

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

May 31, 2023

9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- 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 May 24, 2023
  - b) Approval of the schedule for the week June 5, 2023

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

VII. FORMAL BOARD ACTION:

- a) Conduct Public Hearing for Fire District #2
  - **OPEN PUBLIC HEARING**
  - **CLOSE PUBLIC HEARING**
  - Consider a motion to approve Resolution 2023-10, forming Leavenworth County Fire District #2 and organizing, naming and declaring the boundaries of Fire District #2.
  - Consider a motion to approve an interlocal agreement for the establishment of a joint board, a fire district board of trustees and the funding and operation of Fire District #2.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

## **WORK SESSION TO DISCUSS SUBDIVISION REGULATIONS**

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, May 29, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF MEMORIAL DAY**

**Tuesday, May 30, 2023**

**Wednesday, May 31, 2023**

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

**Thursday, June 1, 2023**

11:00 a.m.           Saint John Urgent Care Ribbon-Cutting  
                          • 3550 S 4<sup>th</sup> St. Suite 110, Leavenworth, KS

**Friday, June 2, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

\*\*\*\*\*May 24, 2023 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, May 24, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Larry Malbrough, Information Systems Director; Jamie Miller, EMS/Health Department Director; Janet Klasinski, County Clerk; John Richmeier, Leavenworth Times

Residents: John Matthews, Sean Britz

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Kaaz read a proclamation recognizing EMS week.

Janet Klasinski announced June 1<sup>st</sup> at noon is the deadline to file for city office and school board positions.

Commissioner Doug Smith indicated he would like items such as the consensus of the traffic study on Kansas Avenue be placed on the agenda with a report.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, May 24, 2023 as presented.***

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

Larry Malbrough requested to award bid to Logicalis for technology infrastructure upgrades.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to award bid to Logicalis for technology infrastructure upgrades in the amount of \$215,569.88.***

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

Mr. Malbrough requested approval of four-year renewal agreement with Revize for web hosting services.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve a four-year renewal agreement with Revize for web hosting services with an annual fee of \$6,250.00***

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

Commissioner Stieben and Culbertson will be touring Hamm's Landfill next week.

Commissioner Culbertson attended the Leavenworth City Commission meeting last night.

Commissioner Mike Smith attended the ribbon-cutting ceremony for the Bernard Park Baseball field.

Commissioner Kaaz attended a Kansas City Area Transit Authority meeting and a Workforce Partnership meeting. Along with Mr. Loughry, she attended a press conference for the World Cup. She will attend a quarterly meeting for NEK-CAP and a KCATA meeting this evening.

Commissioner Doug Smith attended the MARC meeting. He will attend the Basehor City Council meeting and the Fairmount Township meeting this week.

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

The Board adjourned at 9:20 a.m.

Draft

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, June 5, 2023

6:30 p.m. Republican Town Hall  
• Heritage Center, 109 Delaware St., Leavenworth, KS

## Tuesday, June 6, 2023

## Wednesday, June 7, 2023

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

## Thursday, June 8, 2023

## Friday, June 9, 2023

11:00 a.m. 2023 MARC Regional Assembly  
• Westin Kansas City, 1 E. Pershing Road, Kansas City, MO

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-001-5-53-215	4013-01944 NOX WEED UNIFORM RE	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-001-5-53-215	4013-01944 NOX WEED UNIFORM RE	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-001-5-53-215	4013-01944 NOX WEED UNIFORM RE	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-001-5-53-215	4013-01944 NOX WEED UNIFORM RE	79.46	
							*** VENDOR		
							4120 TOTAL		317.84
20588	ADVANTAGE	ADVANTAGE PRINTING	334553	103348 AP	05/26/2023	3-001-5-06-218	180 PLANNING - BUSINESS CARDS	65.00	
249	AMBERWELL	ATCHISON HOSPITAL	334554	103349 AP	05/26/2023	3-001-5-28-212	HR EMPLOYEE TESTING	610.00	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	334559	103354 AP	05/26/2023	3-001-5-07-213	2268 VEH MAINT 110,130,119	1,943.53	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	334559	103354 AP	05/26/2023	3-001-5-07-213	2268 VEH MAINT 110,130,119	647.92	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	334559	103354 AP	05/26/2023	3-001-5-07-213	2268 VEH MAINT 110,130,119	1,857.06	
							*** VENDOR		
							198 TOTAL		4,448.51
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-01-213	MSMITH:LODING KCCA CONF HAYS	296.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-01-213	MATZEDER:LODGING KCCA CONF,CLE	320.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-02-202	KLASINSKI:HOTEL FOR CONF	109.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-02-301	CLERK:ENVELOPES,PENS	34.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-02-301	KEPPLER:PAPER PRODUCTS	146.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-202	EMS VEH MAINT&SUPPLY, FIELD SUP	40.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-209	EMS:FIELD SUPPLY,BLDG MAINT,SU	1,310.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-210	FIRSTNET - EMS WIRELESS TO 4	280.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-213	EMS VEH MAINT&SUPPLY, FIELD SUP	1,000.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-216	EMS:FIELD SUPPLY,BLDG MAINT,SU	206.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-280	MIDWEST MOBILE RADIO	438.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-282	EMS:FIELD SUPPLY,BLDG MAINT,SU	363.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-301	EMS:FIELD SUPPLY,BLDG MAINT,SU	678.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-301	EMS VEH MAINT&SUPPLY, FIELD SUP	15.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-306	EMS VEH MAINT&SUPPLY, FIELD SUP	824.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-306	EMS VEH MAINT&SUPPLY, FIELD SUP	87.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-381	EMS:FIELD SUPPLY,BLDG MAINT,SU	11,590.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-381	EMS VEH MAINT&SUPPLY, FIELD SUP	113.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-381	EMS VEH MAINT&SUPPLY, FIELD SUP	73.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-381	EMS VEH MAINT&SUPPLY, FIELD SUP	20.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-383	EMS:FIELD SUPPLY,BLDG MAINT,SU	407.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-05-383	EMS VEH MAINT&SUPPLY, FIELD SUP	104.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-202	ANDERSON:PLANNING COMMISSION W	18.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-207	SLOOP;NOTICES,SUPPLIES,ADMIN,S	295.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-218	SLOOP;NOTICES,SUPPLIES,ADMIN,S	871.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-220	SLOOP;NOTICES,SUPPLIES,ADMIN,S	362.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-301	SLOOP;NOTICES,SUPPLIES,ADMIN,S	102.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-06-305	SLOOP;NOTICES,SUPPLIES,ADMIN,S	18.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-202	LVSO TNG,JAIL,P HEALTH,UNIFORM	350.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-202	LVSO TNG,JAIL,P HEALTH,UNIFORM	1,682.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-203	EOC:PSI LICENSE,OFFICE SUPPLIE	175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-208	MIDWEST MOBILE RADIO	1,640.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-208	WASTE MGMT LVSO DUMPSTER	587.34	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-210	AT&T LVSO WIRELESS 1313	270.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-211	LVSO TNG,JAIL,P HEALTH,UNIFORM	224.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-218	LVSO TNG,JAIL,P HEALTH,UNIFORM	7.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-219	LVSO TNG,JAIL,P HEALTH,UNIFORM	668.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-219	WARD: LVSO UNIFORM,MAINT,SUPPL	82.33	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-219	WARD: LVSO UNIFORM,MAINT,SUPPL	33.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-221	WARD: LVSO UNIFORM,MAINT,SUPPL	55.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-251	WARD: LVSO UNIFORM,MAINT,SUPPL	79.95	

START DATE: 05/20/2023 END DATE: 05/26/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-262	LVSO TNG, JAIL, P HEALTH, UNIFORM		5.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		31.38	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		194.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		80.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		3.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		32.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		23.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		79.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	WARD: LVSO UNIFORM, MAINT, SUPPL		6.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-301	EOC: PSI LICENSE, OFFICE SUPPLIE		16.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-302	LVSO TNG, JAIL, P HEALTH, UNIFORM		47.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-305	WARD: LVSO UNIFORM, MAINT, SUPPL		106.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-350	LVSO TNG, JAIL, P HEALTH, UNIFORM		100.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-350	LVSO TNG, JAIL, P HEALTH, UNIFORM		304.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-350	WARD: LVSO UNIFORM, MAINT, SUPPL		25.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-350	WARD: LVSO UNIFORM, MAINT, SUPPL		13.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-355	WARD: LVSO UNIFORM, MAINT, SUPPL		36.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-356	LVSO TNG, JAIL, P HEALTH, UNIFORM		99.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-357	WARD: LVSO UNIFORM, MAINT, SUPPL		493.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-359	LVSO TNG, JAIL, P HEALTH, UNIFORM		1,078.33	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-07-362	WARD: LVSO UNIFORM, MAINT, SUPPL		41.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-09-202	MATZEDER: LODGING KCCA CONF, CLE		125.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-11-202	THOMPSON: CONF LODGING, TRAVEL		300.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-11-205	KTA - CO ATTORNEY TOLLS		9.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-11-211	THOMPSON: CONF LODGING, TRAVEL		1,720.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-11-301	THEIS: OFFICE SUPPLIES		1,826.09	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-11-301	THEIS: OFFICE SUPPLIES		403.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-14-220	SPEC BLDG: CTHS, SD#2, JC, CUSHING		355.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-14-228	MUNICIPAL SVCS 2022 AUDIT FILI		175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-18-213	MALBROUGH: ACCESS FEES, ASSET T		301.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-18-213	MIDWEST MOBILE RADIO		900.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-18-301	MALBROUGH: ACCESS FEES, ASSET T		1,293.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-19-205	CROSSLAND: JURY TEXTING PROGRAM		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-19-213	WEISHAAR: LODGING KASCO CONF X8		1,995.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-19-301	CROSSLAND: JURY TEXTING PROGRAM		154.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-19-301	DOUTHITT: OFFICE SUPPLIES		239.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-19-301	CLEMENS: OFFICE SUPPLIES		225.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-23-203	COLE: INDUSTRIAL FORECAST		55.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-23-209	COSTAR - MAY RE DATA/ANALYTICS		400.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-28-223	HR: BENEFITS LUNCH, MTG SUPPLIE		116.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-209	SPEC BLDG: CTHS, SD#2, JC, CUSHING		4,143.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-297	SPEC BLDG: CTHS, SD#2, JC, CUSHING		68.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-301	SPEC BLDG: CTHS, SD#2, JC, CUSHING		130.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-312	HERKEN: HD, TOOLS, JC MAINT+		17.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-312	CUMMINGS: ANNEX, EMS, JC, MATERIAL		238.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-312	TOMLIN: MATERIAL, HD, JC		145.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-312	SPEC BLDG: CTHS, SD#2, JC, CUSHING		327.38	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-313	HERKEN: HD, TOOLS, JC MAINT+		118.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-313	TOMLIN: MATERIAL, HD, JC		496.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-313	SPEC BLDG: CTHS, SD#2, JC, CUSHING		146.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-314	CUMMINGS: ANNEX, EMS, JC, MATERIAL		25.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-316	SPEC BLDG: CTHS, SD#2, JC, CUSHING		252.73	



START DATE: 05/20/2023 END DATE: 05/26/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-317	CUMMINGS:ANNEX,EMS,JC,MATERIAL		6.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-317	SPEC BLDG:CTHS,SD#2,JC,CUSHING		146.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-322	HERKEN:HD,TOOLS,JC MAINT+		226.38	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-390	SPEC BLDG:CTHS,SD#2,JC,CUSHING		563.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-31-391	SPEC BLDG:CTHS,SD#2,JC,CUSHING		146.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-296	SPEC BLDG:CTHS,SD#2,JC,CUSHING		809.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-297	SPEC BLDG:CTHS,SD#2,JC,CUSHING		481.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-391	HERKEN:HD,TOOLS,JC MAINT+		186.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-391	CUMMINGS:ANNEX,EMS,JC,MATERIAL		40.07	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-391	TOMLIN:MATERIAL,HD,JC		231.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-391	NORMAN:JC,CUSHING BLDG MAINT S		265.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-32-391	SPEC BLDG:CTHS,SD#2,JC,CUSHING		361.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-209	SPEC BLDG:CTHS,SD#2,JC,CUSHING		44.33	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-260	SPEC BLDG:CTHS,SD#2,JC,CUSHING		336.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-296	SPEC BLDG:CTHS,SD#2,JC,CUSHING		1,839.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-297	SPEC BLDG:CTHS,SD#2,JC,CUSHING		238.38	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-391	FARR: BLDG MAINT-CUSHING, SD#2		201.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-391	NORMAN:JC,CUSHING BLDG MAINT S		109.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-33-391	SPEC BLDG:CTHS,SD#2,JC,CUSHING		146.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-41-201	MURRAY;QUILL,OFFICE/ASSESSMENT		99.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-41-301	MURRAY;QUILL,OFFICE/ASSESSMENT		390.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-41-303	MURRAY;QUILL,OFFICE/ASSESSMENT		398.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-41-371	MURRAY;QUILL,OFFICE/ASSESSMENT		841.78	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-42-293	SAN:ESRI CREDITS, TV MOUNT/KEY		480.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-42-301	SAN:ESRI CREDITS, TV MOUNT/KEY		60.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-53-306	NOX WEED:SPRAYER/CHAINSAW PART		457.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-53-308	NOX WEED:SPRAYER/CHAINSAW PART		18.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-53-308	NOX WEED:SPRAYER/CHAINSAW PART		1,170.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-001-5-82-301	SLOOP;NOTICES,SUPPLIES,ADMIN,S		50.00	
							*** VENDOR	648 TOTAL		55,968.01
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	334560	103355 AP	05/26/2023	3-001-5-05-201	EMS MEDICAL DIRECTOR		1,250.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	334561	103356 AP	05/26/2023	3-001-5-11-501	COURT COSTS MAY 2023		4,979.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334475	103285 AP	05/23/2023	3-001-5-14-220	ELEC SVC COURTHOUSE		8,254.81	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334475	103285 AP	05/23/2023	3-001-5-32-392	ELEC SVC JUSTICE CENTER		19,560.60	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334565	103360 AP	05/26/2023	3-001-5-53-219	ELEC SVC NOX WEED		262.55	
							*** VENDOR	86 TOTAL		28,077.96
1011	FEDEX	FEDEX	334566	103361 AP	05/26/2023	3-001-5-07-302	300091734 LVSO TO COMBINED TAC		82.00	
2195	GARCIA CLINICAL	GARCIA CLINICAL LABORATORY	334569	103364 AP	05/26/2023	3-001-5-07-219	APRIL 2023 LAB SERVICES		101.00	
687	GEHRI,ELIZABETH	ELIZABETH SUE GEHRI	334570	103365 AP	05/26/2023	3-001-5-11-290	VETERAN'S COURT WORK 2/14-3/28		9,181.25	
4465	GRONIS	GRONIS HARDWARE INC	334572	103367 AP	05/26/2023	3-001-5-07-213	VEH MAINT,JAIL MAINT/EXP, AMMO		7.07	
4465	GRONIS	GRONIS HARDWARE INC	334572	103367 AP	05/26/2023	3-001-5-07-213	VEH MAINT,JAIL MAINT/EXP, AMMO		9.87	
4465	GRONIS	GRONIS HARDWARE INC	334572	103367 AP	05/26/2023	3-001-5-07-213	VEH MAINT,JAIL MAINT/EXP, AMMO		51.77	
4465	GRONIS	GRONIS HARDWARE INC	334572	103367 AP	05/26/2023	3-001-5-07-213	VEH MAINT,JAIL MAINT/EXP, AMMO		31.99	
							*** VENDOR	4465 TOTAL		100.70
7655	J F DENNEY P	J F DENNEY PLUMBING & HEATING	334576	103371 AP	05/26/2023	3-001-5-32-209	LEAV03 601 S 3RD ST SVC CALL		1,227.00	
99	JUROR									

