

Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue 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 4, 2022  
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:
  - a) Review agreement with city of Basehor on 155<sup>th</sup> St.
- 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 April 27, 2022
- b) Approval of the schedule for the week May 9, 2022
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve letters for Eagle Scout ranks

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the agreement with St. Luke's Hospital for the purchase of two lots for future parking at the Cushing Building.
- b) Consider a motion to approve Resolution 2022-9, a special use permit for a private equine training facility, Wonderland Farms.
- c) Consider a motion to approve Resolution 2022-10, a special use permit for Rancho Andazola, an event venue.
- d) Consider a motion to award bid to ConvergeOne for the server virtualization project in an amount not to exceed \$203,749.95.
- e) Consider a motion to award bid to C&C Group for the wireless network project in an amount not to exceed \$43,500.00.
- f) Consider a motion to award bid to ConvergeOne for the firewall upgrade project in an amount not to exceed \$80,411.26.

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

- a) Information Systems Quarterly Report
- b) Executive session to discuss acquisition of real property

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**WORK SESSION IMMEDIATELY FOLLOWING  
REGULAR MEETING TO DISCUSS ECONOMIC  
DEVELOPMENT PLAN**

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, May 2, 2022

Tuesday, May 3, 2022

Wednesday, May 4, 2022

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

Thursday, May 5, 2022

Friday, May 6, 2022

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

# DRAFT

CONTRACT FOR CERTAIN IMPROVEMENTS TO 155<sup>TH</sup> STREET AS IT LIES IN THE CITY OF BASEHOR, KANSAS, THE ENTRY INTO AN AGREEMENT REGARDING ROAD MAINTENANCE FOR CERTAIN STREETS LOCATED IN OR BORDERING THE CITY OF BASEHOR, KANSAS AND THE WAIVER BY THE CITY OF BASEHOR, KANSAS, OF CONNECTION FEES FOR SEWER DISTRICT NO. 5 OF LEAVENWORTH COUNTY, KANSAS

Between

CITY OF BASEHOR, KANSAS, A MUNICIPAL CORPORATION  
AND CITY OF THE SECOND CLASS

and

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH,  
KANSAS

## RECITALS

*Whereas*, the City of Basehor, Kansas, a Municipal Corporation and city of the second class under the laws of the State of Kansas, hereinafter, the “City” and the Board of County Commissioners of the County of Leavenworth, Kansas, hereinafter, the “County”, desire to cooperate in improvements to public infrastructure in order to improve the quality of life in the County and City through the accomplishment of certain improvements to 155<sup>th</sup> Street as it lies within the boundaries of the City, the entry into an agreement for maintenance of certain streets in or bordering the City and the waiver by the City of wastewater treatment facility connection fees for Sewer District No. 5 of Leavenworth County, Kansas, “Sewer District No. 5”.

*Whereas*, K.S.A. 12-2908 provides that any municipality may contract with any other municipality, county or township to perform any governmental service, activity or undertaking which each contracting municipality, county and township is authorized by law to perform; and

***NOW THEREFORE***, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

**Section 1.**     **Recitals.** The recitals are hereby incorporated by reference as if fully set forth herein.

**Section 2.**     **Authority.** Pursuant to K.S.A. 12-2908, the parties hereto enter into this Contract as authorized by the Governing Body of the City of Basehor, Kansas, and the Board of

County Commissioners of the County of Leavenworth, Kansas, for the purposes set forth below.

**Section 3. Purposes.** The purposes for which the parties enter into this contract are to cause certain improvements to be made to 155<sup>th</sup> Street as it lies within the boundaries of the City (“155<sup>th</sup> Street Project”, or “project”), assign responsibility for the maintenance of certain streets in or bordering the City and to specify the waiver by the City of connection fees for the incorporation of the facilities of Sewer District No. into the wastewater treatment facilities of the City (“Ginger Creek Project”).

**Section 4. Terms and Conditions.** Under terms of this Contract, the City and the County agree to the following:

**A. 155<sup>TH</sup> Street Project.**

(1) The City shall cause to be prepared an engineered design plan for the construction of the 155<sup>th</sup> Street Project, place the project for public bid and select the contractor for the project. The city shall be responsible for all aspects of the construction of said project to include, but not be limited to, the design of the project, the acquisition of all necessary easements and right of way for the construction of the project, the extension of city utility services and other necessary utility services to the project area, the selection of a contractor for the project and the supervision of the contractor through the full completion of the project and final acceptance of the project by the city. The city represents that it has secured, or will secure, sufficient funding for its share of the cost of the project. A conceptual plan for the project is attached hereto as Exhibit “A”.

(2) The City shall submit an RFP or request for bids to the County to review prior to issuance. The County shall move with all expediency to review and return comments to the City. The parties agree to work in good faith to resolve any concerns with the specifications prior to the issuance of the RFP or request for bids.

