB will eventually have to enter upon or traverse across K-32. There is no lighting at any of these junctions and a vehicle pulling a trailer may misjudge the speed of oncoming traffic, creating the likelihood of a traffic accident. K-32 and 170<sup>th</sup> is a T intersection where drivers unfamiliar with the area will sometimes blow the stop sign and crash into the berm on the north side of K-32. Will they be required to contact the JOCO Sheriffs Office so they can be aware of potential traffic / issues within DeSoto and K-10?
2. UPRR has an extremely active line running through this site. Vehicle coming from and returning to the north will have to negotiate the tracks at marked crossings.

In the event of a train derailment, are they prepared for the possible exposure of chemical agents and or the probable delay of emergency services reaching the area due to accessibility being shut off?

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, April 8, 2026 11:49 AM  
**To:** Dedeke, Andrew <adedeke@lvsheriff.org>  
**Subject:** FW: DEV-26-034 Rancho El Diamante TSUP

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I believe we’ve addressed all the concerns from the Planning & Zoning and Public and Public Works Departments.

Please let me know if you have any additional questions. Thanks,



**Daniel Berges, PE**  
Project Manager  
230 Poyntz Ave., Manhattan, KS 66502  
e: [Daniel.Berges@BartWest.com](mailto:Daniel.Berges@BartWest.com)  
p: (785) 228-3320 c: (785) 927-0062 w: [BartlettWest.com](http://BartlettWest.com)

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## Allison, Amy

---

**From:** Patzwald, Joshua <jpatzwald@lvsheriff.org>  
**Sent:** Thursday, April 16, 2026 8:34 AM  
**To:** Allison, Amy  
**Cc:** Dedeke, Andrew  
**Subject:** RE: DEV-26-034 Rancho El Diamante TSUP

Ms. Allison,

As a follow-up to our phone conversation this morning, here are some of the concerns we spoke about;

I have concern with a veterinarian not being on site during the event. This has been a constant talking point when we receive complaints of ongoing animal abuse / rodeo events outside of permissible KS standards being conducted. Having a veterinarian on site is supposed to quell these concerns. When they are only on call, they are shielded from the responsibility of ensuring no abuse is occurring, as they can indicate they were not present, and had no way to know there were issues.

I have concerns for traffic at the closed road areas of 170<sup>th</sup> and Golden Road east of 170<sup>th</sup>. These area have been generating a large number of complaints for barricades being moved, workers almost being hit by vehicles, vehicles causing damage to construction groundwork, etc.

I have concerns for the emergency plan for a couple of reasons. Five hundred people and the associated animals have only one way in or out of the location in case of emergency. The plan calls for using the residence and a barn to hold 500 people in case of severe weather. Are these structures capable (size) and appropriate as shelters?

EIA / Coggins – Is the Dept. of Ag responsible for ensuring these certificates are in place, or what is the penalty if not. Do horses on scene without proper certificates constitute an issue requiring quarantine of other animals, etc. Does the contracted veterinarian for the event have a duty to enforce these requirements?

We attempted to call back Bartlett & West this morning, and left a voicemail.

Thank you,

*Josh Patzwald  
Operations Captain  
Leavenworth County Sheriff's Office  
601 S 3<sup>rd</sup> Street Suite 2007  
Leavenworth KS 66048  
(913) 682-5724 Main  
(913) 758-4084 Desk*

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**Sent:** Thursday, April 2, 2026 10:55 AM  
**To:** Dedeke, Andrew <adedeke@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>  
**Cc:** Jacobson, John <JJacobson@leavenworthcounty.gov>  
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**Sent:** Wednesday, April 1, 2026 1:38 PM  
**To:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>; PZ <[pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>; McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>; Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>; Ronaldo Lopez <[rlopezh1@outlook.com](mailto:rlopezh1@outlook.com)>; Martin Carlos <[martincarlos82@icloud.com](mailto:martincarlos82@icloud.com)>  
**Subject:** RE: Need Email on TSUP Traffic

Amy,

Please see the attached revised Temporary Special Use Permit application for Rancho El Diamante's charrería rodeo event.

I believe we've addressed all the concerns from the Planning & Zoning and Public and Public Works Departments.