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL		4,782.05
11469	KANSAS JUD	KANSAS JUDICIAL COUNCIL	334612	103407 AP	05/26/2023	3-001-5-11-307	CO ATTORNEY - 2 PIK 4TH/2022		190.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334614	103409 AP	05/26/2023	3-001-5-07-301	SHERIFF:OFFICE AND JAIL SUPPLI		59.68	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334614	103409 AP	05/26/2023	3-001-5-07-301	SHERIFF:OFFICE AND JAIL SUPPLI		13.04	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334614	103409 AP	05/26/2023	3-001-5-07-359	SHERIFF:OFFICE AND JAIL SUPPLI		112.53	
							*** VENDOR	4755 TOTAL		185.25
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-02-209	21272 FD#2 2023-09 PUBLICATION		295.05	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		11.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		12.18	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		12.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		5.99	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		12.98	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-06-218	21250 ZONING PUBLICATIONS		12.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-14-218	21272 FD#2 2023-09 PUBLICATION		287.91	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334615	103410 AP	05/26/2023	3-001-5-14-218	21272 FD#2 2023-09 PUBLICATION		295.05	
							*** VENDOR	537 TOTAL		356.40
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334617	103412 AP	05/26/2023	3-001-5-11-303	OPL305_K COPIER		21.75	
663	MILLS TROPHIES	BEVERLY S MILLS	334618	103413 AP	05/26/2023	3-001-5-11-204	PLAQUE FOR RETIREMENT		63.00	
2666	MISC REIMBURSEMENTS	NANCY THEIS	334620	103415 AP	05/26/2023	3-001-5-11-301	REIM FOR SUPPLIES		59.52	
670	NICHOLS MICHAEL J	MICHAEL J NICHOLS PA ATTORNEY	334622	103417 AP	05/26/2023	3-001-5-09-231	*MARCH CONTRACT COURT APPOINTE		3,000.00	
670	NICHOLS MICHAEL J	MICHAEL J NICHOLS PA ATTORNEY	334622	103417 AP	05/26/2023	3-001-5-09-231	MAY COURT APPOINTED ATTORNEY C		3,000.00	
							*** VENDOR	670 TOTAL		6,000.00
397	NICHOLSON	RAE NICHOLSON LAW, LLC	334623	103418 AP	05/26/2023	3-001-5-09-231	COUT APPOINTED ATTORNEY - CONF		392.00	
397	NICHOLSON	RAE NICHOLSON LAW, LLC	334623	103418 AP	05/26/2023	3-001-5-09-231	COUT APPOINTED ATTORNEY - CONF		856.00	
							*** VENDOR	397 TOTAL		1,248.00
196	OLSSON	OLSSON, INC	334625	103420 AP	05/26/2023	3-001-5-06-206	PROF SVC THROUGH 4/8/23		4,707.75	
102	PROFESSIONAL SERVICE	KU PHYSICIANS INC	334628	103423 AP	05/26/2023	3-001-5-07-219	INMATE MEDICAL BILL		25.98	
7098	QUILL CORP	QUILL CORP	334629	103424 AP	05/26/2023	3-001-5-07-301	8333027 OFFICE AND JAIL SUPPLI		164.36	
7098	QUILL CORP	QUILL CORP	334629	103424 AP	05/26/2023	3-001-5-07-359	8333027 OFFICE AND JAIL SUPPLI		26.29	
7098	QUILL CORP	QUILL CORP	334629	103424 AP	05/26/2023	3-001-5-41-371	5406289 APPRAISER-COMPUTER SUP		443.22	
							*** VENDOR	7098 TOTAL		633.87
103	RESTITUTIO	AFGE LOCAL 85	334630	103425 AP	05/26/2023	3-001-5-11-502	RESTITUTION		200.00	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-07-213	SHERIFF/EOC FUEL/VEH MAINT		4,584.13	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-14-332	SHERIFF/EOC FUEL/VEH MAINT		5,288.97	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-14-332	SHERIFF/EOC FUEL/VEH MAINT		557.16	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-14-333	SPEC BLDG FUEL		154.26	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-14-336	NOX WEED FUEL/VEH MAINT		670.23	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-41-213	APPRAISER VEHICLE MAINT		629.56	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	334631	103426 AP	05/26/2023	3-001-5-53-308	NOX WEED FUEL/VEH MAINT		166.26	
							*** VENDOR	458 TOTAL		12,050.57

warrants by vendor

START DATE: 05/20/2023 END DATE: 05/26/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
8350	SECURITAS TECHNOLOGY	SECURITAS TECHNOLOGY COPRORATI	334632	103427 AP	05/26/2023	3-001-5-07-357	10700928 JAIL MAINT	50.00		
6148	SHERIFF	LEAV CO SHERIFF DEPT	334634	103429 AP	05/26/2023	3-001-5-07-211	PER DIEM, REIMB MEETING EXPENS	55.34		
6148	SHERIFF	LEAV CO SHERIFF DEPT	334634	103429 AP	05/26/2023	3-001-5-07-211	PER DIEM, REIMB MEETING EXPENS	34.97		
6148	SHERIFF	LEAV CO SHERIFF DEPT	334634	103429 AP	05/26/2023	3-001-5-07-211	PER DIEM, REIMB MEETING EXPENS	53.54		
6148	SHERIFF	LEAV CO SHERIFF DEPT	334634	103429 AP	05/26/2023	3-001-5-07-360	PER DIEM, REIMB MEETING EXPENS	180.65		
								*** VENDOR	6148 TOTAL	324.50
49	ST LUKES	ST LUKES HOSPITAL	334635	103430 AP	05/26/2023	3-001-5-07-219	INMATE MEDICAL BILL	76.15		
5555	STIEBEN, MIKE	MIKE STIEBEN	334636	103431 AP	05/26/2023	3-001-5-01-205	REIM MIELAGE KCCACONF HAYS	348.46		
68	STOP STICK	STOP STICK LTD	334637	103432 AP	05/26/2023	3-001-5-07-353	POLICE EQUIPMENT	4,650.00		
68	STOP STICK	STOP STICK LTD	334637	103432 AP	05/26/2023	3-001-5-07-353	POLICE EQUIPMENT	120.00		
								*** VENDOR	68 TOTAL	4,770.00
248	SUMMIT FOOD	ELIOR, INC	334638	103433 AP	05/26/2023	3-001-5-07-261	C74100 INMATE MEALS	5,619.64		
248	SUMMIT FOOD	ELIOR, INC	334638	103433 AP	05/26/2023	3-001-5-07-261	C74100 INMATE MEALS	5,644.02		
248	SUMMIT FOOD	ELIOR, INC	334638	103433 AP	05/26/2023	3-001-5-07-261	C74100 INMATE MEALS	5,728.46		
								*** VENDOR	248 TOTAL	16,992.12
22603	THOMPSON REIMB	TODD THOMPSON	334639	103434 AP	05/26/2023	3-001-5-11-211	REIM VL NDAA 2023 MISSOULA MT	906.40		
829	THOMSON REUTERS	THOMSON REUTERS - WEST	334640	103435 AP	05/26/2023	3-001-5-11-210	1000590171 WEST INFORMATION CH	845.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-01-302	APRIL POSTAGE	4.20		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-02-302	APRIL POSTAGE	9.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-03-302	MAY POSTAGE - CO TREASURER	23.60		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-04-302	REG OF DEEDS APRIL POSTAGE	1.80		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-05-302	APRIL POSTAGE EMS	752.96		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-06-302	APRIL POSTAGE P/Z	38.04		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-07-302	APRIL POSTAGE - SHERIFF	254.03		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-09-232	APRIL POSTAGE	31.27		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-11-302	CO ATTORNEY APRIL POSTAGE	665.14		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-14-302	APRIL POSTAGE	29.73		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-14-302	APPRAISER POSTAGE (AND CORRECT	1,519.62-		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-19-302	APRIL POSTAGE DIST COURT	1,761.85		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-28-302	APRIL POSTAGE HUMAN RESOURCES	45.69		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-41-302	APPRAISER POSTAGE (AND CORRECT	1,091.46		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-41-302	APPRAISER POSTAGE (AND CORRECT	1,519.62		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-49-302	APRIL POSTAGE	188.04		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-49-343	APRIL POSTAGE	497.64		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-001-5-53-301	APRIL POSTAGE	1.20		
								*** VENDOR	575 TOTAL	5,395.65
2	WATER DEPT	WATER DEPT	334550	103345 AP	05/25/2023	3-001-5-05-215	WATER SVC EMS 9103	55.67		
100	WITNESS LIST	C								
								*** VENDOR	100 TOTAL	324.41
								TOTAL FUND 001		167,020.77

---

4938	BUILDING & GROUNDS	BUILDING & GROUNDS	334558	103353 AP	05/26/2023	3-108-5-00-219	HEALTH DEPT APRIL SHARED BLDG	1,098.26	
------	--------------------	--------------------	--------	-----------	------------	----------------	-------------------------------	----------	--

warrants by vendor

START DATE: 05/20/2023 END DATE: 05/26/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	334558	103353 AP	05/26/2023	3-108-5-00-606	HEALTH DEPT APRIL SHARED BLDG	366.08	
							*** VENDOR		1,464.34
							4938 TOTAL		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-202	HEALTH DEPT: TNG, CONTRACTUAL, M	307.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-211	HEALTH DEPT: TNG, CONTRACTUAL, M	14.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-213	HEALTH DEPT: TNG, CONTRACTUAL, M	64.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-219	AT7T WIRELESS - HEALTH DEPT	164.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-219	HEALTH DEPT: TNG, CONTRACTUAL, M	270.15	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-280	HEALTH DEPT: TNG, CONTRACTUAL, M	1,682.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-301	HEALTH DEPT: TNG, CONTRACTUAL, M	610.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-380	HEALTH DEPT: TNG, CONTRACTUAL, M	677.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-381	HEALTH DEPT: TNG, CONTRACTUAL, M	98.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-601	MIDWEST MOBILE RADIO	75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-601	HEALTH DEPT: TNG, CONTRACTUAL, M	175.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-604	HEALTH DEPT: TNG, CONTRACTUAL, M	231.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-606	HEALTH DEPT: TNG, CONTRACTUAL, M	548.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-108-5-00-610	HEALTH DEPT: TNG, CONTRACTUAL, M	72.73	
							*** VENDOR		4,993.87
							648 TOTAL		
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	334560	103355 AP	05/26/2023	3-108-5-00-280	HEALTH DEPT MAY 2023	1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	334560	103355 AP	05/26/2023	3-108-5-00-280	HEALTH DEPT MAY 2023	300.00	
							*** VENDOR		1,500.00
							22543 TOTAL		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-108-5-00-302	HEALTH DEPTWIC APRIL POSTAGE	209.52	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-108-5-00-606	HEALTH DEPTWIC APRIL POSTAGE	114.60	
							*** VENDOR		324.12
							575 TOTAL		
							TOTAL FUND 108		8,282.33
-----									
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334562	103357 AP	05/26/2023	3-119-5-00-252	24896 REG OF DEEDS CONTRACT	115.00	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334562	103357 AP	05/26/2023	3-119-5-00-252	24896 REG OF DEEDS CONTRACT	115.00	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334562	103357 AP	05/26/2023	3-119-5-00-252	24896 REG OF DEEDS CONTRACT	115.00	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334562	103357 AP	05/26/2023	3-119-5-00-252	24896 REG OF DEEDS CONTRACT	115.00	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334562	103357 AP	05/26/2023	3-119-5-00-252	24896 REG OF DEEDS CONTRACT	115.00	
							*** VENDOR		575.00
							3998 TOTAL		
							TOTAL FUND 119		575.00
-----									
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-123-5-00-301	COMM CORR OFC SUPPLY,ADV BOARD	42.95	
							TOTAL FUND 123		42.95
-----									
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-126-5-00-223	COMM CORR CONF CHAIRS,JCAB MEE	2,304.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-126-5-00-705	COMM CORR BEHAVIORAL HEALTH AS	200.00	
							*** VENDOR		2,504.00
							648 TOTAL		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-126-5-00-321	APRIL POSTAGE ADT COMM CORR	42.33	
							TOTAL FUND 126		2,546.33
-----									
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-127-5-00-3	COMM CORR OFC SUPPLY,ADV BOARD	186.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-127-5-00-3	COMM CORR STAFF LUNCH,ADMIN PR	134.97	
							*** VENDOR		321.92
							648 TOTAL		
							TOTAL FUND 127		321.92
-----									
147	ACCENT SALES & SERVI	ACCENT SALES & SERVICE CO	334551	103346 AP	05/26/2023	3-133-5-00-207	5-56 ANNUAL OVERHEAD CRANE/HOI	583.00	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-215	5-37 4013-01993 UNIFORMS,SHOP	220.68	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-215	5-37 4013-01993 UNIFORMS,SHOP	223.80	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-215	5-37 4013-01993 UNIFORMS,SHOP	227.23	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-215	5-37 4013-01993 UNIFORMS,SHOP	194.25	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-312	5-37	4013-01993 UNIFORMS,SHOP	191.36	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-312	5-37	4013-01993 UNIFORMS,SHOP	192.77	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-312	5-37	4013-01993 UNIFORMS,SHOP	194.25	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-133-5-00-312	5-37	4013-01993 UNIFORMS,SHOP	227.23	
								*** VENDOR 4120 TOTAL		1,671.57
18634	AMERICAN E	AMERICAN EQUIPMENT CO	334555	103350 AP	05/26/2023	3-133-5-00-360	5-38	EMERGENCY STOP SWITCH	105.29	
5344	ASPHALT SA	ASPHALT SALES CO INC	334556	103351 AP	05/26/2023	3-133-5-00-362	5-39	3276 BM-24 ASPHALT/SEAL	17,144.46	
5344	ASPHALT SA	ASPHALT SALES CO INC	334556	103351 AP	05/26/2023	3-133-5-00-362	5-39	3276 BM-24 ASPHALT/SEAL	7,754.28	
5344	ASPHALT SA	ASPHALT SALES CO INC	334556	103351 AP	05/26/2023	3-133-5-00-362	5-57	3276 ASPHALT & SEAL	8,595.60	
								*** VENDOR 5344 TOTAL		33,494.34
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-201	5-36	GEORGE,NOLL,PW,URBAN:OFFC	379.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-201	5-36	GEORGE,NOLL,PW,URBAN:OFFC	15.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-201	5-52	HEIM,AREVALO,WILLIAMS PUB	1,020.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-203	5-36	GEORGE,NOLL,PW,URBAN:OFFC	35.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-207		MIDWEST MOBILE RADIO	395.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-210	5-9	AT&T MOBILITY NW/PW/COLE	669.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-210	5-9	AT&T MOBILITY NW/PW/COLE	105.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-214	5-36	GEORGE,NOLL,PW,URBAN:OFFC	571.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-301	5-36	GEORGE,NOLL,PW,URBAN:OFFC	717.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-301	5-36	GEORGE,NOLL,PW,URBAN:OFFC	368.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-309	5-52	HEIM,AREVALO,WILLIAMS PUB	355.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-310	5-52	HEIM,AREVALO,WILLIAMS PUB	21.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-311	5-52	HEIM,AREVALO,WILLIAMS PUB	198.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-312	5-52	HEIM,AREVALO,WILLIAMS PUB	179.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-312	5-52	HEIM,AREVALO,WILLIAMS PUB	429.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-325	5-52	HEIM,AREVALO,WILLIAMS PUB	28.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-326	5-52	HEIM,AREVALO,WILLIAMS PUB	237.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-360	5-52	HEIM,AREVALO,WILLIAMS PUB	3,910.35	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-360	5-52	HEIM,AREVALO,WILLIAMS PUB	369.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-364	5-36	GEORGE,NOLL,PW,URBAN:OFFC	125.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-364	5-52	HEIM,AREVALO,WILLIAMS PUB	1,115.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-365	5-52	HEIM,AREVALO,WILLIAMS PUB	670.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-133-5-00-365	5-52	HEIM,AREVALO,WILLIAMS PUB	491.97	
								*** VENDOR 648 TOTAL		12,413.59
475	DSG EQUIPMENT	DSG EQUIPMENT & SUPPLIES	334563	103358 AP	05/26/2023	3-133-5-00-207	5-58	SVC CALL - HOTSY PARTS	422.00	
70	FREESTATE ELECTRIC	FREESTATE ELECTRIC COOPERATIVE	334568	103363 AP	05/26/2023	3-133-5-00-251	5-54	REPAIR OVERHEAD LINES (IN	941.07	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-42	300467 ROCK	1,642.75	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-42	300467 ROCK	1,833.33	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-42	300467 ROCK	1,900.35	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-42	300467 ROCK	2,985.64	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-59	300467 ROCK	2,838.98	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-59	300467 ROCK	586.19	
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-133-5-00-361	5-59	300467 ROCK	3,742.08	
								*** VENDOR 434 TOTAL		15,529.32
145	HIMPEL HARDWARE	HIMPEL LUMBER	334574	103369 AP	05/26/2023	3-133-5-00-363	5-43	817 TREATED LUMBER	1,432.80	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-318	5-44	495 ASPHALT & SEAL, DUST	33,683.02	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-318	5-44	495 ASPHALT & SEAL, DUST	20,958.22	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-44	495 ASPHALT & SEAL, DUST	1,723.86	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-44	495 ASPHALT & SEAL, DUST	2,541.51	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-44	495 ASPHALT & SEAL, DUST	20,517.20	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-44	495 ASPHALT & SEAL, DUST	842.95	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-60	ACCT 495 ASPHALT/SEAL	16,879.15	



TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334613	103408 AP	05/26/2023	3-133-5-00-362	5-60 ACCT 495 ASPHALT/SEAL	19,463.81		
								*** VENDOR	1351 TOTAL	116,609.72
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	120.69		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	164.44		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	79.20		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	251.33		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	15.66		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	83.94		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	45.84		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	318.38		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	281.18		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	325.80		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	50.18		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	1,500.18		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	194.14		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-46 95988 SENSORS, VALVES, TUBE	837.29		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334616	103411 AP	05/26/2023	3-133-5-00-360	5-61 95988 AIR FILTER	214.47		
								*** VENDOR	232 TOTAL	4,482.72
2666	MISC REIMBURSEMENTS	BILL NOLL	334621	103416 AP	05/26/2023	3-133-5-00-201	REIM MILEAGE KCHA CONF-MANHATT	120.52		
2666	MISC REIMBURSEMENTS	JOE MCAFEE	334619	103414 AP	05/26/2023	3-133-5-00-209	5-45 REIMB PE LICENSE	71.75		
								*** VENDOR	2666 TOTAL	192.27
196	OLSSON	OLSSON, INC	334625	103420 AP	05/26/2023	3-133-5-00-213	5-55 PROJ 019-28310 PROF SVC	56.75		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334626	103421 AP	05/26/2023	3-133-5-00-309	5-47 1960724 TIRES	976.76		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334626	103421 AP	05/26/2023	3-133-5-00-309	5-62 1960724 TIRES	976.76		
								*** VENDOR	1123 TOTAL	1,953.52
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334627	103422 AP	05/26/2023	3-133-5-00-360	5-51 8052255000 EXHAUST CLAMPS	31.92		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334627	103422 AP	05/26/2023	3-133-5-00-360	5-51 8052255000 EXHAUST CLAMPS	132.22		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334627	103422 AP	05/26/2023	3-133-5-00-360	5-63 8052255000 SENSOR, SWITCH	877.21		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334627	103422 AP	05/26/2023	3-133-5-00-360	5-63 8052255000 SENSOR, SWITCH	164.67		
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334627	103422 AP	05/26/2023	3-133-5-00-360	5-63 8052255000 SENSOR, SWITCH	31.05		
								*** VENDOR	418 TOTAL	1,237.07
7098	QUILL CORP	QUILL CORP	334629	103424 AP	05/26/2023	3-133-5-00-312	5-48 7295538 SHOP SUPPLIES	485.60		
668	TIREHUB	TIREHUB INC	334641	103436 AP	05/26/2023	3-133-5-00-309	5-64 407362 TIRES	517.44		
668	TIREHUB	TIREHUB INC	334641	103436 AP	05/26/2023	3-133-5-00-309	5-64 407362 TIRES	462.04		
								*** VENDOR	668 TOTAL	979.48
22972	TRANSFER STATION	TRANSFER STATION	334642	103437 AP	05/26/2023	3-133-5-00-214	5-49 656 PUBLIC WORKS - CONSTR	119.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-133-5-00-301	5-50 APRIL POSTAGE PUBLIC WORK	44.36		
774	VAN KEPPEL	G W VAN KEPPEL	334644	103439 AP	05/26/2023	3-133-5-00-360	5-41 BP0005100 90 DEGREE HARNE	445.44		
								TOTAL FUND 133		193,198.91
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-136-5-00-237	COMM CORR JCAB	239.18		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-136-5-00-3	COMM CORR CONF CHAIRS, JCAB MEE	525.00		
								*** VENDOR	648 TOTAL	764.18
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-136-5-00-321	APRIL POSTAGE JUV COMM CORR	2.40		
								TOTAL FUND 136		766.58
-----										
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-137-5-00-203	5-8 4013-01993 UNIFORM RENTALS	100.74		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-137-5-00-203	5-8 4013-01993 UNIFORM RENTALS	100.74		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-137-5-00-203	5-8 4013-01993 UNIFORM RENTALS	100.74		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334552	103347 AP	05/26/2023	3-137-5-00-203	5-8 4013-01993 UNIFORM RENTALS	100.74		
								*** VENDOR	4120 TOTAL	402.96
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-137-5-00-320	5-12 LOCAL SVC AREVALO, WILLIAM	826.91		

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-137-5-00-320	5-12 LOCAL SVC AREVALO,WILLIAM	1,724.86		
							*** VENDOR		648 TOTAL	2,551.77
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	334564	103359 AP	05/26/2023	3-137-5-00-320	5-9 48309 CASE V-BELT	163.52		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-10 300467 ROCK	2,299.36		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-10 300467 ROCK	3,099.35		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-10 300467 ROCK	2,202.82		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-10 300467 ROCK	2,859.82		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-13 300467 ROCK	7,776.94		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-13 300467 ROCK	2,507.66		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-13 300467 ROCK	5,972.49		
434	HAMM QUARR	HAMM QUARRIES	334573	103368 AP	05/26/2023	3-137-5-00-312	5-13 300467 ROCK	172.11		
							*** VENDOR		434 TOTAL	26,890.55
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334575	103370 AP	05/26/2023	3-137-5-00-312	5-11 218331 ROCK	1,183.22		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334575	103370 AP	05/26/2023	3-137-5-00-312	5-11 218331 ROCK	944.48		
							*** VENDOR		369 TOTAL	2,127.70
							TOTAL FUND 137			32,136.50
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-2	REINDL,MTG EXP,VOL REC,PET FOO	379.27		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-2	COA:VOL,L&L,C1,PET FOOD,VET BI	139.52		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-2	DEAN:TNG,EVENTS,PET FOOD,VET B	329.53		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-3	REINDL,MTG EXP,VOL REC,PET FOO	70.49		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-3	COA:VOL,L&L,C1,PET FOOD,VET BI	135.76		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-3	DEAN:TNG,EVENTS,PET FOOD,VET B	517.87		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-144-5-00-3	STRANGE:PET FOOD	997.44		
							*** VENDOR		648 TOTAL	2,569.88
							TOTAL FUND 144			2,569.88
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-202	DEAN:TNG,EVENTS,PET FOOD,VET B	59.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-209	COA:VOL,L&L,C1,PET FOOD,VET BI	110.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-210	ROSS:BACKGROUND CHECKS	80.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-211	COA:VOL,L&L,C1,PET FOOD,VET BI	443.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-211	DEAN:TNG,EVENTS,PET FOOD,VET B	90.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-213	HARMON:VEH MAINT,L&L C1,MEMORI	337.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-213	TUTTLE:COA VEH MAINT	163.19		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-246	COA:VOL,L&L,C1,PET FOOD,VET BI	33.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-252	REINDL,MTG EXP,VOL REC,PET FOO	52.87		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-253	REINDL,MTG EXP,VOL REC,PET FOO	27.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-253	COA:VOL,L&L,C1,PET FOOD,VET BI	595.46		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-253	HERZOG:COA VOLUNTEER RECOGNITI	147.32		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-301	GATES:OFFICE SUPPLIES, VINGTAG	48.46		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-305	COA:VOL,L&L,C1,PET FOOD,VET BI	86.43		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-345	HARMON:VEH MAINT,L&L C1,MEMORI	134.67		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-345	COA:VOL,L&L,C1,PET FOOD,VET BI	28.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-750	HARMON:VEH MAINT,L&L C1,MEMORI	307.41		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-750	COA:VOL,L&L,C1,PET FOOD,VET BI	490.62		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-00-750	KIEFER:LEISURE & LEARNING	216.66		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-05-202	COA:VOL,L&L,C1,PET FOOD,VET BI	12.40		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-05-301	HARMON:VEH MAINT,L&L C1,MEMORI	50.02		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-05-301	COA:VOL,L&L,C1,PET FOOD,VET BI	10.44		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-07-202	COA:VOL,L&L,C1,PET FOOD,VET BI	1.91		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-07-302	HARMON:VEH MAINT,L&L C1,MEMORI	7.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-145-5-07-302	COA:VOL,L&L,C1,PET FOOD,VET BI	1.61		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
							*** VENDOR	648 TOTAL	3,537.82	
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-00-345	3COMP TRASY/OZCUPS/FILM (COA)	2,572.46		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-00-345	3COMP TRASY/OZCUPS/FILM (COA)	6,236.89		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-05-301	3COMP TRASY/OZCUPS/FILM (COA)	955.49		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-06-301	3COMP TRASY/OZCUPS/FILM (COA)	1,417.48		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-06-321	3COMP TRASY/OZCUPS/FILM (COA)	944.99		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-07-302	3COMP TRASY/OZCUPS/FILM (COA)	147.00		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	334624	103419 AP	05/26/2023	3-145-5-07-321	3COMP TRASY/OZCUPS/FILM (COA)	850.49		
							*** VENDOR	345 TOTAL	13,124.80	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-145-5-00-302	APRIL POSTAGE CO ON AGING	254.34		
							TOTAL FUND 145		16,916.96	
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-146-5-00-301	CO TREAS SPEC:OFFICE SUPPLY LI	423.74		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-146-5-00-301	CO TREAS SPEC:OFFICE SUPPLY LI	622.48		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-146-5-00-301	CO TREAS SPEC:OFFICE SUPPLY LI	465.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-146-5-00-301	CO TREAS SPEC:OFFICE SUPPLY LI	97.98		
							*** VENDOR	648 TOTAL	1,610.18	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-146-5-00-302	APRIL POSTAGE - CO TREAS SPECI	2,246.30		
							TOTAL FUND 146		3,856.48	
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-147-5-00-3	HARMON:VEH MAINT,L&L C1,MEMORI	163.15		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-147-5-00-3	GATES:OFFICE SUPPLIES, VINGTAG	298.00		
							*** VENDOR	648 TOTAL	461.15	
							TOTAL FUND 147		461.15	
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-160-5-00-203	SALDIVAR:PPE,DUES,OFFICE SUPPL	100.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-160-5-00-213	ANDERSON:PPE, MAINT @SOLID WAS	114.86		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-160-5-00-301	SALDIVAR:PPE,DUES,OFFICE SUPPL	1,086.91		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-160-5-00-305	ANDERSON:PPE, MAINT @SOLID WAS	93.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-160-5-00-305	SALDIVAR:PPE,DUES,OFFICE SUPPL	196.50		
							*** VENDOR	648 TOTAL	1,592.23	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334626	103421 AP	05/26/2023	3-160-5-00-213	UNIT 628 FOAM FILLED TIRES	2,308.57		
22802	SETCO	SETCO	334633	103428 AP	05/26/2023	3-160-5-00-213	CUTTING EDGE FOR BACKHOES UNIT	1,381.70		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	334643	103438 AP	05/26/2023	3-160-5-00-201	APRIL POSTAGE SOLID WASTE	26.40		
							TOTAL FUND 160		5,308.90	
-----										
615	KIMLEY-HORN	KIMLEY-HORN & ASSOCIATES, INC	334469	1697 AP	05/22/2023	3-171-5-07-201	5-4 REGIONAL TRANSP STUDY 2682	48,100.00		
196	OLSSON	OLSSON, INC	334653	1698 AP	05/25/2023	3-171-5-05-201	5-5 019-28310 PROF SVC TO 5.6.	10,291.50		
							TOTAL FUND 171		58,391.50	
-----										
86	EVERGY	EVERGY KANSAS CENTRAL INC	334475	103285 AP	05/23/2023	3-195-5-00-290	ELEC SVC COMMUNITY CORRECTIONS	343.89		
							TOTAL FUND 195		343.89	
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-196-5-00-201	REDWOOD TOXICOLOGY LABORATORY	1,039.50		
							TOTAL FUND 196		1,039.50	
-----										
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-212-5-00-2	FARR: BLDG MAINT-CUSHING, SD#2	99.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-212-5-00-2	SPEC BLDG:CTHS,SD#2,JC,CUSHING	630.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334496	103291 AP	05/25/2023	3-212-5-00-2	JCI INDUSTRIES - METRO AVE LIF	842.00		
							*** VENDOR	648 TOTAL	1,571.98	
							TOTAL FUND 212		1,571.98	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	334474	103284 AP	05/23/2023	3-220-5-09-400	5-2 SETUP PLANS SPECS/BRIDGE E	94.00	
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	334567	103362 AP	05/26/2023	3-220-5-09-400	5-1 BR E-48 BASIC SVCS -FINAL	26,300.00	
							TOTAL FUND 220		26,394.00
-----									
2570	BOND ESCROW REFUND	CHEVY & CAROLYNA HONEYCUTT	334557	103352 AP	05/26/2023	3-503-5-00-2	5-4 REFUND ENTRANCE PERMIT 207	100.00	
							TOTAL FUND 503		100.00
-----									
268	GEN DIGITAL	GEN DIGITAL, INC.	334571	103366 AP	05/26/2023	3-510-2-00-941	1247233 MAY PREMIUMS	1,630.97	
							TOTAL FUND 510		1,630.97
-----									
							TOTAL ALL CHECKS		523,476.50

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	167,020.77
108	COUNTY HEALTH	8,282.33
119	ROD TECHNOLOGY	575.00
123	JUVENILE CRIME PREVENTION	42.95
126	COMM CORR ADULT	2,546.33
127	COMM CORR ADULT NON GRANT	321.92
133	ROAD & BRIDGE	193,198.91
136	COMM CORR JUVENILE	766.58
137	LOCAL SERVICE ROAD & BRIDGE	32,136.50
144	PALS (PETS AND LOVING SENIORS	2,569.88
145	COUNCIL ON AGING	16,916.96
146	COUNTY TREASURER SPECIAL	3,856.48
147	MEMORIALS (COA)	461.15
160	SOLID WASTE MANAGEMENT	5,308.90
171	S TAX CAP RD PROJ: BONDS	58,391.50
195	JUVENILE DETENTION	343.89
196	DRUG TEST & SUPERVISION FEES	1,039.50
212	SEWER DISTRICT 2: TIMBERLAKES	1,571.98
220	CAP IMPR: RD & BRIDGE	26,394.00
503	ROAD & BRIDGE BOND ESCROW	100.00
510	PAYROLL CLEARING	1,630.97
	TOTAL ALL FUNDS	523,476.50

**Consent Agenda for 5/31/2023**  
**Checks dated 5/20-5/26**

---

---

# Leavenworth County Request for Board Action

**Date:** May 26, 2023

**To:** Board of County Commissioners

**From:** David Van Parys, Senior County Counselor

**Department Head Approval:**

**Additional Reviews as needed:**

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

---

---

**Action Requested:** Conduct a public hearing and consider the proposed resolution.

**Recommendation:** Approval

**Analysis:** This is a resolution that sets forth the Board of County Commissioners intent to take the final required statutory steps regarding the formation of Leavenworth County Fire District 2. The District is expected to encompass the boundaries of the Reno and Sherman Townships, including the City of Linwood but excluding the portion of Sherman Township within the city limits of De Soto, Kansas.

This Resolution is provided subject to the public's ability to provide comment on the advisability of the proposed Fire District No. 2 at the May 31, 2023 public hearing and will be modified accordingly should the Board of County Commissioners determine following the hearing that any alterations to the proposed boundaries of Fire District No. 2 should be made.

**Alternatives:** Table, Deny or Approve with or without boundary modifications.

**Budgetary Impact:**

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

**Total Amount Requested:** Incidental publication costs

**Additional Attachments:**

Resolution  
Map

PUBLICATION: \_\_\_\_\_

RESOLUTION NO. 2023-10

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH, KANSAS FORMING LEAVENWORTH COUNTY FIRE DISTRICT NO. 2 AND ORGANIZING, NAMING AND DECLARING THE BOUNDARIES OF FIRE DISTRICT NO.2.**

WHEREAS, the Board of County Commissioners is committed to providing adequate fire-fighting resources using a fiscally responsible approach that meets the needs of the citizens of the County; and

WHEREAS, K.S.A. section 19-3601 authorizes and empowers a Board of County Commissioners to organize one or more fire districts and to include within the fire district a city of the third class, pursuant to procedures set forth in statute; and

WHEREAS, the Boards of both Reno Township and Sherman Township, as well as the City Council of the City of Linwood, Kansas, have requested and proposed the formation of a new Leavenworth County Fire District, to be known as Fire District No. 2, County of Leavenworth, Kansas (“Fire District No. 2”), to efficiently provide fire-protection services to the areas encompassed by those entities; and

WHEREAS, on May 3, 2023, the Board of County Commissioners of Leavenworth County, Kansas adopted resolution No. 23-09, stating that it is advisable in the public interest that a new Fire District No. 2 be formed in Leavenworth County for the protection of lives and property from the hazards of fire, and describing the limits and boundaries of the proposed Fire District No. 2, County of Leavenworth, Kansas, as coextensive with the boundaries of Reno and Sherman Townships, and the City of Linwood, Kansas, excluding the portion of Sherman Township that is encompassed within the city limits of De Soto, Kansas; and

WHEREAS, pursuant to K.S.A. 19-3602, said Resolution No. 23-09 was published on May 6, 13 and 20, 2023 in the official county paper, the *Leavenworth Times*, in connection with a map showing the territory of the proposed Fire District No. 2; and

WHEREAS the publication of Resolution No. 23-09 was accompanied by a notice that a public hearing on the advisability of organizing said Fire District No. 2 would be held at 9:00 a.m. on May 31, 2023 at the Leavenworth County courthouse in the offices of the Board of County Commissioners, 300 Walnut, Suite 225, Leavenworth, Kansas.