(3) The City shall advertise for any RFP or bids for each phase of the project for the improvement for a time period of not less than 30 days and award and manage the contracts and processes related to the project. The City shall comply with all applicable state and federal laws, rules and regulations in the bidding process for the project.

(4) The County shall contribute funding in an amount not to exceed \$2,000,000.00 toward the project, subject to the County receiving 100% of the grant funds currently identified under the American Rescue Plan Act. The County shall exercise due diligence in its efforts to obtain such funding. The funding for the project to be contributed by the County shall be paid to the City upon the final acceptance of the project by the city and shall be subject to adjustments as provided for herein.

(a) Upon final acceptance of the project by the City, the City shall present to the County an accounting of the cost of the project, less those items listed in Section A. (1) of this contract.

(b) Subject to the limitations set forth herein, the County shall pay up to \$2,000,000.00 but not to exceed 50% of project costs not eligible for other grant funding. Only storm water and waste water improvements associated with this project shall be eligible as reimbursable costs.

**B. Responsibility of the City for the future maintenance of certain streets in or bordering the City.**

- (1) Prior to the release by the County of any funding for the 155<sup>th</sup> Street Project the City and County shall enter into an agreement specifying the maintenance responsibilities of the parties for certain streets lying within or bordering the boundaries of the City and currently maintained by the County.
- (2) The maintenance responsibilities of the parties specified in the agreement provided for herein shall include, but not be limited to, the repair and reconstruction of the streets, maintenance of required signage and snow removal.

**C. Waiver by the City of connection fees for Sewer District No. 5 (“Ginger Creek Project”).**

- (1) At such time as the County connects Sewer District No. 5 to City facilities that City agrees to waive all connection fees.

**Section 5. Contingency.**

Both the County and the City agree that if the 155<sup>th</sup> Street project is not under contract for construction within 18 months of the date of entry into this contract by the parties any funding obligation of duty of the County for said project shall terminate.

**Section 6. Termination.** Once the Contract has been approved by both parties, the parties may not terminate the contract unless mutually agreed upon in writing. Provided that the City may elect to terminate the 155<sup>th</sup> Street Project at any time and at its sole discretion. The act of the City in electing to terminate the 155<sup>th</sup> Street Project shall not serve to terminate the other terms of this contract.

**Section 7. Approval.**

- A. This Contract is effective upon being signed by the appropriate representatives of the City and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

B. Each of the parties warrants and represents by the execution of this Contract, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Contract by such party has been authorized by resolution duly adopted by its governing body, and that this Contract constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

**Section 8. Applicable Law.** This Contract shall be governed and interpreted in accordance with the laws of the State of Kansas.

**Section 9. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Contract should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Contract, which shall remain in full force and effect; and to this end the provisions of this Contract are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Contract are severable.

**Section 10. Contract.** This Contract is entered into between the City and the County pursuant to K.S.A. 12-2908 as a Contract and shall be construed as such under the laws of the state of Kansas. Each party represents that full and adequate consideration necessary to affect the creation of a contract between them exists under the terms of this contract.

**Section 11. Time of the Essence.** In discharging the duties and obligations set forth in this contract each party shall act to promptly undertake such official acts as are necessary on their respective parts in order to discharge those duties and obligations.

**Section 12. Full Agreement.** The parties agree that the terms set forth in this contract constitutes the entirety of the agreement between them and that all other writings and representations outside of this agreement are null and void.

**Section 13. Amendment.** The terms of this agreement may be amended or modified upon the agreement by the parties. Any such amendment or modification shall be reduced to writing and adopted by the parties in the same manner as this agreement. No amendment or modification to this agreement shall have force or effect unless so adopted.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Contract to be executed and made effective as of the date when fully executed herein.

**ON BEHALF OF LEAVENWORTH COUNTY, KANSAS.**

This Contract is approved as authorized by the Board of Commissioners of the County of Leavenworth, Kansas, and the board of directors of Sewer District No. 5 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Mike Smith, Chair, Board of County Commissioners



Chair, Board of Directors of Sewer District No. 5

Attest:

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

**ON BEHALF OF THE CITY OF BASEHOR, KANSAS.**

This Contract is approved as authorized by the Governing Body of the City of Basehor, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor, City of Basehor

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
City Clerk

\*\*\*\*\*April 27, 2022\*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, April 27, 2022. Commissioner Culbertson, Commissioner Kaaz and Commissioner Doug Smith are present; Commissioner Stieben is present by phone; Commissioner Mike Smith is absent; Mark Loughry, County Administrator is absent; Also present: David Van Parys, Senior County Counselor; Krystal Voth, Planning and Zoning Director; Jamie Miller, EMS/Health Dept. Director; Jamie VanHouten, Community Corrections Director; Bob Weber, County Appraiser; John Richmeier, Leavenworth Times

Residents: AW Himpel, Dennis Taylor, Paul and Janice Scott, Janis Camerlinck, Joe Herring, Oscar Avila, Stephen and Kathleen Reynolds, Jim Lockerby, Angie Erickson, Chance Hinds, Noe Marquez, Stacy Defries

**PUBLIC COMMENT:**

Janice Camerlinck and Janis Scott commented on an agenda item.