Please let me know if you have any additional questions. Thanks,



**Daniel Berges, PE**

Project Manager

230 Poyntz Ave., Manhattan, KS 66502

e: [Daniel.Berges@BartWest.com](mailto:Daniel.Berges@BartWest.com)

p: (785) 228-3320 c: (785) 927-0062 w: [BartlettWest.com](http://BartlettWest.com)

*Bartlett & West is 100-percent employee-owned with recognition as a top place to work.*

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**From:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Sent:** Friday, March 27, 2026 10:03 AM  
**To:** Daniel Berges <[daniel.berges@bartwest.com](mailto:daniel.berges@bartwest.com)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>; McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>; Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>  
**Subject:** FW: Need Email on TSUP Traffic

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Daniel,

Public Works received a response from Olsson which is below. Let me know if you have any questions.

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

**FRAUD ALERT:** Our office has been notified of multiple fraudulent emails requesting payment of fees to a non-agency account. All application fees are paid at the time of application and any additional required fees will be requested on official letterhead. Furthermore, the County does not have an online payment option. If you receive an email or letter requesting payment of fees that appears to come from the Leavenworth County Planning & Zoning Department or Planning Commission, please contact our office at 913.684.0465 before making any payments online or by phone. We appreciate your cooperation in this matter.

#### Disclaimer

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

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**From:** McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>  
**Sent:** Friday, March 27, 2026 9:57 AM  
**To:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Cc:** Jacobson, John <[JJacobson@leavenworthcounty.gov](mailto:JJacobson@leavenworthcounty.gov)>; Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>  
**Subject:** FW: Need Email on TSUP Traffic

Amy,  
Can you please forward this to your Bartlett/West engineer so they are clear on what to resubmit. Thanks.

Joe McAfee, PE  
Project Engineer

Leavenworth County Public Works  
300 Walnut, Ste. 007, Leavenworth, KS 66048

(913) 684-0471 | [jmcafee@leavenworthcounty.gov](mailto:jmcafee@leavenworthcounty.gov)

Visit us on our website

<https://www.leavenworthcounty.gov/>

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**From:** Mitch Pleak <[mpleak@olsson.com](mailto:mpleak@olsson.com)>  
**Sent:** Friday, March 27, 2026 7:29 AM  
**To:** McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>  
**Subject:** RE: Need Email on TSUP Traffic

Joe,  
I spoke with our traffic folks about the additional guests from 200 to 500. Our initial thoughts a traffic study would not be needed but would like to request a revised application and narrative to review to confirm no traffic study is needed. The initial application had discrepancies on ridership per vehicle which causes the trips to change. Also, clarify that the narrative should provide a summary of when traffic will arrive/depart the site? (ie – All arrive within one hour, or over 4 hours, or in/out all day, etc).

Thanks,

Mitch

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**From:** McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>  
**Sent:** Thursday, March 26, 2026 3:52 PM  
**To:** Mitch Pleak <[mpleak@olsson.com](mailto:mpleak@olsson.com)>  
**Subject:** Need Email on TSUP Traffic

**This Message Is From an External Sender**

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

Mitch,

I talked with Amy and John about your findings on not needing a traffic study for going from 200 to 500 because there is very little other traffic on that road. They are all good with that but can you possibly send me an email that would state that the ts is not needed but what the applicant needs to revise in their narrative. We are just wanting to create the documentation trail so everybody remembers later what we are good with now. Let me know if you questions. Once I get it from you I will send on to engineer to they can get revisions made and resubmitted. Later.

This e-mail and any files transmitted with it are confidential and intended solely for the use of the addressee. If you receive this transmission in error, please notify the sender and delete this e-mail.

**Leavenworth County  
Request for Board Action**

**Date:** April 29, 2025

**To:** Board of County Commissioners

**Cc:** Mark Loughry, County Administrator; Misty Brown, County Counselor

**From:** Chuck Magaha, Emergency Management Director

**Department Head Approval:** N/A

**Additional Reviews as needed:**

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

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**Action Requested:** Consider entering into the Greater Kansas City Regional Resource Sharing Agreement for emergency response and recovery with the Mid America Regional Council (MARC) and MARC members who are signatories to the agreement.