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

1. That Fire District No. 2, County of Leavenworth, Kansas is hereby organized.
2. That the organization and formation of Fire District No. 2, County of Leavenworth, Kansas is advisable in the public interest for protection of lives and property from the hazards of fire.
3. That the boundaries of said Fire District No. 2, as finally determined, shall be coextensive with the boundaries of Reno and Sherman Townships, and the City of Linwood, Kansas, excluding the portion of Sherman Township that is, as of the date of this Resolution, encompassed within the city limits of De Soto, Kansas.
4. That, pursuant to K.S.A. 19-3612a, it is in the best interests of Leavenworth County to place the supervision and operation of Fire District No. 2 under a fire district board of trustees and, upon formation of said Fire District No. 2, the Board of County Commissioners shall, pursuant to interlocal agreement as authorized by K.S.A. 19-3612a, delegate its authority to appoint said board of trustees to a Joint Board consisting of the governing bodies of Reno and Sherman Township Boards and the City of Linwood, and to delegate to such board of trustees all of the powers of this Board of County Commissioners with regard to the supervision and operation of said Fire District No. 2 to the fullest extent allowed by statute.
5. That, upon formation of said Fire District No. 2, the Board of County Commissioners shall, pursuant to an interlocal agreement and as authorized by K.S.A. 19-3612a, delegate the powers and duties of the County Clerk and County Treasurer with regards to the secretary and treasurer position with said board of trustees, to persons deemed qualified and appointed by the Joint Board referenced herein to serve as such subject to requirements set out by state law.
6. That it is the intent of the parties to the proposed Interlocal Agreement that the Fire District 2 Board of Trustees levy a tax not to exceed 5.7 mills as a baseline of funding for the operations of Fire District No. 2; provided, however, that Reno and Sherman Townships will not separately levy any tax for purposes of fire protection that would be duplicative of, or in addition to, the Fire District No. 2 mill levy.
7. That a public hearing on the advisability of organizing Fire District No. 2 was held at 9:00 a.m. May 31, 2023, after adequate notice pursuant to K.S.A. 19-3602, at the Leavenworth County courthouse in the offices of the board of county commissioners, 300 Walnut, Suite 225, Leavenworth, Kansas, following publication of this resolution and a map of the proposed boundaries pursuant to statute.



8. That this Resolution shall be published once in the official County paper, the *Leavenworth Times*, which publication shall finally and fully accomplish the legal organization of Fire District No. 2, County of Leavenworth, Kansas.

Staff is authorized and directed to prepare and publish the statutory notices and prepare all other necessary and appropriate documentation to accomplish the formation of said Fire District No. 2, County of Leavenworth, KS, as described above.

ADOPTED the 31st day of May, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF LEAVENWORTH COUNTY, KANSAS

---

VICKY KAAZ, CHAIR

---

JEFF CULBERTSON, MEMBER

---

MIKE SMITH, MEMBER

---

DOUG SMITH, MEMBER

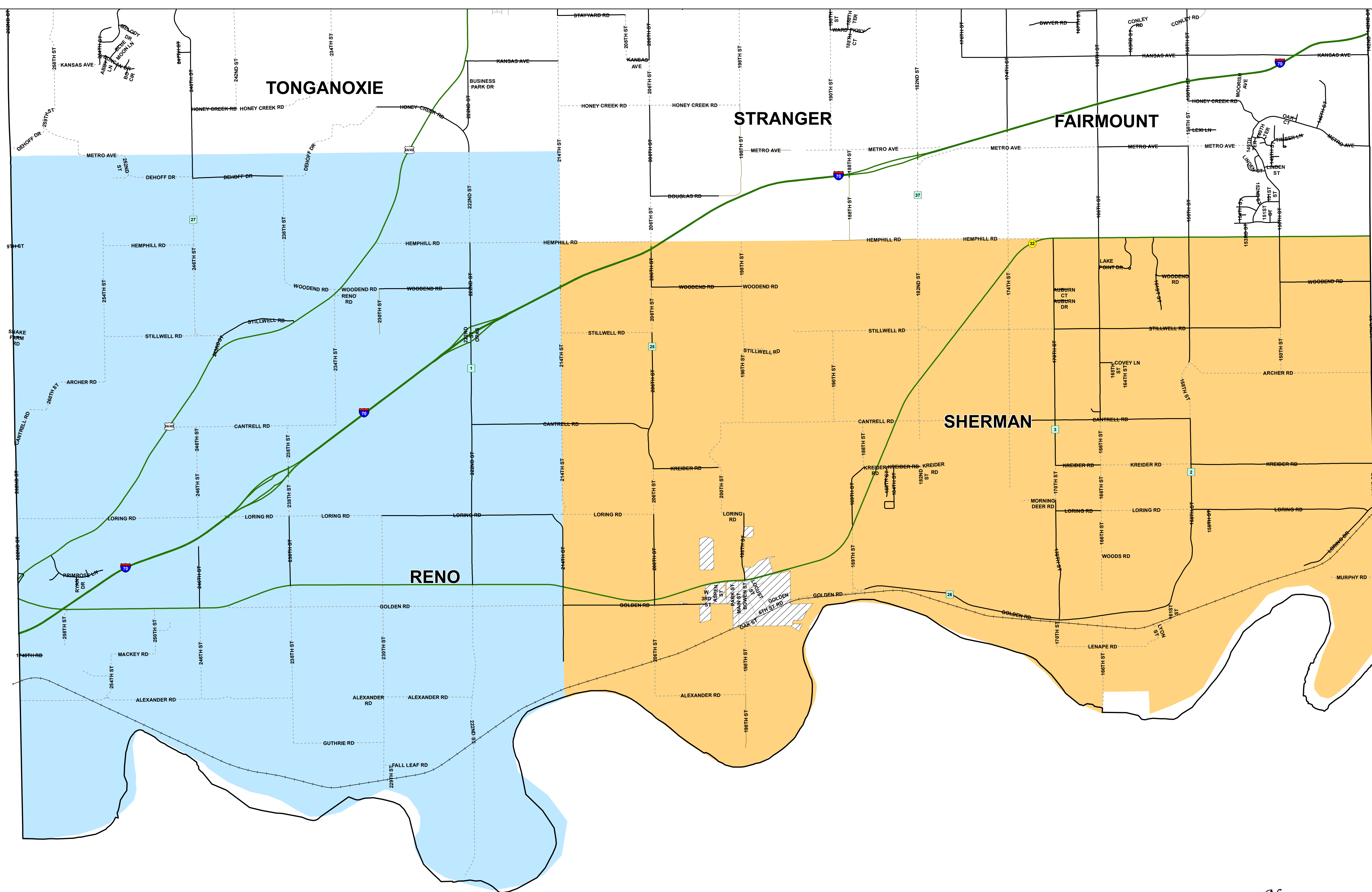
---

MIKE STIEBEN, MEMBER

ATTEST:

---

JANET KLASINSKI, CLERK



Disclaimer: Map is projected in real world coordinates.  
 However, it is not intended for legal purposes.  
 Accuracy can not be guaranteed.



**Legend**

- Railroads
- Linwood
- TOWNSHIP**
- RENO
- SHERMAN

# Leavenworth County Request for Board Action

**Date:** May 26, 2023

**To:** Board of County Commissioners

**From:** David Van Parys, Senior County Counselor

**Department Head Approval:**

**Additional Reviews as needed:**

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

---

---

**Action Requested:** Consideration of an interlocal agreement pertaining to the establishment of a joint board, a Fire District Board of Trustees, and the funding and operation of Leavenworth County Fire District 2.

**Recommendation:** Approval of the interlocal agreement and authorizing the Chairperson to sign the interlocal agreement on behalf of the Leavenworth Board of County Commissioners.

**Analysis:** A proposed interlocal agreement between the Board of County Commissioners of Leavenworth County, Reno Township, Sherman Township and the City of Linwood is attached. The interlocal agreement sets out the intent of the parties regarding the appointment of a joint board to appoint members to serve on the Fire District No. 2 Board of Trustees, the management, operation and funding of Fire District No. 2 by the Board of Trustees and the intent of the Board of Trustees to levy a tax not to exceed 5.7 mills as a baseline for funding for Fire District No. 2 operations.

**Alternatives:** Table, Deny or Approve

**Budgetary Impact:**

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

**Total Amount Requested:** Incidental publication costs

**Additional Attachments:**

Proposed Interlocal Agreement

**AN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF A JOINT BOARD,  
A FIRE DISTRICT BOARD OF TRUSTEES AND THE FUNDING AND OPERATION  
OF FIRE DISTRICT NO. 2, COUNTY OF LEAVENWORTH, KANSAS**

COME NOW THE PARTIES TO THIS INTERLOCAL AGREEMENT: the Board of County Commissioners of Leavenworth County, Kansas, hereinafter, "County Commissioners" or "Board of County Commissioners,"; Reno Township, Leavenworth County, Kansas, hereinafter "Reno Township"; Sherman Township, Leavenworth County, Kansas, hereinafter "Sherman Township" and the City of Linwood, Leavenworth County, Kansas, hereinafter "City of Linwood." The aforementioned parties recite and agree to the following:

**1. AUTHORITY**

This agreement is entered into pursuant to the provisions of K.S.A. 12-2904 and amendments thereto.

**2. TERM**

The term of this agreement shall be for an initial period of 25 years from the date of execution. Execution of this agreement shall be accomplished by the signing of this agreement by all parties. Date of execution will be the date the last signature is inscribed on this agreement. Upon the expiration of the initial term of this agreement the agreement shall automatically renew for three succeeding 25-year terms unless terminated by any party using the procedure provided for in this agreement.

**3. PURPOSE AND NAME**

That the purpose of this agreement is to provide for the operation and funding of a Fire District to be formed in the County of Leavenworth pursuant to the provisions of K.S.A. 19-3601 et seq. The name of the Fire District shall be "Fire District No. 2, County of Leavenworth, Kansas," hereinafter, "Fire District 2" or the "Fire District."

**4. AREA OF SERVICE**

The Fire District 2 shall encompass and service the area within the boundaries of Reno Township and Sherman Township, inclusive of the City of Linwood but excluding the portion of Sherman Township that is encompassed within the city limits of De Soto, Kansas as of May 31, 2023, all located in Leavenworth County, Kansas.

**5. APPOINTMENT OF JOINT BOARD TO NAME FIRE DISTRICT 2 BOARD OF TRUSTEES**

The Board of County Commissioners, pursuant to K.S.A. 19-3612a and amendments thereto, agrees to delegate its authority to appoint the members of the Fire

District 2 Board of Trustees to a Joint Board consisting of the governing bodies of Reno Township, Sherman Township, and the City of Linwood (hereinafter “Joint Board.”) The Joint Board shall have the authority to appoint a seven-member Fire District 2 Board of Trustees (“Board of Trustees”) as follows: 3 members shall be appointed by Reno Township Board from among its duly elected or appointed members; 3 members shall be appointed by Sherman Township Board from among its duly elected or appointed members; and 1 member shall be appointed by Linwood City Council from among its duly elected or appointed members.

The length of term to be served by a Fire District 2 Board of Trustees member shall be coextensive with that member’s term as an elected or appointed member of the respective governing body.

**6. FIRE DISTRICT GOVERNING BOARD**

The Fire District 2 Board of Trustees, as duly appointed pursuant to the procedures set out above, shall be granted all powers vested in the Board of County Commissioners pursuant to K.S.A. 19-3601 et seq. and amendments thereto, to the fullest extent contemplated by K.S.A. 19-3612a, with regard to management, operation, funding and governance of the affairs of Fire District 2. Pursuant to K.S.A. 19-3601, the Board of County Commissioners shall and is hereby delegating the powers and duties of the County Clerk and County Treasurer with regards to the secretary and treasurer position with the Fire District Board of Trustees, to person it deems qualified to serve as such. The secretary and treasurer of the Fire District 2 Board of Trustees shall execute a good and sufficient surety bond issued by a surety company authorized to do business in Kansas in an amount fixed by the Fire District 2 Board of Trustees which shall not be less than the amount of money such person or persons will be responsible for at any one time. Said bond shall be reviewed annually, and if necessary, adjusted by the Fire District 2 Board of Trustees.

a. Qualifications

Any appointee to the Fire District 2 Board of Trustees must be a duly elected or appointed member of the elected bodies constituting the Joint Board (Sherman and Reno Township boards; Linwood City Council).

b. Ex Officio member

The Fire Chief of Fire District 2 shall serve as a non-voting advisor to the Fire District 2 Board of Trustees.

c. Quorum

A quorum of the Fire District 2 Board of Trustees shall consist of four members.

d. Voting Requirements

## Fire District No. 2 Interlocal Agreement

Conducting official business of/by the Fire District 2 Board of Trustees shall require a quorum present. Attendance via Zoom, telephone or other electronic means shall constitute presence, to the maximum extent allowed by the Kansas Open Meetings Act.

A simple majority of a quorum is required for approval or disapproval of official business of the Fire District 2 Board of Trustees, unless such action is otherwise limited herein.

### e. Special Voting Requirements

A vote by five members of the seven-member Fire District 2 Board of Trustees shall be required prior to any of the following acts being undertaken by the Board of Trustees:

1. Levy of taxes, subject to paragraph 7 below.
2. Entry into contracts for property or services in excess of \$5,000, or such other amount as may be deemed appropriate by a five-member majority of the Fire District 2 Board of Trustees.
3. Acquisition or disposition of real property.
4. Issuance of any bonds, including general obligation bonds and no-fund warrants.
5. Entry into any lease purchase agreement.
6. Creation of any indebtedness on the part of Fire District 2.
7. Expenditure of Fire District 2 funds in excess of \$5,000, or such other amount as may be deemed appropriate by a five-member majority of the Fire District 2 Board of Trustees.
8. Execution of any agreement with any entity other than the parties to this agreement for fire protection services.
9. The establishment of any permanent employee positions with Fire District 2, including any that may be filled by prior Township employees.
10. The hiring and/or termination of any permanent employee of Fire District 2, including any prior Township employees.
11. Establishment of salaries and other employment benefits to compensate Fire District 2 employees.
12. The adoption or modification of the operational policies and bylaws of Fire District 2.
13. Exercise of eminent domain.

### f. Representation of Entire Fire District No. 2

Each member of the Fire District 2 Board of Trustees so appointed shall represent the whole of the District and shall act in the best interests of the entire Fire District.

### g. Vacancies on the Fire District Board of Trustees

In the event a vacancy occurs on the Fire District 2 Board of Trustees, the entity that appointed the Board member causing the vacancy shall within thirty (30) days, convene and appoint a new member in accordance with the terms of this agreement.

h. Creation and Adoption of Bylaws

Within thirty (30) days of the establishment of the Fire District 2 Board of Trustees, the members shall meet to establish bylaws for the Fire District, which shall include provisions for Officers from among the Board of Trustees' membership, including a Treasurer as described herein.

**7. FUNDING**

It is the intent of the parties to this agreement, by and through the Fire District 2 Board of Trustees, to levy a tax not to exceed 5.7 mills to fund the Fire District 2 as a baseline of funding, pursuant to K.S.A. 19-3612d. Provided, however, that Reno and Sherman Townships will not separately levy any tax for purposes of fire protection that would be duplicative of, or in addition to, the Fire District 2 mill levy.

Public notice of the proposed Fire District 2 mill levy has been published in the Board of County Commissioners' resolution proposing the formation of Fire District 2, pursuant to K.S.A. 19-3602 and 19-3612d.