**ADMINISTRATIVE BUSINESS:**

Commissioner Culbertson requested a work session to discuss paving roads in the north end of the County.

Commissioner Doug Smith requested the agreement with the city of Basehor on 155<sup>th</sup> Street be placed on the agenda for next week.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to accept the consent agenda for Wednesday, April 27, 2022 as presented.***

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

Jamie VanHouten requested approval of the application of FY23 Adult and Juvenile Comprehensive Plans.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve the 2023 Adult and Juvenile Comprehensive Plans.***

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

Krystal Voth presented Case Number DEV-22-036, a temporary special use permit for Avila Charro Rodeo.

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to not approve Case Number DEV-22-039 temporary special use permit for Avila Charro Rodeo located on Cantrell Road and recommend they move their rodeo elsewhere.***

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

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

Bob Weber presented the quarterly report for the Appraiser's office.

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

Commissioner Culbertson will attend the Republican Townhall and will help with a fundraiser for Council on Aging on July 16.

Commissioner Kaaz attended the KCATA orientation, the Workforce Partnership meeting and the Leavenworth City Commission meeting.

*A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to adjourn.*

*Motion passed, 3-0.*

The Board adjourned at 10:11 a.m.

Draft

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, May 9, 2022**

**Tuesday, May 10, 2022**

**Wednesday, May 11, 2022**

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

**Thursday, May 12, 2022**

12:00 p.m.      LCDC meeting

**Friday, May 13, 2022**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	327442	98199 AP	04/28/2022	2-001-5-53-215	4013-01994 UNIFORM RENTAL	80.08	
20588	ADVANTAGE	ADVANTAGE PRINTING	327443	98200 AP	04/28/2022	2-001-5-07-303	648 BUSINESS CARDS	195.00	
1964	ALL STATEFIRE EQUIP	ALL STATE FIRE EQUIPMENT	327357	98115 AP	04/27/2022	2-001-5-07-208	INSPECTION/SVC FIRE SUPPRESSIO	399.09	
21036	ARROWHEAD	ARROWHEAD SCIENTIFIC INC	327444	98201 AP	04/28/2022	2-001-5-07-251	113695 EVIDENCE SUPPLIES	339.42	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	80.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	80.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	90.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	90.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	85.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	327360	98118 AP	04/27/2022	2-001-5-33-266	INV 480417 3/11/22 CUSHING INS	80.00	
							*** VENDOR		
							104 TOTAL		505.00
283	BUSETTI ROBERT	ROBERT BUSETTI	327361	98119 AP	04/27/2022	2-001-5-07-219	MONTHLY FEE FOR DENTIST - INMA	350.00	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	327362	98120 AP	04/27/2022	2-001-5-07-213	SHERIFF - 2268 REPAIR UNIT 117	471.43	
24545	CDW GOVERN	CDW GOVERNMENT INC	327448	98205 AP	04/28/2022	2-001-5-21-300	3773122 ELC2 PRINTERS	549.99	
28531	COMMENCO I	COMMENCO INC	327449	98206 AP	04/28/2022	2-001-5-07-365	17792 REPAIR OF PAGER	52.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-01-202	BOCC KCCA CONF, SALES TAX REFU	517.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-01-308	BOCC KCCA CONF, SALES TAX REFU	8.91-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-02-202	KLASINSKI:CONFERENCE,SHIRTS	253.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-02-212	IRON MOUNTAIN SHREDDING	32.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-02-301	ELECTION, CLERK	35.00-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-04-202	ROD POSTAGE,KSU TRAINING	30.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-04-302	ROD POSTAGE,KSU TRAINING	116.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-202	EMS:MAINT,LICENSE,UNIFORMS+	55.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-203	EMS:MAINT,LICENSE,UNIFORMS+	420.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-210	AT&T FIRSTNET WIRELESS - EMS	264.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-215	WASTE MGMT - EMS 9102 DUMPSTER	152.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-216	EMS - FIELD/OFC SUPPLY,RED WAS	785.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-280	4-22 MIDWEST MOBILE RADIO	402.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-281	EMS:MAINT,LICENSE,UNIFORMS+	993.35	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-282	EMS - FIELD/OFC SUPPLY,RED WAS	346.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-283	EMS - FIELD/OFC SUPPLY,RED WAS	275.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-284	EMS:MAINT,LICENSE,UNIFORMS+	119.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-301	EMS:MAINT,LICENSE,UNIFORMS+	154.07	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-301	EMS:MAINT,LICENSE,UNIFORMS+	101.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-301	EMS - FIELD/OFC SUPPLY,RED WAS	1,514.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-306	EMS:MAINT,LICENSE,UNIFORMS+	337.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-306	EMS:MAINT,LICENSE,UNIFORMS+	179.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-350	EMS:MAINT,LICENSE,UNIFORMS+	274.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-350	EMS - FIELD/OFC SUPPLY,RED WAS	224.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-381	EMS:MAINT,LICENSE,UNIFORMS+	45.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-381	EMS:MAINT,LICENSE,UNIFORMS+	20.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-381	EMS - FIELD/OFC SUPPLY,RED WAS	8,986.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-05-383	EMS:MAINT,LICENSE,UNIFORMS+	408.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-216	AT&T MOBILITY - PLANNING MIFI	14.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-220	FLEETHOSTER/MAY SERVICE	38.00-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-220	FLEETHOSTER/MAY SERVICE	19.00-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-222	FLEETHOSTER/MAY SERVICE	38.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-222	FLEETHOSTER/MAY SERVICE	38.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-06-222	FLEETHOSTER/MAY SERVICE	19.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-202	TNG,PRISONER HEALTH,FUEL+	3,879.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-208	WASTE MMT - DUMPSTER AT SHERIF	504.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-208	4-22 MIDWEST MOBILE RADIO	1,640.00	