**Recommendation:** Approve the Greater Kansas City Regional Resource Sharing Agreement with MARC and MARC members who are signatories to the agreement and authorize the Chair to enter into the agreement on behalf of Leavenworth County.

**Background:** In Kansas, K.S.A. 12-16,117 allows for the creation of relationships between government entities to provide assistance to other municipalities and public safety agencies located in other municipalities located within or without the state of Kansas. Since 2011, Leavenworth County Emergency Management has been working with partners to develop a resource-sharing document to be used across state lines. The Greater Kansas City Regional Resource Agreement is a result of the work with our partners. This agreement has been vetted by the State of Kansas, the State of Missouri, FEMA, FEMA Region 7, and several attorneys throughout the Metro. Additionally, it has been approved by MARC and the Regional Homeland Security Coordinating Council.

The agreement serves as an “agreement of last resort” for emergencies in which no other existing agreement applies. It improves regional readiness by:

- Improving the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support.
- Allowing for optimal use of the region’s resources, reducing the need to duplicate expensive specialized assets.
- Providing a mechanism for the use of resources supporting multi-jurisdiction training and exercises.
- Allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

The agreement is voluntary, doesn’t require the County to take an affirmative action or to incur costs to which the County is not able to commit at the time of the emergency, and may be terminated at any time with notice.

**Analysis:** When a disaster or event should occur, this agreement will enhance capabilities across the region to share equipment, personnel, and consumables. Additionally, the agreement would benefit Leavenworth County by allowing us to call on out-of-state partners when an event should occur.

**Options:**

1. Approve the Greater Kansas City Regional Resource Sharing Agreement with MARC and MARC members who are signatories to the agreement and authorize the Chairman to enter into the agreement on behalf of Leavenworth County.

*Motion: Chairman, I move to approve the Greater Kansas City Regional Resource Sharing Agreement with MARC and the MARC members who are signatories to the agreement and to authorize the Chairman to enter into the agreement on behalf of Leavenworth County.*

2. Decline to approve the Greater Kansas City Regional Resource Sharing Agreement with MARC and the MARC members who are signatories to the agreement. No additional action is necessary if the BOCC does not wish to enter into the agreement.

**Legal Review:** The County Counselor has reviewed the Greater Kansas City Regional Resource Sharing Agreement and has approved it as to form.

**Budgetary Impact:**

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

**Total Amount Requested:** N/A

**Additional Attachments:**

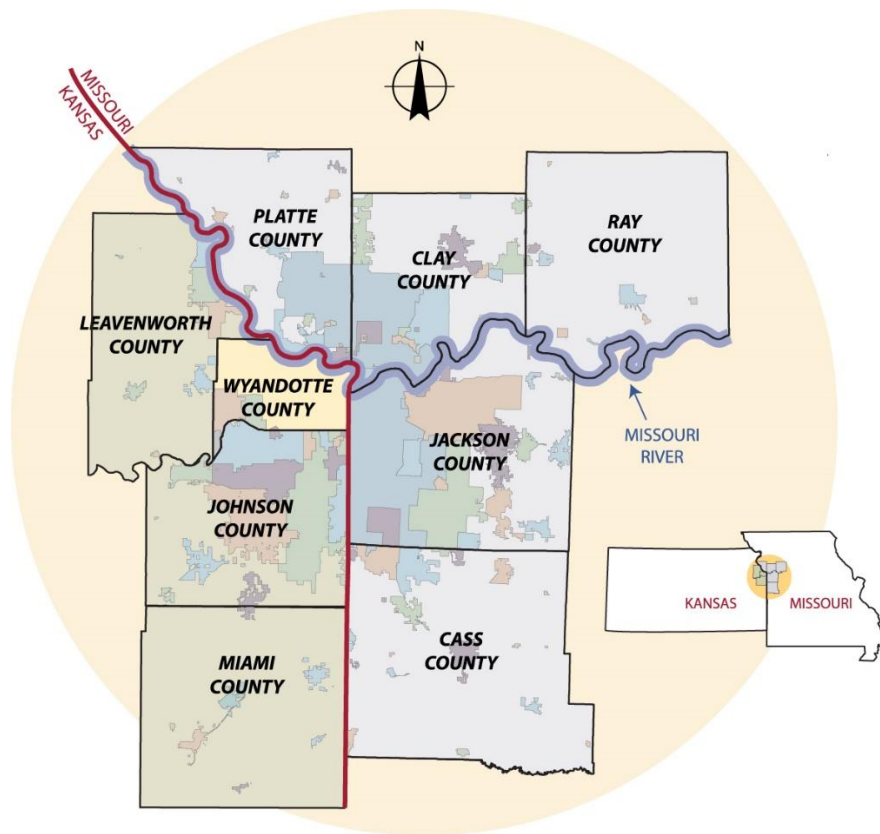
Greater Kansas City Regional Resource Sharing Agreement