Subject to the foregoing paragraphs, the ongoing operation of the Fire District from year to year shall be funded through the provisions of K.S.A. 19-3601 et seq., including K.S.A. 19-3610; through any additional contributions to the Fire District by any of the parties to the agreement; and through any other method provided for by law. A Treasurer for the Fire District shall maintain the financial records of the Fire District and assist the Fire District 2 Board of Trustees in the preparation of the budget for the Fire District. The budget shall be submitted and approved pursuant to K.S.A. 19-3606.

**8. TITLE TO PROPERTY**

a. Title in name of Fire District.

On or after January 1, 2024 any equipment, vehicle, building, personalty or real property acquired by the Fire District, by purchase, contribution or otherwise, except as otherwise provided below, shall be owned solely by the Fire District.

b. Lease by Fire District

Reno and Sherman Townships agree to lease to the Fire District 2 Board of Trustees, for use by the Fire District 2, the buildings, equipment and vehicles previously utilized by the Township Fire Departments, for the duration of this agreement, on such terms as may be set by the Fire District 2 Board of Trustees. The Fire District 2 Board of Trustees may also elect to purchase property belonging to the Townships as the Board deems appropriate, subject to paragraph 6(e).

In addition, the Fire District 2 Board of Trustees shall be responsible, during the term of this agreement, for the payment of any debt service on the equipment, buildings and vehicles so leased and shall adequately insure and maintain such equipment, buildings and vehicles. In the event that any leased equipment, building or vehicle is damaged or destroyed the insurance proceeds shall first be applied to any repairs, where appropriate, then to the payment of any outstanding debt attributable to the item; any remaining proceeds shall become the property of the Fire District.

c. Inventory

Upon entry into this agreement, an inventory of items owned by the parties and leased to the Fire District shall be conducted by the Fire District 2 Board of Trustees and a copy of such inventory shall be provided to each of the parties. An inventory shall be undertaken each year on the 31<sup>st</sup> day of December by the Fire District, as to items which belong to Reno Township or Sherman Township, and those which have been purchased by the Fire District. Copies of the annual inventories shall be distributed to the parties and maintained by the Fire District 2 Board of Trustees.

**9. INSURANCE**

- a. For purposes of this Agreement, to the extent permitted by law and without waiving any of the immunities set out under K.S.A. 75-6101 cited as the Kansas Tort Claims Act , the Fire District 2 agrees to indemnify and hold harmless the Board of County Commissioners, Reno and Sherman Township Boards, the Linwood City Council, their respective individual members, and each individual member of the Fire District Board of Trustees, from any and all liability, of any character whatsoever resulting in any claim or cause of action arising out of any action or failure to act, by Fire District 2 personnel during the performance of fire-protection service or the failure to perform any fire-protection services.
- b. It is agreed that the Fire District 2 Board of Trustees shall maintain liability insurance at all times in an amount determined by the Fire District Board of Trustees to sufficiently protect the Fire District.
- c. The Fire District 2 Board of Trustees shall maintain sufficient insurance on property, both real and personal, utilized by the Fire District to protect such property against loss, theft or damage.

**10. TERMINATION**



## Fire District No. 2 Interlocal Agreement

- a. Upon petition pursuant to K.S.A. 19-3604, the Board of County Commissioners may disorganize the Fire District at any time after 4 years from the date of publication of the final resolution for the first organization of the Fire District.

- b. Notice

Upon the expiration of the initial 25-year term set forth in paragraph 2 of this agreement, or at the expiration of any subsequent 25-year term, any party may terminate this agreement by providing to the other parties written notice of its intention to terminate the agreement. Such notice shall not be effective unless received by the other parties not less than eighteen (18) months prior to expiration of the 25-year term.

- c. Disposition of Property

In the event of the termination of this agreement by any Party or the disorganization of the Fire District upon petition pursuant to K.S.A. 19-3604, the property utilized and or owned by the Fire District shall be disposed of as follows:

1. Any real or personal property being leased to the Fire District by either Reno or Sherman Township shall be returned to the leasing Township at the expiration of the agreement's term.
2. All other assets of the Fire District shall be apportioned between Sherman Township and Reno Township based upon the assessed valuation of each Township as compared to the assessed valuation of the Fire District as a whole. In so apportioning the assets, the parties shall utilize accepted accounting and depreciation practices to value the assets of the Fire District and shall attempt to reach an agreement as to the value and apportionment of the assets of the Fire District. The Fire District 2 Board of Trustees may use any other method of apportionment that is agreed upon by a 5-member majority of the Fire District 2 Board of Trustees. In the event that no agreement can be reached, the parties shall submit to binding arbitration on the matter through the American Arbitration Association, with each Township to bear its own costs of such arbitration.

- d. Apportionment of Liabilities

In the event that there exists any liability of the Fire District at the time of the termination of this agreement, Reno Township and Sherman Township shall jointly be responsible for the discharge of that liability. In determining each party's respective obligation in discharging said liability, each party shall contribute toward the discharge of the liability of the Fire District based upon a

comparison of the assessed valuation of each Township compared to the assessed valuation of the Fire District as a whole, or based on such other method as may be agreed upon by a 5-member majority of the Fire District 2 Board of Trustees.

**11. LEGAL SERVICES**

The Fire District No. 2 Board of Trustees may hire and retain an attorney, or attorneys, to represent the legal interest of the Fire District. No attorney representing a party to this agreement shall serve as the attorney for the Fire District without written waiver and consent of the parties and the Fire District.

**12. ASSUMPTION OF EXISTING FIRE PROTECTION AGREEMENT**

The parties agree that all agreements of Reno or Sherman Township regarding fire protection, existing at the time of entry into this agreement and binding upon any party to this agreement, shall be assumed and honored by the Fire District.

**13. MODIFICATION**

This Agreement may be modified by the parties only through the adoption and execution of a subsequent interlocal agreement signed by all parties to this agreement. Should the Office of the Attorney General require any modifications to this Agreement as a condition of approval, the Parties will work in good faith to revise this Agreement accordingly and will proceed with the organization of the Fire District 2 until any such requested modifications have been resolved.

**14. SEVERABILITY OF AGREEMENT**

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the agreement shall not be affected thereby and each other term and provisions of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**15. CHOICE OF LAW**

Any dispute arising from this agreement shall be governed by the laws of the State of Kansas.

**SIGNATURE PAGES FOLLOW**

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE RENO TOWNSHIP, LEAVENWORTH COUNTY, KANSAS

---

ATTEST:

---

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE SHERMAN TOWNSHIP, LEAVENWORTH COUNTY, KANSAS

---

ATTEST:

---

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE CITY OF LINWOOD, LEAVENWORTH COUNTY, KANSAS

---

ATTEST:

---

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE BOARD OF LEAVENWORTH COUNTY COMMISSIONERS

\_\_\_\_\_  
VICKY KAAZ, 2ND DISTR, CHAIRPERSON

ATTEST:

\_\_\_\_\_  
JANET KLASINSKI, CLERK

Fire District No. 2 Interlocal Agreement

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF KANSAS

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_

**AN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF A JOINT BOARD,  
A FIRE DISTRICT BOARD OF TRUSTEES AND THE FUNDING AND OPERATION  
OF FIRE DISTRICT NO. 2, COUNTY OF LEAVENWORTH, KANSAS**

COME NOW THE PARTIES TO THIS INTERLOCAL AGREEMENT: the Board of County Commissioners of Leavenworth County, Kansas, hereinafter, "County Commissioners" or "Board of County Commissioners,"; Reno Township, Leavenworth County, Kansas, hereinafter "Reno Township"; Sherman Township, Leavenworth County, Kansas, hereinafter "Sherman Township" and the City of Linwood, Leavenworth County, Kansas, hereinafter "City of Linwood." The aforementioned parties recite and agree to the following:

**1. AUTHORITY**

This agreement is entered into pursuant to the provisions of K.S.A. 12-2904 and amendments thereto.

**2. TERM**

The term of this agreement shall be for an initial period of 25 years from the date of execution. Execution of this agreement shall be accomplished by the signing of this agreement by all parties. Date of execution will be the date the last signature is inscribed on this agreement. Upon the expiration of the initial term of this agreement the agreement shall automatically renew for three succeeding 25-year terms unless terminated by any party using the procedure provided for in this agreement.

**3. PURPOSE AND NAME**

That the purpose of this agreement is to provide for the operation and funding of a Fire District to be formed in the County of Leavenworth pursuant to the provisions of K.S.A. 19-3601 et seq. The name of the Fire District shall be "Fire District No. 2, County of Leavenworth, Kansas," hereinafter, "Fire District 2" or the "Fire District."

**4. AREA OF SERVICE**

The Fire District 2 shall encompass and service the area within the boundaries of Reno Township and Sherman Township, inclusive of the City of Linwood but excluding the portion of Sherman Township that is encompassed within the city limits of De Soto, Kansas as of May 31, 2023, all located in Leavenworth County, Kansas.

**5. APPOINTMENT OF JOINT BOARD TO NAME FIRE DISTRICT 2 BOARD OF TRUSTEES**

The Board of County Commissioners, pursuant to K.S.A. 19-3612a and amendments thereto, agrees to delegate its authority to appoint the members of the Fire



District 2 Board of Trustees to a Joint Board consisting of the governing bodies of Reno Township, Sherman Township, and the City of Linwood (hereinafter “Joint Board.”) The Joint Board shall have the authority to appoint a seven-member Fire District 2 Board of Trustees (“Board of Trustees”) as follows: 3 members shall be appointed by Reno Township Board from among its duly elected or appointed members; 3 members shall be appointed by Sherman Township Board from among its duly elected or appointed members; and 1 member shall be appointed by Linwood City Council from among its duly elected or appointed members.

The length of term to be served by a Fire District 2 Board of Trustees member shall be coextensive with that member’s term as an elected or appointed member of the respective governing body.

**6. FIRE DISTRICT GOVERNING BOARD**

The Fire District 2 Board of Trustees, as duly appointed pursuant to the procedures set out above, shall be granted all powers vested in the Board of County Commissioners pursuant to K.S.A. 19-3601 et seq. and amendments thereto, to the fullest extent contemplated by K.S.A. 19-3612a, with regard to management, operation, funding and governance of the affairs of Fire District 2. Pursuant to K.S.A. 19-3601, the Board of County Commissioners shall and is hereby delegating the powers and duties of the County Clerk and County Treasurer with regards to the secretary and treasurer position with the Fire District Board of Trustees, to person it deems qualified to serve as such. The secretary and treasurer of the Fire District 2 Board of Trustees shall execute a good and sufficient surety bond issued by a surety company authorized to do business in Kansas in an amount fixed by the Fire District 2 Board of Trustees which shall not be less than the amount of money such person or persons will be responsible for at any one time. Said bond shall be reviewed annually, and if necessary, adjusted by the Fire District 2 Board of Trustees.

a. Qualifications

Any appointee to the Fire District 2 Board of Trustees must be a duly elected or appointed member of the elected bodies constituting the Joint Board (Sherman and Reno Township boards; Linwood City Council).

b. Ex Officio member

The Fire Chief of Fire District 2 shall serve as a non-voting advisor to the Fire District 2 Board of Trustees.

c. Quorum

A quorum of the Fire District 2 Board of Trustees shall consist of four members.

d. Voting Requirements

## Fire District No. 2 Interlocal Agreement

Conducting official business of/by the Fire District 2 Board of Trustees shall require a quorum present. Attendance via Zoom, telephone or other electronic means shall constitute presence, to the maximum extent allowed by the Kansas Open Meetings Act.

A simple majority of a quorum is required for approval or disapproval of official business of the Fire District 2 Board of Trustees, unless such action is otherwise limited herein.

### e. Special Voting Requirements

A vote by five members of the seven-member Fire District 2 Board of Trustees shall be required prior to any of the following acts being undertaken by the Board of Trustees:

1. Levy of taxes, subject to paragraph 7 below.
2. Entry into contracts for property or services in excess of \$5,000, or such other amount as may be deemed appropriate by a five-member majority of the Fire District 2 Board of Trustees.
3. Acquisition or disposition of real property.
4. Issuance of any bonds, including general obligation bonds and no-fund warrants.
5. Entry into any lease purchase agreement.
6. Creation of any indebtedness on the part of Fire District 2.
7. Expenditure of Fire District 2 funds in excess of \$5,000, or such other amount as may be deemed appropriate by a five-member majority of the Fire District 2 Board of Trustees.
8. Execution of any agreement with any entity other than the parties to this agreement for fire protection services.
9. The establishment of any permanent employee positions with Fire District 2, including any that may be filled by prior Township employees.
10. The hiring and/or termination of any permanent employee of Fire District 2, including any prior Township employees.
11. Establishment of salaries and other employment benefits to compensate Fire District 2 employees.
12. The adoption or modification of the operational policies and bylaws of Fire District 2.
13. Exercise of eminent domain.

### f. Representation of Entire Fire District No. 2

Each member of the Fire District 2 Board of Trustees so appointed shall represent the whole of the District and shall act in the best interests of the entire Fire District.

### g. Vacancies on the Fire District Board of Trustees

In the event a vacancy occurs on the Fire District 2 Board of Trustees, the entity that appointed the Board member causing the vacancy shall within thirty (30) days, convene and appoint a new member in accordance with the terms of this agreement.

h. Creation and Adoption of Bylaws

Within thirty (30) days of the establishment of the Fire District 2 Board of Trustees, the members shall meet to establish bylaws for the Fire District, which shall include provisions for Officers from among the Board of Trustees' membership, including a Treasurer as described herein.

**7. FUNDING**

It is the intent of the parties to this agreement, by and through the Fire District 2 Board of Trustees, to levy a tax not to exceed 5.7 mills to fund the Fire District 2 as a baseline of funding, pursuant to K.S.A. 19-3612d. Provided, however, that Reno and Sherman Townships will not separately levy any tax for purposes of fire protection that would be duplicative of, or in addition to, the Fire District 2 mill levy.

Public notice of the proposed Fire District 2 mill levy has been published in the Board of County Commissioners' resolution proposing the formation of Fire District 2, pursuant to K.S.A. 19-3602 and 19-3612d.

Subject to the foregoing paragraphs, the ongoing operation of the Fire District from year to year shall be funded through the provisions of K.S.A. 19-3601 et seq., including K.S.A. 19-3610; through any additional contributions to the Fire District by any of the parties to the agreement; and through any other method provided for by law. A Treasurer for the Fire District shall maintain the financial records of the Fire District and assist the Fire District 2 Board of Trustees in the preparation of the budget for the Fire District. The budget shall be submitted and approved pursuant to K.S.A. 19-3606.

**8. TITLE TO PROPERTY**

a. Title in name of Fire District.

On or after January 1, 2024 any equipment, vehicle, building, personalty or real property acquired by the Fire District, by purchase, contribution or otherwise, except as otherwise provided below, shall be owned solely by the Fire District.

b. Lease by Fire District

Reno and Sherman Townships agree to lease to the Fire District 2 Board of Trustees, for use by the Fire District 2, the buildings, equipment and vehicles previously utilized by the Township Fire Departments, for the duration of this agreement, on such terms as may be set by the Fire District 2 Board of Trustees. The Fire District 2 Board of Trustees may also elect to purchase property belonging to the Townships as the Board deems appropriate, subject to paragraph 6(e).

In addition, the Fire District 2 Board of Trustees shall be responsible, during the term of this agreement, for the payment of any debt service on the equipment, buildings and vehicles so leased and shall adequately insure and maintain such equipment, buildings and vehicles. In the event that any leased equipment, building or vehicle is damaged or destroyed the insurance proceeds shall first be applied to any repairs, where appropriate, then to the payment of any outstanding debt attributable to the item; any remaining proceeds shall become the property of the Fire District.

c. Inventory

Upon entry into this agreement, an inventory of items owned by the parties and leased to the Fire District shall be conducted by the Fire District 2 Board of Trustees and a copy of such inventory shall be provided to each of the parties. An inventory shall be undertaken each year on the 31<sup>st</sup> day of December by the Fire District, as to items which belong to Reno Township or Sherman Township, and those which have been purchased by the Fire District. Copies of the annual inventories shall be distributed to the parties and maintained by the Fire District 2 Board of Trustees.