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#							
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-210	AT&T SHERIFF MONTHLY		245.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-210	AT&T SHERIFF 4728		46.23		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-213	TNG, PRISONER HEALTH, FUEL+		23.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-213	SHERIFF:TECH, VEH/JAIL MAINT, SH		269.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-218	TNG, PRISONER HEALTH, FUEL+		318.15		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-219	TNG, PRISONER HEALTH, FUEL+		964.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-219	TNG, PRISONER HEALTH, FUEL+		689.60		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-301	SHERIFF:TECH, VEH/JAIL MAINT, SH		245.67		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-303	TNG, PRISONER HEALTH, FUEL+		88.31		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-305	SHERIFF:TECH, VEH/JAIL MAINT, SH		169.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-350	TNG, PRISONER HEALTH, FUEL+		51.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-353	TNG, PRISONER HEALTH, FUEL+		86.40		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-356	TNG, PRISONER HEALTH, FUEL+		62.47		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-357	SHERIFF:TECH, VEH/JAIL MAINT, SH		128.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-359	TNG, PRISONER HEALTH, FUEL+		206.14		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-359	SHERIFF:TECH, VEH/JAIL MAINT, SH		213.77		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-360	TNG, PRISONER HEALTH, FUEL+		68.75		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-360	SHERIFF:TECH, VEH/JAIL MAINT, SH		72.03		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-362	TNG, PRISONER HEALTH, FUEL+		6.54		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-07-362	SHERIFF:TECH, VEH/JAIL MAINT, SH		532.87		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-11-202	CO ATTY:TRAINING, LODGING		293.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-11-205	KTAG EXPENSES - COUNTY ATTORNE		3.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-11-253	FLEETHOSTER/MAY SERVICE		19.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-11-301	CO ATTY OFFICE SUPPLIES (THEIS		1,271.64		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-14-234	QUADIENT PMT 6 OF 15 POSTAGE M		741.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-14-247	IRON MOUNTAIN SHREDDING		29.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-14-301	AMAZON - LABELS FOR MAILROOM, K		25.75		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-14-332	TNG, PRISONER HEALTH, FUEL+		65.44		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-18-213	4-22 MIDWEST MOBILE RADIO		900.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-18-213	AT&T SERVICES FOR ALARMS		1,373.49		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-19-213	KACSO LODGING (TW)		1,001.94		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-19-213	LODGING KACSO CONF, OFFICE SUP		1,225.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-19-220	IRON MOUNTAIN SHREDDING		159.20		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-19-301	LODGING KACSO CONF, OFFICE SUP		63.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-19-301	DIST CT OFFICE SUPPLIES (JC)		125.40		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-28-215	HR TRAINING, REPORTS, JOB POSTI		314.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-28-216	HR TRAINING, REPORTS, JOB POSTI		449.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-28-301	IRON MOUNTAIN SHREDDING		14.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-230	FLEETHOSTER/MAY SERVICE		59.85		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-290	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		1,703.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-291	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		385.82		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-293	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		324.85		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-297	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		65.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-312	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		950.35		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-312	TOMLIN, CTHSE/JC MATERIAL, EMS		23.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-312	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		521.02		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-313	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		41.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-313	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		45.06		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-314	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		382.05		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-315	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		63.29		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-316	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		16.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-316	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		862.90		