Greater Kansas City

# Regional Resource Sharing Agreement

## for Emergency Response and Recovery





## Greater Kansas City Regional Resource Sharing Agreement

### **Preamble**

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

### **Article I: Purpose and Scope**

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction’s request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party’s written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

### **Article II: Benefits**

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region’s resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

### **Article III: Authorities**

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

#### **Article IV: Definitions**

**Assisting Jurisdiction:** A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Authorized Representative:** The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

**Emergency Management Agency:** The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

**Emergency or Disaster:** Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

**Mutual Aid:** A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

**Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

**Personnel Licensure Compact:** A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

**Requesting Jurisdiction:** A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Special District:** A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

### **Article V: Governance**

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

### **Article VI: Recognition of Licensure and Certification**

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

### **Article VII: Liability Protection and Immunity**

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

#### **Article VIII: Employment Benefits**

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

#### **Article IX: Deployment**

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
  - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

## **Article X: Reimbursement**

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

## **Article XI: Termination**

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

## **Article XII: Dispute Resolution**

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

## **Article XIII: Operational Plan**

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

### **Requests for Assistance**

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

**Download: [ICS 213 RR Modified Resource Request Form](#)**

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

**Signatory:**

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Mike Stieben, Chairman, Leavenworth County Board of County Commissioners

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Date

Leavenworth County, Kansas  
300 Walnut Street  
Leavenworth, Kansas 66048

**Official Notices:**

For: Leavenworth County, Kansas

Mark Loughry, County Administrator  
[mloughry@leavenworthcounty.gov](mailto:mloughry@leavenworthcounty.gov)

Misty Brown, County Counselor  
[mbrown@leavenworthcounty.gov](mailto:mbrown@leavenworthcounty.gov)

For Legal Notices – Email as above with paper copy mailed to:

Leavenworth County, Kansas  
ATTN: County Counselor  
300 Walnut Street  
Leavenworth, KS 66048

For: Mid-America Regional Council

Erin Lynch, Emergency Services and  
Homeland Security Program Director  
Email: [elynch@marc.org](mailto:elynch@marc.org)

For Legal Notices – Email as above with paper copy mailed to:

Mid-America Regional Council  
ATTN: Erin Lynch  
600 Broadway Blvd #200  
Kansas City, MO 64105

## Appendix A: Authorities and References

<b>Level of Gov.</b>	<b>Document</b>	<b>Citation/Statute</b>	<b>Authority/ Responsibility</b>
Federal	<a href="#">Stafford Act</a>	<a href="#">44 CFR Section 206</a>	DHS/FEMA – emergency response
Federal	<a href="#">Executive Order 12148</a>	<a href="#">44 Fed. Reg. 43239</a>	DHS/FEMA - preparedness/response
Federal	<a href="#">Presidential Policy Directive 8 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 8</a>	DHS/FEMA – national preparedness
Federal	<a href="#">Presidential Policy Directive 21 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 21</a>	DHS public health and medical
Federal	<a href="#">Emergency Management Assistance Compact</a>	<a href="#">Public Law 104-321</a>	FEMA/State mutual aid
Federal	<a href="#">National Emergencies Act</a>	<a href="#">Public Law 94-412, 90 Stat. 1255</a>	Executive Branch – Presidential Declaration
Federal	<a href="#">Pandemic and All Hazards Preparedness Act</a>	<a href="#">Public Law No. 109-417</a>	HHS/CDC – public health preparedness and response
Federal	<a href="#">Public Health Service Act</a>	<a href="#">Public Law 78-410</a>	HHS – public health emergency declaration
Federal	<a href="#">Public Readiness and Emergency Preparedness Act</a>		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	<a href="#">NIMS</a>		DHS/FEMA – incident command system
Federal	<a href="#">National Response Framework, Third Edition</a>		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes <a href="#">48-950-958</a>	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS <a href="#">12 -16,117,</a>	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS <a href="#">12-2904</a>	Public agencies
State	Kansas Mutual Aid	KS <a href="#">80-1517</a>	Fire (ESF 4)
State	Kansas Mutual Aid	KS <a href="#">65-6158</a>	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS <a href="#">48-3602</a>	Law Enforcement
State	Missouri Mutual Aid	MO <a href="#">44.415</a>	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO <a href="#">44.098</a>	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO <a href="#">190.107</a> MO <a href="#">190.900 - 939</a>	EMS/ambulance
State	Kansas EMS	KS <a href="#">65-6158</a>	EMS/ambulance
State	Kansas Wildfire	KS <a href="#">31-801</a>	Forest Fire preservation
State	Missouri Mutual Aid	MO <a href="#">320.090</a>	Fire
State	Kansas EM Compact	KS <a href="#">48-9a01</a>	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO <a href="#">44.095</a>	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO <a href="#">44-090</a> MO <a href="#">44-105</a> MO <a href="#">44-045</a> MO <a href="#">70.815-837</a>	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	<a href="#">EMS Compact</a>	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	<a href="#">Nurse Licensure Compact</a>	Nurse reciprocal recognition of license

## Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

### Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
  - (1) The county emergency operations plan;
  - (2) Other county resolutions or any existing interlocal agreement;
  - (3) Automatic aid;
  - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.

# Quarterly Report

Connie Harmon, Director

April 29, 2026

[Q1 At-A-Glance:](#)

	2026	Notes
<b>Nutrition</b>		The President's FY27 budget proposes holding funding for senior nutrition programs at FY24 levels.  The COA's Nutrition Services contract is out for bid. Requests for bid are due on April 29 <sup>th</sup> .
Q1 Meals on Wheels Meals Served	27,669	
• Home-delivered	23,495	
• Congregate	4,174	
• YTD Unduplicated Clients Served	641	
• YTD New Clients	60	Total mileage for Q1Transportation trips: 45,175  Forty-two riders from Tonganoxie, Basehor, Linwood, Bonner Springs, McLouth and Easton accessed COA Transportation for 369 rides in Q1.
• Current Waitlist (4.20.2026)	0	
<b>Transportation</b>		
Trips Provided YTD	3,499	
• YTD Unduplicated Clients Served	545	
• Q1 New Clients	35	Volunteerism is at an all-time high, saving the County an estimated \$159,755.68 in Q1.  31 new volunteers were onboarded in Q1.
<b>Volunteerism</b>		
• Q1 Active Volunteers	190	
• Q1 Volunteer Hours	4,592	54% of expected revenue has been received in FY26.
<b>Budget</b>		
• Approved	<b>\$4,050,834.00</b>	
• Expended	\$873,097.78	
• Revenue Received	\$1,892,598.90	

## 2026 strategic focus areas

- **Expand access and strengthen programming to meet community needs.**
  - Participation in Leisure & Learning programming continues to grow. Two new offerings were launched in Q1: *Chairside Karate*, a low-impact martial arts-based exercise class, and *Let's Be Handy*, a social group to stay active and work on meaningful community projects, were added on Tuesdays at 11:15 am and 1:00pm respectively. The *Let's Be Handy* group has already constructed a 9-hole mini-golf course with donated materials and started seeds for a community garden project.
    - Twenty-four new participants were added in Q1. Of those new Q1 participants, 38% are between the ages of 50-69.
  - The COA held its annual, mandatory Public Hearing on March 18<sup>th</sup> to gather community input for the State's Area Plan on Aging. As a result of our hearing, *Conversations with Kat* will launch on Wednesday, May 13<sup>th</sup>. This will be a supportive, judgement-free space where caregivers and partners can come together to talk openly about caregiving, anticipatory grief, end-of-life planning, and navigating life after loss.
  - VITA staff and volunteers completed 537 tax returns for Leavenworth County residents this tax season, fielded 1,342 calls and facilitated 1,135 appointments.
- **Broaden and evolve grant funding and fundraising efforts to sustain and expand current service offerings.**
  - In addition to carefully monitoring the status of the agency's Older American's Act funding, staff applied for 7 local and national grants in Q1 totaling \$48,600 with notifications due in the spring/early summer months.
    - To date, the COA has been awarded 3 of 7 grants generating \$8,000 in additional revenue to support the following programs: Meals on Wheels, Sr. Express Transportation, and Human Services.
  - In addition to grants the COA secured the following revenue in Q1 through fundraising and donations to support agency programs and offset costs: \$14,433.00.
    - \$ 13,000.00 Private donation for Meals on Wheels
    - \$ 483.00 PALS *Pedicures for Paws* fundraiser
    - \$ 960.00 Gift Shop donations
- **Grow and strengthen partnerships and volunteer engagement.**