**9. INSURANCE**

- a. For purposes of this Agreement, to the extent permitted by law and without waiving any of the immunities set out under K.S.A. 75-6101 cited as the Kansas Tort Claims Act , the Fire District 2 agrees to indemnify and hold harmless the Board of County Commissioners, Reno and Sherman Township Boards, the Linwood City Council, their respective individual members, and each individual member of the Fire District Board of Trustees, from any and all liability, of any character whatsoever resulting in any claim or cause of action arising out of any action or failure to act, by Fire District 2 personnel during the performance of fire-protection service or the failure to perform any fire-protection services.
- b. It is agreed that the Fire District 2 Board of Trustees shall maintain liability insurance at all times in an amount determined by the Fire District Board of Trustees to sufficiently protect the Fire District.
- c. The Fire District 2 Board of Trustees shall maintain sufficient insurance on property, both real and personal, utilized by the Fire District to protect such property against loss, theft or damage.

**10. TERMINATION**

## Fire District No. 2 Interlocal Agreement

- a. Upon petition pursuant to K.S.A. 19-3604, the Board of County Commissioners may disorganize the Fire District at any time after 4 years from the date of publication of the final resolution for the first organization of the Fire District.

- b. Notice

Upon the expiration of the initial 25-year term set forth in paragraph 2 of this agreement, or at the expiration of any subsequent 25-year term, any party may terminate this agreement by providing to the other parties written notice of its intention to terminate the agreement. Such notice shall not be effective unless received by the other parties not less than eighteen (18) months prior to expiration of the 25-year term.

- c. Disposition of Property

In the event of the termination of this agreement by any Party or the disorganization of the Fire District upon petition pursuant to K.S.A. 19-3604, the property utilized and or owned by the Fire District shall be disposed of as follows:

1. Any real or personal property being leased to the Fire District by either Reno or Sherman Township shall be returned to the leasing Township at the expiration of the agreement's term.
2. All other assets of the Fire District shall be apportioned between Sherman Township and Reno Township based upon the assessed valuation of each Township as compared to the assessed valuation of the Fire District as a whole. In so apportioning the assets, the parties shall utilize accepted accounting and depreciation practices to value the assets of the Fire District and shall attempt to reach an agreement as to the value and apportionment of the assets of the Fire District. The Fire District 2 Board of Trustees may use any other method of apportionment that is agreed upon by a 5-member majority of the Fire District 2 Board of Trustees. In the event that no agreement can be reached, the parties shall submit to binding arbitration on the matter through the American Arbitration Association, with each Township to bear its own costs of such arbitration.

- d. Apportionment of Liabilities

In the event that there exists any liability of the Fire District at the time of the termination of this agreement, Reno Township and Sherman Township shall jointly be responsible for the discharge of that liability. In determining each party's respective obligation in discharging said liability, each party shall contribute toward the discharge of the liability of the Fire District based upon a

comparison of the assessed valuation of each Township compared to the assessed valuation of the Fire District as a whole, or based on such other method as may be agreed upon by a 5-member majority of the Fire District 2 Board of Trustees.

**11. LEGAL SERVICES**

The Fire District No. 2 Board of Trustees may hire and retain an attorney, or attorneys, to represent the legal interest of the Fire District. No attorney representing a party to this agreement shall serve as the attorney for the Fire District without written waiver and consent of the parties and the Fire District.

**12. ASSUMPTION OF EXISTING FIRE PROTECTION AGREEMENT**

The parties agree that all agreements of Reno or Sherman Township regarding fire protection, existing at the time of entry into this agreement and binding upon any party to this agreement, shall be assumed and honored by the Fire District.

**13. MODIFICATION**

This Agreement may be modified by the parties only through the adoption and execution of a subsequent interlocal agreement signed by all parties to this agreement. Should the Office of the Attorney General require any modifications to this Agreement as a condition of approval, the Parties will work in good faith to revise this Agreement accordingly and will proceed with the organization of the Fire District 2 until any such requested modifications have been resolved.

**14. SEVERABILITY OF AGREEMENT**

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the agreement shall not be affected thereby and each other term and provisions of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**15. CHOICE OF LAW**

Any dispute arising from this agreement shall be governed by the laws of the State of Kansas.

**SIGNATURE PAGES FOLLOW**

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE RENO TOWNSHIP, LEAVENWORTH COUNTY, KANSAS

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE SHERMAN TOWNSHIP, LEAVENWORTH COUNTY, KANSAS

---

ATTEST:

---



Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE CITY OF LINWOOD, LEAVENWORTH COUNTY, KANSAS

---

ATTEST:

---

Fire District No. 2 Interlocal Agreement

WHEREFORE IT IS SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE BOARD OF LEAVENWORTH COUNTY COMMISSIONERS

\_\_\_\_\_  
VICKY KAAZ, 2ND DISTR, CHAIRPERSON

ATTEST:

\_\_\_\_\_  
JANET KLASINSKI, CLERK

Fire District No. 2 Interlocal Agreement

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF KANSAS

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

---

**WORK SESSION  
MATERIAL ONLY**

### ARTICLE 3 – DEFINITIONS

~~Boundary Line Adjustment: The adjustment of one (1) or more common boundaries between existing un-platted tracts or parcels, which will not create additional tracts or parcels. A Boundary Line Adjustment shall only be granted for tracts or parcels which will meet the requirements of the Zoning and Subdivision Regulations, Sanitary Code, and other applicable regulations, and will not create a non-compliant (substandard) tract or parcel. The following exceptions shall be allowed: (BOCC Resolution 2017-13; March 23, 2017)~~

Formatted: Strikethrough

- ~~1. Parcels containing structures closer than 105' from the centerline of the road that were built prior to September 27, 1971 shall be eligible for a Boundary Line Adjustment provided the following criteria are met:
  - ~~a. The structure shall be a minimum of 10' from the proposed, future, right of way dedication as determined by the County Engineer.~~
  - ~~b. In the event the structure is destroyed more than 50%, reconstruction shall be subject to current Zoning & Subdivision Regulations, Sanitary Code and any other applicable regulations.~~~~
- ~~2. Parcels containing accessory structures closer than 15' from the side and/or rear property line that were build prior to September 27, 1971 shall be eligible for a Boundary Line Adjustment provided the structure will meet the most current applicable Zoning and Subdivision Regulations, Sanitary Code and other applicable regulations upon adjustment of the boundary line.~~

~~Natural Feature: Characteristics of the subject property that can create physical barriers which may include features such as ponds, lakes, rivers, creeks, terraces, septic systems/lagoons, floodplain, significant changes in elevations or other natural systems.~~

Formatted: Underline

~~Side Line: Any lot line that is not considered a front or rear lot line. Any lot line that intersects the front lot line. A side lot line shall include any linked line segments or arcs that have a bearing that is within 45 degrees of a line drawn perpendicular to the that intersect with either the front or rear lot line.~~

~~Rear Line: Any lot line that is not a front lot line or a side lot line. A lot line that is opposite and most distant from the front lot line, and in the case of an irregular or triangular-shaped lot, a line 10 feet in length within the lot parallel to and at the maximum distance from the front lot line.~~

### **ARTICLE 35 – PRELIMINARY PLAT PROCEDURE AND CONTENT**

#### Section 5. GENERAL

The pre-application and the preliminary procedures are intermediary steps prior to the actual filing of a subdivision for processing as a "final plat" as outlined in Article 40. These two steps do not constitute "submission" as set forth in K.S.A. 12-752.

While the subdivision of land may be denied subject to the Planning Commission's finding that such subdivision concept does not meet any one requirement set forth in these regulations, the principal reasons for denial are most likely to be:

1. Does not meet Zoning Regulations or not properly zoned.
2. Inadequate service of water or sewerage.
3. Lack of appropriate restraint of storm water runoff or protection from flooding.
4. Streets too steep, lacking continuity or hazardous to public safety.
5. Soils inadequate or lots too steep for development.
6. Destruction of unique natural features.
7. Inadequate right-of-way continuity, grades, site distance, or poor relationship to the Comprehensive Guide Plan pertinent to collector streets, thoroughfares, (arterials) or any street necessary to avoid landlocking abutting property.
8. Not meeting any of the plat subdivision design or improvement requirements for the particular class of subdivision.
9. The applicant refuses to allow the County Planner, Engineer or other officials involved in the review of the plat access to the property for which he/she is requesting approval of such Preliminary Plat.

#### Section 10. CLASSIFICATION OF SUBDIVISION

1. General: The Comprehensive Guide Plan for Leavenworth County establishes ~~two~~<sup>three</sup> distinct areas or growth management zones as a tool to better manage such growth and development that is impacting those areas. Any proposed subdivision falling within such areas or zones must meet the requirements as set forth in these regulations.

The boundaries of such areas or growth management zones have been established through the adoption procedures as set forth in the Kansas Statutes, K.S.A. 12-741 et. Seq., for the development and adoption of the Comprehensive Plan. Any change in the boundary of these areas or zones must follow that procedure.

Subdivisions are classified as A, ~~B~~, or C and are further defined on the basis of where they are permitted within the growth management zones as follows:

1. Class "A": Any subdivision in which one or more lots lies within the Initial Urban Growth Area of Leavenworth County.
3. Class "C": Any subdivision in which all of the lots lie within the Rural Growth Area of Leavenworth County.  
(BOCC Resolution 2020-012; April 1, 2020)

#### Section 20. PRE-APPLICATION

Prior to the filing of the preliminary plat, the subdivider shall contact the Planning Department to determine:

1. Subdivision requirements and class designation of the proposed subdivision.

Commented [AA1]: Will need to research

2. Procedure for plat filing.

~~3. Availability of an approved public sewer system and public water system.~~

4. Comprehensive Plan requirements for major streets, land use, parks, easements, schools and public open spaces.
5. Zoning requirements for the property being subdivided and adjacent properties.
6. Potential problems resulting from the conceptual design of the subdivision as determined from the pre-application sketch.
7. A pre-application conference with the County Engineer and County Planning Department is required prior to the filing of the preliminary plat. The subdivider, design engineer, and surveyor shall attend this conference.

**Commented [AA2]:** We do not have access to that information.

### Section 30. PRELIMINARY PLAT PROCEDURE

In obtaining final approval of a proposed subdivision by the Planning Commission and County Board, the subdivider shall first submit a preliminary plat in accordance with these procedures.

1. The subdivider shall prepare and submit to the Planning Department two (2) copies, one (1) physical and one (1) digital, of a preliminary plat, to be used for review purposes, at least forty-five (45) days before the Planning Commission meets. ~~After review by Staff, please submit fifteen copies for submittal to the Planning Commission.~~ (BOCC Resolution 2020-012; April 1, 2020)
2. Said plat shall be accompanied by a fee as established by Board Order 1985-8 dated May 13, 1985 (or as amended).
3. ~~The Planning Director shall cause said preliminary plat to be advertised as an agenda item in the official county newspaper.~~
4. The Planning Director shall forthwith refer ~~two (2) the digital copy -copies-~~ to the County Engineer.
5. Where the preliminary plat is within 660 feet of any incorporated city, the Planning Director shall, at least ten (10) days prior to the Planning Commission meeting, forward a copy of such preliminary plat to the city staff for review and comment.
6. a. The County Engineer shall carefully examine said plat as to its compliance with the regulations of the County and specifically in regards to design and planning issues such as street grades, sight distance, storm drainage, easement locations, etc.

**Commented [AA3]:** This is not a state requirement. Do we want to keep it?

**Commented [AA4]:** Stephanie asked if we need to keep it 10 days. Current practice is to notify the City with the rest of the departments. I think we should keep in some timing but can change to reflect current practice.

~~b. The County Surveyor shall carefully examine the exterior boundaries of the preliminary plat for compliance with county and state regulations and Kansas Minimum Standards for Boundary Surveys including the signature, seal, and date of the land surveyor preparing the boundary.~~

**Commented [AA5]:** Currently, the County Surveyor does not review Preliminary plats. Do we need to remove this requirement?

- ~~b~~e. Each department head shall, submit his/her findings to the Planning Department on a timely basis.
7. A hearing on the proposed plat will be held before the Planning Commission at its next regularly scheduled meeting.
  8. Following receipt of required or requested reports, the Planning Commission will review the preliminary plat (see Section 50 of this Article).
  9. ~~One (1) copy of the approved preliminary plat shall be returned to the subdivider along with the If approved, approved notification~~ a notification shall be sent to the subdivider, thus allowing him/her to proceed with the preparation of the final plat and detailed construction drawings and specifications for the improvements required under these regulations.
  10. The approval of the preliminary plat does not constitute final approval or acceptance of the subdivision by the Board of County Commissioners or authorization to proceed on construction of the improvements within the subdivision, but shall constitute approval of layout and general engineering proposals and plans only.
  11. The approval of the preliminary plat shall only be effective for one (1) year, unless an extension is granted by the Planning Commission. If the final plat has not been filed for review and approval within this period, a preliminary plat must again be submitted to the Planning Commission for approval.

#### Section 40. PRELIMINARY PLAT CONTENT (all subdivision classes)

The preliminary plat shall be made to a scale of one-inch equals one hundred feet (1" = 100') or larger, or if the subdivision contains more than one hundred and sixty (160) acres, the plat may be drawn to a scale of one-inch equals two hundred feet (1" = 200'). Unique conditions may allow for lesser scales approved by the Director of Planning. The preliminary plat shall show:

1. Clearly marked "Preliminary Plat".
2. The proposed name of subdivision and, if different, the title under which the subdivision is to be recorded.
3. The name and address of the owner and the name, address and profession of the person preparing the plat. All parts of the plat must be certified according to State Statutes and Administrative Regulations.
4. The date, scale, north point, and a key map showing the general location of the proposed subdivision in relation to surrounding development.
5. The legal description of the area being platted.
6. The boundary line (based on a survey accurately drawn to scale verifying corner pins in place), the dimensions and the location of the property to be platted, the location of section or quarter section lines, the projected control bench mark (identified as to



location, elevation, and published datum). The exterior boundary must comply with Kansas Minimum Standards for Boundary Surveys.

(BOCC Resolution 2020-012; April 1, 2020)

7. Contours with intervals of not more than five (5) feet.
8. The names and location of adjacent subdivisions and the names of record owners and the location of adjoining parcels of unplatted land.
9. The location of property lines, streets and alleys, bridges and culverts, easements, public property, buildings, utilities (pipe sizes, manholes, grades, etc.), watercourses, tree masses, ground covers, lakes and other existing features within or adjacent to the proposed subdivision potentially affecting the plan.
10. The zoning classification and existing use and the proposed use of the area being platted.
11. The layout, numbers and approximate dimensions of proposed lots.
12. The location and dimensions of all existing and proposed building lines and easements.
13. The location, width, and dimensions of all streets, alleys, pedestrian ways and grounds proposed to be dedicated for parks, schools, or any public or semi-public use.
14. Proposed names for all streets in the area being platted.
15. Written and signed agreements explaining how and when the subdivider proposes to provide and install all required sewers or other disposal of sanitary wastes, pavement and drainage structures.
16. Written and signed statement from the Environmental Officer of the County Health Department or designee, stating their approval of the type of sewage system to be used or their recommendations.
17. Applicant shall provide wWritten and signed statements from the appropriate officials of subject utilities and public services, as follows:
  - a. the availability of gas,
  - b. electricity and
  - c. water to the proposed subdivision.
  - d. Fire Response
  - ~~17-e.~~ State and Local Transportation Review
18. Any restrictions proposed to be included in the owner's declaration of plat, including but not restricted to those listed in the appendix.
19. General layout of adjacent property, to show how streets and other public facilities in the proposed subdivision relate to adjacent subdivided and unsubdivided property.

**Commented [AA6]:** These are "obtained" during the County's review process. However, we do not always get a response for outside agencies. Should we make this a requirement of the application instead?

**Commented [AA7R6]:** After discussing, staff will recommend that this be a requirement of submittal, to be obtained by the developer or developer's agent prior to submittal.

20. Preliminary road plans and stormwater drainage calculations shall be prepared in accordance with Leavenworth County's Road Construction and Storm Water Drainage [Standards Checklist, 1994 Edition](#), or latest edition approved by the Board of County Commissioners.

[Section 50. APPROVAL OR DISAPPROVAL OF THE PRELIMINARY PLAT \(all subdivision classes\)](#)

1. Within sixty (60) days after the first consideration of a preliminary plat, the Planning Commission shall approve, disapprove or, with the approval of the applicant, table the preliminary plat. Action by the Planning Commission shall be conveyed to the subdivider in writing within ten (10) days after the Planning Commission hearing at which the plat was considered. In case the plat is disapproved, the subdivider shall be notified of the reason for such action and what requirements shall be necessary to meet approval of the Planning Commission. The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed to be an authorization to proceed with the preparation of the final plat.
2. If the Planning Commission disapproves or withholds approval of a preliminary plat, the applicant may request that said plat be submitted to the Governing Body, and the Planning Commission shall send the proposed preliminary plat, together with their report, stating the reason or reasons for the action taken. The Governing Body may make such findings and determinations as are deemed proper.
3. The approval of the preliminary plat shall only be effective for a period of one (1) year, unless an extension is granted by the Planning Commission. If the final plat has not been submitted for approval, within this specified period, the preliminary plat must be resubmitted to the Planning Commission for approval.