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-317	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		124.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-317	TOMLIN, CTHSE/JC MATERIAL, EMS		354.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-317	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		749.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-318	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		137.54	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-320	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		165.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-31-390	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		1,025.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-32-280	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		385.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-32-296	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		1,065.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-32-297	BG: TNG, JC, CONTR, SHOP, CTHSE, TRA		388.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-32-391	HERKEN:JC, CTHSE, EMS, SHOP, PARTS		1,681.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-32-391	TOMLIN, CTHSE/JC MATERIAL, EMS		379.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-41-201	APPRAISER COMPUTER/OFFICE SUPP		302.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-41-271	FLEETHOSTER/MAY SERVICE		138.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-41-301	APPRAISER COMPUTER/OFFICE SUPP		40.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-41-371	APPRAISER COMPUTER/OFFICE SUPP		968.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-42-286	4-219 ARCGIS DESKTOPEXTENSIONS		7,500.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-49-301	AMAZON - ELECTION SUPPLIES		19.32	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-49-301	AMAZON - ELECTION SUPPLIES		22.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-49-301	AMAZON - LABELS FOR MAILROOM, K		48.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-49-301	AMAZON - ELECTION SUPPLIES: ADA		54.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-49-301	ELECTION, CLERK		199.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-202	NOX WEED TNG, LODGING, TESTS, OFF		937.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-202	NOX WEED TNG, LODGING, TESTS, OFF		225.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-217	NOX WEED TNG, LODGING, TESTS, OFF		82.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-220	FLEETHOSTER/MAY SERVICE		118.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-301	NOX WEED TNG, LODGING, TESTS, OFF		169.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-001-5-53-306	NOX WEED TNG, LODGING, TESTS, OFF		626.93	
							*** VENDOR	648 TOTAL		58,968.90
24000	CUSTOM EARPIECE	CUSTOM EARPIECE	327450	98207 AP	04/28/2022	2-001-5-07-353	116334/ID#5581 POLICE RADIO EQ		575.17	
21300	DIST CT EMPL REIMB	CHRISTINA DOUTHITT	327451	98208 AP	04/28/2022	2-001-5-19-213	PER DIEM - KACSO CONF + MILEAG		30.00	
21300	DIST CT EMPL REIMB	CHRISTINA DOUTHITT	327451	98208 AP	04/28/2022	2-001-5-19-213	PER DIEM - KACSO CONF + MILEAG		26.00	
21300	DIST CT EMPL REIMB	CHRISTINA DOUTHITT	327451	98208 AP	04/28/2022	2-001-5-19-213	PER DIEM - KACSO CONF + MILEAG		128.70	
21300	DIST CT EMPL REIMB	AMBER ABLES	327452	98209 AP	04/28/2022	2-001-5-19-213	PER DIEM - KACSO CONF		30.00	
21300	DIST CT EMPL REIMB	AMBER ABLES	327452	98209 AP	04/28/2022	2-001-5-19-213	PER DIEM - KACSO CONF		26.00	
21300	DIST CT EMPL REIMB	JOE MCSORLEY	327453	98210 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	JOE MCSORLEY	327453	98210 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	LINDA HUGGINS	327454	98211 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	LINDA HUGGINS	327454	98211 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	MEA ANDERSON	327455	98212 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	MEA ANDERSON	327455	98212 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	MEA ANDERSON	327455	98212 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		128.70	
21300	DIST CT EMPL REIMB	MOLLIE ATHON	327456	98213 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	MOLLIE ATHON	327456	98213 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	NICK JACKSON	327457	98214 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	NICK JACKSON	327457	98214 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	PAIGE ROTHWELL	327458	98215 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	PAIGE ROTHWELL	327458	98215 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
21300	DIST CT EMPL REIMB	TOM WEISHAAR	327459	98216 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		30.00	
21300	DIST CT EMPL REIMB	TOM WEISHAAR	327459	98216 AP	04/28/2022	2-001-5-19-213	PER DIEM KACSO CONF MANHATTAN		26.00	
							*** VENDOR	21300 TOTAL		761.40
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	327460	98217 AP	04/28/2022	2-001-5-42-301	28927 36X300 PAPER FOR GIS		202.05	
86	EVERGY	EVERGY KANSAS CENTRAL INC	327364	98128 AP	04/27/2022	2-001-5-05-215	ELEC SVC EMS ADMIN		641.93	





TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL		4,052.38
1842	KONE INC	KONE INC	327426	98190 AP	04/27/2022	2-001-5-31-220	N04131062 ELEVATOR MAINTENANCE		129.86	
1842	KONE INC	KONE INC	327426	98190 AP	04/27/2022	2-001-5-32-262	N04131062 ELEVATOR MAINTENANCE		519.46	
							*** VENDOR	1842 TOTAL		649.32
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	327472	98229 AP	04/28/2022	2-001-5-07-266	MARCH 2022 PER CONTRACT		1,312.50	
28529	LEADSONLINE LLC	LEADSONLINE LLC	327428	98192 AP	04/27/2022	2-001-5-07-208	LEAVEN DATABASE CONTRACT TO 6.		3,916.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-301	JAIL EXPENSE,OFFICE SUPPLIES		46.81	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		89.74-	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		337.48	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		270.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		4,899.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		55.56	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		223.53	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		181.50-	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		602.40	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		365.46	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-07-359	JAIL EXPENSE,OFFICE SUPPLIES		131.07	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-001-5-19-301	DIST CT CSO OFFICE SUPPLIES		824.89	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
						*** VENDOR		4755 TOTAL		7,484.96
537	LEAV TIMES	CHERRYROAD MEDIA INC	327474	98231 AP	04/28/2022	2-001-5-19-217	24156 LEGAL NOTICE 2020JC010 4		42.34	
537	LEAV TIMES	CHERRYROAD MEDIA INC	327474	98231 AP	04/28/2022	2-001-5-19-217	24156 LEGAL NOTICE 2020JC121 4		40.74	
537	LEAV TIMES	CHERRYROAD MEDIA INC	327474	98231 AP	04/28/2022	2-001-5-53-216	21258 GENERAL NOTICE TO CONTRO		33.16	
						*** VENDOR		537 TOTAL		116.24
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	327476	98233 AP	04/28/2022	2-001-5-01-201	OPK595_K COPIES		441.21	
2666	MISC REIMBURSEMENTS	AUSTIN FEAGANS	327477	98234 AP	04/28/2022	2-001-5-07-205	REIM MILEAGE IT MEETUPS		38.61	
483	MISSOURI MUNICIPAL	MISSOURI MUNICIPAL LEAGUE	327429	98193 AP	04/27/2022	2-001-5-28-216	68230947 JOB POSTING - HR DIRE		90.00	
7098	QUILL CORP	QUILL CORP	327482	98239 AP	04/28/2022	2-001-5-01-301	BOCC SUPPLIES 6310540		207.95	
7098	QUILL CORP	QUILL CORP	327482	98239 AP	04/28/2022	2-001-5-07-301	SHERIFF ACCT 8333027 JAIL & OF		96.28	
7098	QUILL CORP	QUILL CORP	327482	98239 AP	04/28/2022	2-001-5-07-359	SHERIFF ACCT 8333027 JAIL & OF		66.86	
						*** VENDOR		7098 TOTAL		371.09
1888	RIOUX,BENJAMIN JAMES	BENJAMIN JAMES RIOUX	327483	98240 AP	04/28/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY		3,000.00	
576	SAFE RESTRAINTS	SAFE RESTRAINTS, INC	327484	98241 AP	04/28/2022	2-001-5-07-353	WRAP SAFETY RESTRAINT (SHF)		4,093.12	
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	327486	98243 AP	04/28/2022	2-001-5-32-280	JC 176SQ FT, COURT SERVICES		4,838.24	
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	327486	98243 AP	04/28/2022	2-001-5-32-280	JC 176SQ FT, COURT SERVICES		2,047.08	
						*** VENDOR		1717 TOTAL		6,885.32
6148	SHERIFF	LEAV CO SHERIFF DEPT	327487	98244 AP	04/28/2022	2-001-5-07-218	FUEL REIMB, MEAL REIM(INMATE T		61.13	
6148	SHERIFF	LEAV CO SHERIFF DEPT	327487	98244 AP	04/28/2022	2-001-5-14-332	FUEL REIMB, MEAL REIM(INMATE T		40.01	
						*** VENDOR		6148 TOTAL		101.14
266	ST LUKES PHYS	SAINT LUKES PHYSICIANS GROUP I	327488	98245 AP	04/28/2022	2-001-5-07-219	INMATE MEDICAL BILL		75.45	
6909	UNIV KS CONTINUING	UNIVERSITY OF KANSAS LIFELONG	327491	98248 AP	04/28/2022	2-001-5-09-202	CLE CLASSES		395.00	
6909	UNIV KS CONTINUING	UNIVERSITY OF KANSAS LIFELONG	327491	98248 AP	04/28/2022	2-001-5-09-202	CLE CLASSES		395.00	
						*** VENDOR		6909 TOTAL		790.00
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-01-302	MARCH POSTAGE - LEGAL/BOCC		14.31	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-02-302	MARCH POSTAGE HR,ELECTION,CTHS		.53	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-03-302	CO TREAS POSTAGE MAR		742.55	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-04-302	MARCH POSTAGE - ROD		3.48	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-05-302	MARCH POSTAGE EMS		341.86	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-06-302	MARCH POSTAGE PLANNING/ZONING		35.51	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-07-302	MARCH POSTAGE - SHERIFF		239.47	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-09-232	MARCH POSTAGE - LEGAL/BOCC		29.15	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-11-302	MARCH POSTAGE CO ATTY		637.02	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-14-302	MARCH POSTAGE HR,ELECTION,CTHS		32.98	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-14-302	MARCH POSTAGE HR,ELECTION,CTHS		491.29	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-19-302	DIST CT (LESS SPOILED POSTAGE)		3,241.14	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-19-302	DIST CT (LESS SPOILED POSTAGE)		491.29-	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-28-302	MARCH POSTAGE HR,ELECTION,CTHS		56.87	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-41-302	MARCH POSTAGE APPRAISER		1,283.40	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-49-302	MARCH POSTAGE HR,ELECTION,CTHS		166.62	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-001-5-53-301	MARCH POSTAGE NOX WEED		3.71	
						*** VENDOR		575 TOTAL		6,828.60
78	VAN PARYS	DAVID VAN PARYS CO COUNSELOR	327492	98249 AP	04/28/2022	2-001-5-09-205	REIM MILEAGE (CR30 CONDEMNATIO		100.62	
100	WITNESS LIST									
						*** VENDOR		100 TOTAL		205.54
						TOTAL FUND 001				130,606.13