- In March, staff launched a *Senior Impact Series* - a series of presentations intended to keep our 50+ population in the know about matters that impact their daily lives. The March session featured guest speakers from the Register of Deed's office, Information Services and the VITA tax team.

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# **Quarterly Report**

April 29, 2026

Prepared By:  
Bob Weber, County Appraiser

## Ongoing Activities

- **Informal Hearings**

- The Appraiser's office sent change of value notices February 27th. The values on 373 parcels were appealed out of a total of 33,289 parcels. We have scheduled and held all informal meetings with tax payers.

Year	Informal Hearings	
2026	373	1.1%
2025	229	0.7%
2024	272	0.8%
2023	789	2.5%
2022	711	2.2%
2021	438	1.4%

- The last day to schedule an appeal was March 30<sup>th</sup>.
- Informal hearings were completed on April 22. As of April 23, 81 appeals remain to be processed.
- Real-estate values will be certified to the county clerk in early May.

- **Personal Property**

- All personal property valuation notices will be mailed by May 1<sup>st</sup>.
- Changes in 2025 legislation exempted the following: any off-road vehicle, any motorized bicycle, any trailer with a gross weight of 15,000 pounds or less that is not used for income-producing purposes, and any marine equipment. A letter was sent with the personal property change of value notices requesting information on the gross vehicle weight of trailers when that information could not be identified.
- House Bill 2406 was introduced this year to remove the 2006 date from the Commercial and Industrial Machinery and Equipment exemption, which would have resulted in exempting all such machinery and equipment. The legislation ultimately did not pass.
- All oil and gas valuation notices will be mailed by May 1<sup>st</sup>.

- **Sales**

- 355 total sales have been received though the first quarter of 2026. This compares to 322 in 2025, 362 in 2024 and 351 in 2023. The median number of sales for the first quarter over the previous ten years is 363.

- **Maintenance and building Permits**

- The county appraiser is required to inspect each property at least once every six years. This year, 5,311 parcels are scheduled for reinspection, supported by oblique imagery captured last year.

The following areas will be inspected:

- Between Parallel Road and McIntyre Road, west of 235<sup>th</sup> Street
  - North of McIntyre Road, east of Highway 7
  - The Tonganoxie Road and Gilman Road area
  - Northern Leavenworth City, specifically north of Lecompton Road
- There are currently 782 open building permits for residential / agricultural properties and 39 open building permits for commercial properties.

# County Summary - Preliminary Ratio Study 2025

KS Property Valuation Division

## 052: LEAVENWORTH COUNTY

Property Class	Median Ratio	Confidence Interval	COD	Confidence Interval	PRD	Confidence Interval	Valid Sales	Trim Sales
Residential	91.73	90.74 to 92.88	9.44	8.89 to 9.99	1.0	1.0 to 1.01	840	70
Commercial/Ind.	86.51	75.92 to 94.24	22.14	12.76 to 32.55	1.53	0.97 to 2.07	21	0
Vacant Lot	81.56	-	37.75	-	1.08	-	86	1
Farm & Home	69.73	-	18.53	-	1.01	-	57	1
Ag.(Impr.+ Land)	0.84	-	61.82	-	94.1	-	40	6
Ag. Land Only	0.84	-	61.68	-	95.87	-	35	4
Other/Ex/Ut/NP/Mix	145.55	-	-	-	-	-	1	0
TOTAL w/Ag.& F&H	90.0	-	16.28	-	1.01	-	1045	78
TOTAL MARKET	90.59	-	13.24	-	1.02	-	1005	71