[Section 60. CONTINUANCE](#)

Applicants may request the continuance of Planning Commission consideration of an application to a specific date. A maximum of three continuances are allowed. After that time, the Planning Commission shall remove the case from the agenda. Once removed the applicant may re-file a new application at any time.

**ARTICLE 40 – FINAL PLAT PROCEDURE, CONTENT AND ACTION BY THE PLANNING COMMISSION**

[Section 10. FINAL PLAT PROCEDURE](#)

1. For final approval, the subdivider shall file with the Planning Department not less than thirty (30) days before the Planning Commissions regularly scheduled meeting:
  - a. Two (2) copies, one (1) physical copy and one (1) digital copy<sup>7</sup> of the final plat. (BOCC Resolution 2020-012; April 1, 2020)

b. A letter from the County Engineer stating the engineering specifics and final improvement plans for the final plat meet the county regulations and are substantially in accord with the preliminary plat as previously approved by the Planning Commission. Letter should also state that a copy of the certified, approved plans, profiles, cross-sections (if required) and specifications for the project are on file with the County Engineer.

e. A performance guaranty or bond, if required (see definition) in an amount and with sureties approved by the County Engineer.

c. The County Surveyor shall carefully examine the exterior boundaries of the preliminary final plat for compliance with county and state regulations and Kansas Minimum Standards for Boundary Surveys including the signature, seal, and date of the land surveyor preparing the boundary.

d. Before the Final Plat is signed, the developer must submit a letter from a title company certifying the owner(s) of record as of the date that the Board of County Commissioners approved the Final Plat. All certified owners must sign the plat. The certification letter must accompany the Plat when it is recorded.

e. A copy of the policy verifying title, easements and liens. These documents should be dated no more than ~~thirtyfourty five~~ (3045) days prior to the application date. (BOCC Resolution 2020-012; April 1, 2020)

f. Two (2) copies, one (1) digital and one (1) print, of three-line profiles of streets to be dedicated, indicating the grades thereon, shall be required by the Planning Commission for plats submitted where street grades are more than five (5) percent.

g. Certificate stating that all taxes and encumbrances have been paid shall be submitted with the Final Plat.

h. If private restrictions are to be filed affecting the subdivision or any part thereof, two (2) copies, one (1) digital and one (1) print shall be submitted to the Planning Commission with the Final Plat.

- When the final plat has been passed upon by the Planning Commission, the ~~original and two (2) copies, furnished~~ original copy, furnished by the subdivider, shall be signed by the Chairman and Secretary of the Planning Commission and the County Engineer, and shall be forthwith transmitted to the County Commission with the performance guaranty or bond, if required, and a letter from the Planning Director stating the Planning Commission's approval.

The Governing Body shall accept or refuse dedication of land upon a plat within thirty (30) days of its submission to the Governing Body. The Governing Body may defer action for an additional thirty (30) days for the purpose of allowing for modification to comply with requirements established by the Governing Body.

- In instances where a performance bond has been required, When the final plat has been approved by the County Board, and all conditions of that approval have been met, the performance bond accepted and filed with the County Clerk and the plat duly signed as set

**Commented [AA8]:** Again, this happens during the County review. Should we require it with the submittal of the application or as part of the review?

**Commented [AA9R8]:** Obtained during the review process. Will

**Formatted:** Font: 11 pt

**Formatted:** List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Commented [AA10]:** Currently, the County Surveyor does not review Preliminary plats. Do we need to remove this requirement?

**Commented [AA11]:** Not sure this is being done.

forth in Section 20, Item 15, the Planning Director shall release the plat to be recorded by the developer/owner in the office of the Register of Deeds of Leavenworth County, Kansas. The Register of Deeds office shall retain 1 ~~mylar paper~~ original for their use ~~and one paper copy for the County Appraiser's office.~~ After the plat has been recorded, the developer/owner shall return one paper copy with the original signatures and a minimum of eight (8) paper copies to the Planning & Zoning office. Planning & Zoning shall retain the copy with the original signatures and one paper copy for their files and distribute the remaining copies as follows:

**Commented [AA12]:** My understanding is that GIS receives a digital copy.

~~County Engineer~~ ~~County Surveyor~~ ~~Power Company~~ ~~Gas Service~~

4. Approval by the Board of County Commissioners shall constitute final approval of the subdivision of the area and upon receipt of ~~two (2) one (1) original and two (2) paper copies~~ by the subdivider from the Planning Commission office with the appropriate and necessary signatures, the subdivider shall cause such plat (~~the mylar originals and paper copies~~) to be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, before the County shall recognize the plat as being in full force and effect. A final plat that has been duly approved by the Board shall be in effect for 1 year from the date of approval. Any approved final plat not filed within that period of time shall be declared void. The approved plat may be extended for one year upon appeal to the Board of County Commissioners.
5. Receipt of the duly certified final plat by the subdivider is authorization that he may proceed with the installation and construction of the required improvements subject to acquisition of appropriate permits.
6. The County Engineer shall return any performance bond or guarantee to the subdivider upon meeting all of the requirements as stipulated in Leavenworth County's Road Construction and Storm Water Drainage Standards, 1994 Edition, or latest edition approved by the Board of County Commissioners.
7. -No plat or re-plat or dedication or deed of a street or public way shall be filed with the Register of Deeds, as provided by law, until such plat or re-plat or dedication or deed shall have endorsed on it the fact that it has been submitted and approved by the Planning Commission and by the Governing Body.

**Commented [AA13]:** Addresses Stephanie's earlier comment...but should it be located somewhere else?

**Commented [AA14R13]:** Will move to final plat procedures

**Formatted:** Default Paragraph Font

**Formatted:** Font:

## Section 20. FINAL PLAT CONTENT

The final shall be made to a scale no smaller than one-inch equals two hundred feet (1" = 200') from an accurate survey drawn on a sheet whose overall dimensions are 24" x 36". (A scale of one-inch equals one hundred feet (1" = 100') shall be used if the tract is 1350' in width or less) and shall show:

1. The correct legal description of the property being subdivided.
2. The boundary lines of the area being subdivided with accurate distances and bearings/angles.
3. The lines of all proposed highways, streets and alleys with their width and names.
4. The accurate outline of any portion of the property intended to be dedicated or granted to public use.

5. The lines of departure of one street from another.
6. The lines of all adjoining property and the lines of the adjoining highways, streets and alleys with their widths and names.
7. All lots designated by numbers or letters and streets, avenues and other grounds by names, letters or numbers.
8. The location and widths of building lines of front yards, the location and widths of utility easements for possible future construction, and easements for drainage purposes. Show a note on the plat listing the dimension of side, rear and front setbacks.
9. All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and any other areas for public or private use. Linear dimensions are to be given to the nearest 1/100<sup>th</sup> of a foot and bearing to the nearest second of angle. The plat must comply with Kansas Minimum Standards for Boundary Surveys.
10. The radii, arcs, chords, points of tangency and central angles for all curvilinear streets and radii for rounded corners.
11. The location of all survey monuments and benchmarks together with their descriptions. ~~All exterior Boundary Corners must be set in concrete.~~ All ~~lotblock~~ corners must be monumented with a minimum #4 (1/2") rebar 24" long with a survey cap bearing the registration number of the responsible party.
12. The name of the subdivision and the scale of the plat, points of the compass, and the name of the owner or owners or subdividers.
13. When private restrictions and trusteeships are of such lengths as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be on the plat.
14. Acknowledgement of the owner or owners of the plat restrictions including dedication to public use of all streets, alleys, parks or other open spaces shown thereon and the granting of easements required.
15. The following certificates to be signed:
  - a. Acknowledgement of ownership by owner or owners, and statements by a notary public authorized to take acknowledgements of deeds, to the effect, that all previous taxes have been paid and that all highways, streets, alleys and public grounds shown on the plat are dedicated for public use.
  - b. Land Surveyor certifying that he/she has accurately surveyed such subdivision and that said survey has been performed under his/her direct supervision. Month and year of field survey required.
  - c. Approval of Planning Commission by the Secretary and Chairman of the Planning Commission.

- d. Approval by the County Engineer, with the following note: The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.
- e. Approval of the County by the Chairman of the Board of County Commissioners and attested by the County Clerk.
- f. By the Register of Deeds, stating the day, month, year, time, book and page that said plat was recorded.
- g. Approval by the County Surveyor, with the following note: "I hereby certify this [survey](#) plat meets the requirements of K.S.A. 58-2005. The face of this [survey](#) plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

16. True north point, graphic scale and date.

[17. All exceptions to and variances from the Zoning & Subdivision Regulations shall be listed on the face of the plat.](#)

**ARTICLE 43 – CROSS ACCESS EASEMENTS**  
(BOCC Resolution 2020-29; September 2, 2020)

**Section 3. ACCESS AND ROAD STANDARDS**

1. A cluster development with an access easement shall have direct access to a fully maintained public road.
2. Only one access point shall be allowed for the entire development.
3. When established as part of a cluster development, the road and drainage plans ("[plan set](#)") submitted to County Staff shall be prepared and sealed by an engineer licensed in the State of Kansas. [Plan set submittals shall include all components identified in the current Public Works Cross Access Easement Street and Storm Plan Requirements on file in the Public Works Office.](#) The developer shall provide documentation from the designing engineer stating the Cross Access Easement was built in accordance with the submitted design plans to the County upon completion of the Cross-Access Easement. Building permits shall not be issued until such document has been received. (BOCC Resolution 2021-18; June 16, 2021)
4. There will be no consideration by the County to assume responsibility of the cross access easement until the cross access easement is built to the current County standard in place at the time the request is made to accept the roadway. Any improvements or upgrades will be the sole responsibility of the developer and/or the owners of the properties being accessed by the CAE.

**ARTICLE 50 – MINIMUM SUBDIVISION DESIGN STANDARDS AND GENERAL REQUIREMENTS**

**Commented [MJ15]:** Bill and I concur that it is not appropriate to place the CAE Street/Storm Plan Requirements in this document so I have added the text in highlight to direct the applicant to Public Works for a copy of the current CAE Plan Requirements. The final location for the plan requirements will be in Chapter 3 of the Road Construction and Storm Water Drainage Standards for New Subdivisions. However, Bill and I have many clean-up items and revisions to perform in re-writing the Road Construction and Storm Water Drainage Standards for New Subdivisions and we do not want to submit the document for BOCC approval with this one change. Do you concur with this approach?

**Commented [MJ16R15]:** Misty concurred with a couple edits as well. Write up completed.

## Section 10. MINIMUM SUBDIVISION DESIGN STANDARDS

Each class of subdivision may require a variance in types of requirements. Care should be taken to utilize the correct requirements.

1. Acreage Subdivisions. Whenever a tract is divided into large lots each containing one or more acres and there are indications that such lots will eventually be re-subdivided into smaller urban sized lots, consideration must be given to the highways, streets, utility easements, and lot arrangement of the original subdivision so that additional streets can be opened which will permit a logical arrangement of smaller lots. Easements providing for future opening and extension of such streets may, at the discretion of the Planning Commission, be made a requirement of the plat.

The preferred subdivision design will be to plat the ultimate lot size and then group lots as indicated in the following example. Such groupings must be sufficient to meet sewage disposal or water supply, or any other code or Comprehensive Plan requirement adopted for the unincorporated portion of the County.

### Acreage Subdivision

## Section 20. UTILITY REQUIREMENTS

In all classes of subdivisions, the required area of the lots will be determined by the method of treatment or disposal of wastewater. The determination of whether or not an approved public sanitary sewer system and an approved water system are available in sufficient size and capacity to serve the subdivision shall be made in the following manner.

1. ~~A copy of the preliminary plat shall be sent to the water department or district in which the subdivision is located for a written report on the availability of an approved public water system. All applications shall be submitted with a written report from the water department or district in which the subdivision is located on the availability of water to the proposed subdivision.~~ The report from a rural water district shall be signed by the Board of Directors and its engineer. The report from a public water supply system shall be signed by its administrative official and engineer.
2. ~~If the water supply is not from a rural water district or a public water supply system, a performance bond or guaranty shall be filed with the County Engineer sufficient to secure that the water system will be constructed in accordance with these regulations.~~
3. A copy of the preliminary plat shall be sent to the County Sewer District Administrator for a written report on the availability of an approved public sanitary sewer system.
4. Private sewage disposal systems will be allowed in subdivisions where all the lots are greater than ~~12.5~~ acres subject to the following procedure. The plat shall be reviewed by the Planning Department for compliance with the Leavenworth County Sanitary Code. A licensed sanitarian or engineer shall provide evidence that the soils within the platted area will safely handle private wastewater disposal systems ~~or a notation stating that engineered septic systems may be required due to soil conditions.~~

**Commented [AA18]:** See comment above about utility providers. Should we make this a requirement for application submittal?

**Commented [AA19]:** Again, this is not performed in practice. Remove or start requiring?

**Commented [AA20]:** Melissa pointed this out. Do we still want to require this or remove from regulations? Currently do not require.

## Section 30. OTHER REQUIREMENTS

The following particular requirements are hereby made of each of the classes of subdivisions:

1. Class "A" Subdivisions:

All class "A" Subdivisions shall be served by an approved public sewage system and an approved public water system and shall be subject to Section 40 Minimum Design Standards. The subdivider may request a waiver of the requirement for an approved public sewage system pursuant to Article 30, Section 30.4 of these regulations.

2. Class "C" Subdivisions:

All class "C" Subdivisions shall be served by an approved public sewage system and an approved public water system, or a private water well if the requirements of the sanitary code are met, and shall be subject to Section 40 Minimum Design Standards. The subdivider may request a waiver of the requirement for an approved public sewage system pursuant to Article 50, Section 30.3, of these regulations.

3. Waiver of Requirement for Approved Sanitary Sewage System.

- a. A subdivider may request that the Planning Commission consider the granting of a waiver to the requirement that a subdivision be served by an approved sanitary sewage system, and be served by individual private sewage disposal systems.
- b. A request for a waiver may be granted in such case, upon a finding by the Planning Commission that all of the following conditions have been met:
  - 1) ~~That the waiver requested arises from such conditions which are unique to the property in question and which is not ordinarily found in subdivisions within the unincorporated areas of the County;~~
  - 2) That the reason or reasons given for the waiver is not created by an action or actions of the property owner or the subdivider;
  - 3) That the strict application of this requirement for which a waiver is sought would constitute unnecessary hardship upon the owner or subdivider. Unnecessary hardship shall not mean that the cost of providing for private sewage disposal systems is less costly than for a public sewage system unless the cost/benefit ratio exceeds 2:1. Unnecessary hardship shall specifically exclude the reason or reasons given for the waiver which are determined to be for the convenience of the owner or subdivider;
  - 4) That the granting of the waiver will not adversely affect the rights of adjacent property owners or residents;
  - 5) That the waiver requested will not adversely affect the public health or safety;
  - 6) That the waiver requested will not be opposed to the general spirit and intent of the subdivision regulations, zoning regulations and sanitary code.

**Commented [AA21]:** This condition is ordinarily found within subdivisions in the county.



## Section 40. MINIMUM DESIGN STANDARDS (Subdivisions of all classes)

### 1. Blocks:

- a. **Length:** Intersection streets, which determine block lengths, shall be provided at such intervals as to serve cross traffic and to meet existing streets in the neighborhood. In residential districts, where no existing adjacent plats are recorded, the blocks shall not exceed one thousand two hundred (1,200) feet in length, except that in outlying Class “C” subdivisions a greater length may be permitted on review by the Planning Director where topography or other conditions justify a departure from this maximum. In blocks longer than seven hundred fifty (750) feet, pedestrian ways and/or easements through the block may be required by the Planning Commission near the center of the block. Such pedestrian ways or easements shall have a minimum width of ten (10) feet. Blocks for business uses should normally not exceed six hundred (600) feet in length.
- b. **Width:** In residential subdivisions, the block width shall normally be sufficient to allow two (2) tiers of lots of normally not less than two hundred (200) feet nor more than 350 feet in depth. Class “C” subdivisions on review by the Planning Director may, where conditions justify, depart from the maximum. Blocks intended for business use shall be of such width and depth as may be considered most suitable for the prospective use.

**Commented [AA22]:** While staff would support keeping shorter blocks near cities, block lengths within Class C subdivisions have been approved, cul-de-sacs specifically, for much longer than 1200 ft. Should we keep or amend?