warrants by vendor

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#								
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-202	HEALTH TNG, CONTR, SUPLIES, PP, PH		575.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-213	HEALTH TNG, CONTR, SUPLIES, PP, PH		56.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-219	AT&T MOBILITY - HEALTH DEPT		164.77		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-219	HEALTH TNG, CONTR, SUPLIES, PP, PH		232.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-280	HEALTH TNG, CONTR, SUPLIES, PP, PH		1,401.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-301	HEALTH TNG, CONTR, SUPLIES, PP, PH		583.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-380	HEALTH TNG, CONTR, SUPLIES, PP, PH		225.92		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-384	HEALTH TNG, CONTR, SUPLIES, PP, PH		610.14		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-601	4-22 MIDWEST MOBILE RADIO		75.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-601	HEALTH TNG, CONTR, SUPLIES, PP, PH		275.94		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-606	HEALTH TNG, CONTR, SUPLIES, PP, PH		465.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-108-5-00-610	HEALTH TNG, CONTR, SUPLIES, PP, PH		1,170.72		
									*** VENDOR	648 TOTAL	5,836.92
86	EVERGY	EVERGY KANSAS CENTRAL INC	327364	98128 AP	04/27/2022	2-108-5-00-219	WIC/HEALTH ELEC SVC		481.45		
86	EVERGY	EVERGY KANSAS CENTRAL INC	327364	98128 AP	04/27/2022	2-108-5-00-606	WIC/HEALTH ELEC SVC		160.48		
									*** VENDOR	86 TOTAL	641.93
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	327427	98191 AP	04/27/2022	2-108-5-00-280	PRENATAL CLINICAL SERVICES APR		1,800.00		
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	327427	98191 AP	04/27/2022	2-108-5-00-280	PRENATAL CLINICAL SERVICES APR		1,800.00		
									*** VENDOR	1629 TOTAL	3,600.00
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-108-5-00-302	MARCH POSTAGE HEALTH, WIC		31.27		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-108-5-00-606	MARCH POSTAGE HEALTH, WIC		131.88		
									*** VENDOR	575 TOTAL	163.15
									TOTAL FUND 108		10,242.00
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24545	CDW GOVERN	CDW GOVERNMENT INC	327448	98205 AP	04/28/2022	2-118-5-00-405	FUSER KIT, DESK STAND CO TREA		792.42		
24545	CDW GOVERN	CDW GOVERNMENT INC	327448	98205 AP	04/28/2022	2-118-5-00-405	FUSER KIT, DESK STAND CO TREA		83.11		
									*** VENDOR	24545 TOTAL	875.53
									TOTAL FUND 118		875.53
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24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	327358	98116 AP	04/27/2022	2-121-5-00-2	4TH QUARTER DISTRIBUTION		32,755.52		
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	327358	98116 AP	04/27/2022	2-121-5-00-2	4TH QUARTER DISTRIBUTION		125.00		
									*** VENDOR	24553 TOTAL	32,880.52
									TOTAL FUND 121		32,880.52
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-123-5-00-301	COMM CORR COMMUNICAITONS, SUPPL		220.78		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-123-5-00-301	COMM CORR PARENT PROJECT BOOKS		478.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-123-5-00-301	COMM CORR PARENT PROJECT BOOKS		6.91		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-123-5-00-301	COMM CORR PARENT PROJECT BOOKS		94.43		
									*** VENDOR	648 TOTAL	800.62
									TOTAL FUND 123		800.62
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-126-5-00-210	COMM CORR COMMUNICAITONS, SUPPL		40.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-126-5-00-221	FLEETHOSTER/MAY SERVICE		19.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-126-5-00-225	IRON MOUNTAIN SHREDDING		14.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-126-5-00-321	COMM CORR COMMUNICAITONS, SUPPL		62.13		
									*** VENDOR	648 TOTAL	137.07
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-126-5-00-210	MARCH POSTAGE COMM CORR		60.47		
									TOTAL FUND 126		197.54
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-127-5-00-3	NFM-FRIDGE, OFFICE FURNITURE, M		516.34		
									TOTAL FUND 127		516.34