**Commented [AA23R22]:** Consensus was to keep the language.

### 2. Streets, Alleys and Public Ways:

- a. **Relationship to Adjoining Street System:** The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets in adjoining subdivisions (or their projection where adjoining property is not subdivided), insofar as they may be necessary for public requirements. The width of such streets in new subdivisions shall not be less than the minimum street widths established herein. Alleys are not normally permitted, but where required, alleys and streets shall be arranged to permit owners of adjoining unsubdivided property to extend streets into the unsubdivided property. Whenever there exists a dedicated or platted half-street or alley adjacent to the tract to be subdivided, the other half of the street or alley shall be platted and dedicated.
- b. **Street Names:** Streets that are obviously in alignment with existing streets shall bear the names of the existing streets, but in any case, are subject to the final approval of the Governing Body.
- c. **Arterial Streets:** Arterial or major street alignments shall conform with the Comprehensive Plan.
- d. **Collector Streets:** Collector streets shall be designed to carry the residential traffic to the major streets and, in general, conform to the Comprehensive Plan.
- e. **Minor Streets:** Minor streets shall be so designed as to discourage through or nonlocal traffic.
- f. **Cul-de-sacs and Dead-end Streets:** Except in cases where the unusual topographic conditions may make it advisable to modify these provisions, the following shall apply: (BOCC Resolution 2019-23; September 4, 2019)

- 1) The radius of a cul-de-sac shall be as stated above and depends on the type of road. The minimum radius for any road for vehicular turnaround shall be forty (40) feet and the minimum radius for right-of-way shall be fifty (50) feet.
  - 2) In the case of temporary dead-end roads, which are stub streets designed to provide future connection with adjoining unsubdivided areas, the Planning Board may require a temporary easement for a turnaround of a nature indicated above.
  - 3) When a subdivision is replatted or the existing road ends and is to be extended, the existing cul-de-sac shall be eliminated and removed and the road brought up to the standards specified in Leavenworth County's Road Construction and Storm Water Drainage Standards, 1994 Edition, or latest edition as approved by the Board of County Commissioners.
- g. Buffer Strips: This includes treatment of railroad right-of-way and limited access highways. Wherever the proposed subdivision contains or is adjacent to a railroad right-of-way or limited access highway, or where lots back onto a public street, the subdivision shall provide the following treatment:

In residential districts a buffer strip at least fifty (50) feet in depth, in addition to the normal required lot depth shall be provided adjacent to the railroad right-of-way and limited access highway. This strip shall be a part of the platted lots, and the planted materials must be approved by the Planning Commission and shall have the following restriction lettered on the face of the plat:

“This strip reserved for the planting of trees or shrubs by the owner or developer; the building of structures is prohibited.”

In commercial and industrial districts, provisions shall be made on each side of the railroad right-of-way or limited access highway for buffer strips approximately parallel to such right-of-way or highway at a distance suitable for the appropriate commercial or industrial use of the land. In no instance shall this be less than one hundred and fifty (150) feet.

Streets parallel to the railroad right-of-way or limited access highway shall, when intersecting a major street, highway or collector street, be located at a minimum distance of two-hundred fifty (250) feet from said right-of-way or highway. Such distance, where desirable and practical, shall be determined with due consideration of the minimum distance required for the future separation of grades by means of appropriate approach gradients. Location of minor streets immediately adjacent and parallel to railroad right-of-way shall be avoided.

- h. Limited Access: Wherever the proposed subdivision contains or is adjacent to an arterial street or highway, adequate protection of residential properties, limitations of access, and the separation of through and local traffic shall be provided by the reversed frontage with screen plantings, provided by the developer, contained in a non-access reservation along the rear property lines; or by provision of a frontage road.

There shall be no reserve strips for controlling the access to streets except where control of such strips is definitely placed under conditions approved by the Planning Commission.

- i. **Intersections:** Streets shall intersect each other at as nearly right angles as permitted by topography or other limiting factors of good design but never less than sixty (60) degrees. The number of streets converging at one intersection shall be reduced to two, with no more than four approaches to an intersection without the specific approval of the County Engineer.

Minor streets need not continue across major or collector streets; but if the center lines of such minor streets approach the major streets from the opposite sides thereof within one hundred and fifty (150) feet, they must be aligned or the separation increased to a minimum of one hundred and fifty (150) feet.

See Drawings No. 8 and 9 in Appendix.

- j. **Dead End Roads:** Where a road does not extend to the boundary of the subdivision, and its continuation is not required by the Planning Commission for access of adjoining property, its terminus should normally not be nearer to such boundary than fifty (50) feet. However, the Planning Commission may require the reservation of an appropriate easement to accommodate drainage facilities, pedestrian traffic or utilities. A circular dead-end street shall be built in accordance with County construction standards and specifications.

See Drawings No. 8 and 9 in Appendix.

- k. **Half-Streets:** Dedication of half-streets will be discouraged and may not be approved, except where it is essential to the reasonable development of the subdivision and is in conformity with the Comprehensive Plan and other requirements of these regulations.
- l. **Alleys:** Alleys shall be provided in commercial and industrial districts, except where other definite and assured provisions are made for service access to off-street loading and unloading areas and to off-street parking areas, consistent with and adequate for the uses proposed. Dead-end alleys shall be avoided.
- m. **Minimum Requirements:** For all streets or roads shall be prepared in accordance with design criteria specified in Leavenworth County's Road Construction and Storm Water Drainage Standards, 1994 Edition, or latest edition as approved by the Board of County Commissioners.

**Section 40. MINIMUM DESIGN STANDARDS (Subdivisions of all classes)**

3. Lots

- a. The minimum lot width shall conform to the appropriate requirements of the Leavenworth County Zoning & Subdivision Regulations and the Sanitary Code.
- b. The minimum lot depth shall conform to the appropriate requirements of the Leavenworth County Zoning & Subdivision Regulations and the Sanitary Code.

- c. The minimum lot area shall conform to the appropriate requirements of the Leavenworth County Zoning & Subdivision Regulations and the Sanitary Code.
- d. ~~All side lot lines shall bear ninety (90) degrees from the street right-of-way line on a straight street or from the tangent of a curved street, except where unusual conditions require a minor variance. All side lot lines shall bear perpendicular from the street right-of-way line or radially from a curved street. Once outside of the building setback line, side lines can include up to two bearing changes, provided they are within 45 degrees of previous line segment. Rear lot lines are encouraged to be parallel to the front lot line.~~
- e. Double frontage lots shall be avoided unless, in the opinion of the Planning Commission, a variation to this rule will give better street alignment and lot arrangement.
- f. Every lot shall abut on a street other than an alley.
- g. Building or setback lines shall be shown on the Preliminary Plat and the Final Plat for all lots in the subdivision and shall not be less than the setback required by these regulations.
- h. The subdivision or re-subdivision of a tract or lot shall not be permitted where said subdivision or re-subdivision places an existing permanent structure in violation of these regulations.
- i. Within subdivisions, the lot-depth to lot-width ratios shall not exceed three and a half to one (3.5:1) or be less than one to one (1:1) for lots less than ten (10) acres. The lot-depth to lot-width ratios for lots above ten (10) acres and less than forty acres (40) acres shall not exceed four to one (4:1) or be less than one to one (1:1). Lots greater than forty (40) acres shall have no lot-depth to lot-width ratio. (BOCC Resolution 2009-42, August 27, 2009)

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such ~~exception~~variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such ~~variance or~~ exception, the Planning Commission shall find the following:

1. That there are special circumstances or conditions affecting the property.

**Commented [AA24]:** Based on how this Section reads to me, the Planning Commission is the entity that reviews and approves any requested exception for a subdivision. So, if we keep the current language, a tract split can be approved with an exception by Planning Commission vote only. If that is not how we would like this handled, we may want to change who the approving agency is in this section.

2. That the ~~variance or~~ exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the ~~variance or~~ exception will not be detrimental to the public welfare or injurious to adjacent property.

## **ARTICLE 85 – LOT AND TRACT SPLITS & BOUNDARY LINE ADJUSTMENTS**

### **Section 20. APPLICATION PROCEDURE**

Requests for lot or tract split approval shall be made to the Zoning Administrator by the owner of the land. The application shall include: ~~(1) six copies of a scale drawing~~ Two (2) copies, one (1) digital and one (1) physical, of a scale drawing; (2) legal description of the parent lot or tract and the legal descriptions of the newly divided tracts or lots; (3) the location of all structures and other existing features on or adjacent to the lots or tracts together with the precise nature, location, and dimensions. Features to include but are not limited to roads, buildings, private septic systems, fences, ponds, lakes, utilities, hydrants, sewer locations, and the limits of the FEMA floodplain boundary as shown on the latest FEMA FIRM maps; and (4) name, signature and seal of the licensed registered land surveyor who prepared the drawing.

~~(BOCC Resolution 2011-36; August 25, 2011)~~

### **Section 33. ADMINISTRATIVE EXCEPTIONS**

A lot or tract split shall only be granted for tracts or parcels that meet the requirements of the Zoning and Subdivision Regulations, Sanitary Code, and other applicable regulations, and will not create a non-compliant (substandard) tract or parcel. The following exceptions shall be allowed: (BOCC Resolution 2017-57; September 28, 2017)

1. Parcels containing structures closer than 105' from the centerline of the road that were built prior to September 27, 1971 shall be eligible for a lot or tract split provided the following criteria are met:
  - a. The structure shall be a minimum of 10' from the proposed, future, right-of-way dedication as determined by the County Engineer.
  - b. In the event the structure is destroyed more than 50%, reconstruction shall be subject to current Zoning & Subdivision Regulations, Sanitary Code and any other applicable regulations.
2. Parcels containing accessory structures closer than 15' from the side and/or rear property line that were built prior to September 27, 1971 shall be eligible for a lot or tract split provided the structure will meet all other current applicable Zoning and Subdivision Regulations, Sanitary Code and other applicable regulations upon completion of the lot or tract split.
3. Parcels containing dwelling units closer than 15' from the side property line and/or closer than 40' from the rear property line that were built prior to September 27, 1971 shall be eligible for a lot or tract split provided the structure will meet all other current applicable Zoning and Subdivision Regulations, Sanitary Code and other applicable regulations upon completion of the lot or tract split.

**Section 34. REQUIREMENTS FOR BOUNDARY LINE ADJUSTMENTS**

The adjustment of one (1) or more common boundaries between existing un-platted tracts or parcels, which will not create additional tracts or parcels. A Boundary Line Adjustment shall only be granted for tracts or parcels which will meet the requirements of the Zoning and Subdivision Regulations, Sanitary Code, and other applicable regulations, and will not create a non-compliant (substandard) tract or parcel. The following exceptions shall be allowed: (BOCC Resolution 2017-13; March 23, 2017)

1. Parcels containing structures closer than 105' from the centerline of the road that were built prior to September 27, 1971 shall be eligible for a Boundary Line Adjustment provided the following criteria are met:
  - a. The structure shall be a minimum of 10' from the proposed, future, right-of-way dedication as determined by the County Engineer.
  - b. In the event the structure is destroyed more than 50%, reconstruction shall be subject to current Zoning & Subdivision Regulations, Sanitary Code and any other applicable regulations.
2. Parcels containing accessory structures closer than 15' from the side and/or rear property line that were build prior to September 27, 1971 shall be eligible for a Boundary Line Adjustment provided the structure will meet the most current applicable Zoning and Subdivision Regulations, Sanitary Code and other applicable regulations upon adjustment of the boundary line.

**Section 35. PLANNING COMMISSION EXCEPTIONS**

When a lot split, tract split or boundary line adjustment exceeds the authority of administrative action, the Planning Commission may grant an exception from the Leavenworth County Zoning & Subdivision Regulations as outlines in Article 56 – Exceptions. The tracts and parcels shall only be granted for tracts or parcels that meet the requirements of the Zoning and Subdivision Regulations, Sanitary Code, and other applicable regulations, unless the Planning Commission has granted an exception.

If an exception is requested, the request shall be made in writing no less than 30 days prior to the anticipated meeting. If approved the Planning Commission chair shall endorse the lot split, tract split or boundary line adjustment.

**Section 40. REVIEW BY COUNTY STAFF**

The County Planning Director and County Engineer shall, within fifteen (15) days of application, in writing, either approve or deny those applications for Lot/Tract Split based upon their conformance to County Regulations. Their acknowledged endorsement must appear in the following format:

This lot/tract split, as described and shown above, has been submitted to and approved by the following County Staff persons this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Planning Director (Name/Title)

\_\_\_\_\_  
County Engineer (Name/Title)

STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me, a notary public in and for said County and State, came \_\_\_\_\_, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

(SEAL) Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

The County Planning Director shall, within fifteen (15) days of application, in writing, either approve or deny those applications for Boundary Line Adjustment based upon their conformance to County Regulations. Their acknowledged endorsement must appear in the following format:

This boundary line adjustment, as described and shown above, has been submitted to and approved by the following County Staff persons this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Planning Director (Name/Title)

## ARTICLE 60 – MISCELLANEOUS PROVISIONS

### **Section 10. BUILDING AND ZONING PERMITS**

After the date of the adoption of these subdivision regulations by the Planning Commission and Governing Body, no building permit or zoning permit shall be issued for any structure that is located upon a lot in an area that has not been subdivided, unless approved in the manner as provided for in these subdivision regulations. This shall not apply to subdivisions or lots of record that were platted prior to the adoption of this subdivision regulation.

Applications for building permits must be approved or rejected within seven (7) days of their submittal. Appeals on the rejection of a building permit application by the Administrative Officer may be made to the Governing Body and shall be made in writing within ten (10) days of such rejection.

### **Section 20. Repealed RECORDING**

~~No plat or re-plat or dedication or deed of a street or public way shall be filed with the Register of Deeds, as provided by law, until such plat or re-plat or dedication or deed shall have endorsed on it the fact that it has been submitted and approved by the Planning Commission and by the Governing Body.~~

Commented [AA25]: Addresses Stephanie's earlier comment...but should it be located somewhere else?

Commented [AA26R25]: Will move to final plat procedures

**Section 30. Repealed CERTIFICATIONS REQUIRED ON THE FINAL PLAT**

**ARTICLE 70 – SUPPLEMENTARY DOCUMENTS TO ACCOMPANY THE FINAL PLAT**

~~REPEAL 1. Two (2) prints of three line profiles of streets to be dedicated, indicating the grades thereon, shall be required by the Planning Commission for plats submitted where street grades are more than five (5) percent.~~

- ~~Twelve (12) copies of said plat shall be submitted to the Planning Department at least thirty (30) days prior to the regularly scheduled Planning Commission meeting.~~

**ARTICLE 80 – SUBMISSION OF RECORDED PLATS**

~~REPEAL 1. Two (2) reproducible copies of the recorded plat shall be provided by the subdivider and shall be submitted to the Secretary of the Planning Commission.~~

**Commented [AA27]:** I feel this belongs in the Final Plat Procedure section, not in Miscellaneous Provisions.

**Commented [AA28R27]:** Will move to final plat procedures

**Commented [AA29R27]:** All certifications are already listed in the Final Plat Procedures Section.

**Commented [AA31]:** Not needed. Stated in the Final Plat Requirements



# Utility Connection Plan

## City and Other County standards

Lansing, KS

Sewer connection is required if a house, building or property used for human employment, recreation or other purposes is located within 100 ft. of a sewer line. The property must be adjacent to a city street and the connection must be made within 90 days.

Leavenworth, KS

Sewer connection is required if a dwelling, house or building is located within 300 ft. of a sewer or in any block within any sewer district in the city which sewer extends.

Tonganoxie, KS

At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this ordinance.

Johnson County, KS

### Existing Systems:

No permits for construction or for a structurally significant alteration of a private sewage treatment system shall be issued for any lot or tract of land which is located within 200 feet of a main or lateral sewer line which is part of a public sewage treatment system which can serve the lot or tract and when it is determined that connection to the public system is feasible and reasonably available to the property owner.

### New Systems:

Use of private sewage treatment system for which a permit to construct was issued after the effective date of the code shall be prohibited two years after a main or lateral sewer line first becomes available for service within 200 feet of the lot or tract served by the private sewage system and when it is determined that connection to the public system is feasible and reasonably available to the property owner.

### Recommended language:

**No permits for a private sewage system shall be issued for any lot or tract of land which is located within 200 feet of a main or lateral sewer line which is part of a public sewage treatment system which can serve the lot or tract and when it is determined that connection to the public system is feasible and reasonably available to the property owner.**