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
5345	B & D RADI	B & D RADIATOR	327359	98117 AP	04/27/2022	2-133-5-00-360	4-36	STORM CLEAN- REPLACE COOL	300.00
484	BEST-ONE FLEET	BEST-ONE FLEET SERVICES OF ST	327445	98202 AP	04/28/2022	2-133-5-00-309	4-37	0170016 TIRES	959.04
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	327447	98204 AP	04/28/2022	2-133-5-00-303	4-38	430742 ROAD SEAL	2,308.01
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	327447	98204 AP	04/28/2022	2-133-5-00-303	4-38	430742 ROAD SEAL	2,371.83
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	327447	98204 AP	04/28/2022	2-133-5-00-303	4-48	430742 ROAD SEAL	13,885.30
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	327447	98204 AP	04/28/2022	2-133-5-00-303	4-57	430742 ROAD SEAL	2,536.69
								*** VENDOR 117 TOTAL	21,101.83
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-201	4-33	FUEL,CABLE KIT,PARTS,TVL,	2,564.40
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-203	4-33	FUEL,CABLE KIT,PARTS,TVL,	69.29
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-207	4-22	MIDWEST MOBILE RADIO	395.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-207	4-34	PW, URBAN, EVANS, AREVALO	1,821.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-208	4-34	PW, URBAN, EVANS, AREVALO	200.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-209	4-34	PW, URBAN, EVANS, AREVALO	165.83
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-210	4-1	AT&T MOBILITY PW/ADMIN	105.42
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-210	4-1	AT&T MOBILITY PW/ADMIN	431.36
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-211	4-34	PW, URBAN, EVANS, AREVALO	1,762.56
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-214	4-34	PW, URBAN, EVANS, AREVALO	225.36
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-301	4-34	PW, URBAN, EVANS, AREVALO	1,389.99
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-301	4-34	PW, URBAN, EVANS, AREVALO	46.95
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-304	4-33	FUEL,CABLE KIT,PARTS,TVL,	200.04
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-309	4-34	PW, URBAN, EVANS, AREVALO	275.18
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-310	4-34	PW, URBAN, EVANS, AREVALO	172.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-311	4-34	PW, URBAN, EVANS, AREVALO	191.89
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-312	4-34	PW, URBAN, EVANS, AREVALO	501.85
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-326	4-33	FUEL,CABLE KIT,PARTS,TVL,	699.94
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-360	4-34	PW, URBAN, EVANS, AREVALO	15.05
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-360	4-34	PW, URBAN, EVANS, AREVALO	214.47
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-360	4-34	PW, URBAN, EVANS, AREVALO	2,571.27
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-360	4-33	FUEL,CABLE KIT,PARTS,TVL,	690.90
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-363	4-33	FUEL,CABLE KIT,PARTS,TVL,	195.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-364	4-34	PW, URBAN, EVANS, AREVALO	86.82
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-364	4-33	FUEL,CABLE KIT,PARTS,TVL,	189.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-364	4-33	FUEL,CABLE KIT,PARTS,TVL,	398.51
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-365	4-34	PW, URBAN, EVANS, AREVALO	192.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-365	4-34	PW, URBAN, EVANS, AREVALO	215.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-133-5-00-440	4-34	PW, URBAN, EVANS, AREVALO	1,207.71
								*** VENDOR 648 TOTAL	17,198.87
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	327460	98217 AP	04/28/2022	2-133-5-00-207	4-39	28927 SVC CALL DESIGNJET	531.75
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	327462	98219 AP	04/28/2022	2-133-5-00-207	4-49	016993 FUEL FILTER 14-03	182.13
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-318	4-58	300467 ROCK, DUST CONTROL	371.84
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-318	4-58	300467 ROCK, DUST CONTROL	2,137.79
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-40	300467 ROCK	219.38
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-40	300467 ROCK	408.38
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-40	300467 ROCK	522.34
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-40	300467 ROCK	363.10
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-40	300467 ROCK	487.11
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-58	300467 ROCK, DUST CONTROL	255.37
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-58	300467 ROCK, DUST CONTROL	4,017.20
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-58	300467 ROCK, DUST CONTROL	240.43
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-50	300467 ROCK	810.26
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-50	300467 ROCK	287.21
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-50	300467 ROCK	164.81

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-50 300467 ROCK	1,432.36	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-133-5-00-361	4-50 300467 ROCK	207.95	
								*** VENDOR 434 TOTAL	11,925.53
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	327468	98225 AP	04/28/2022	2-133-5-00-310	4-51 74217 DRUM MOUNTS	781.34	
191	HOME DEPOT	HOME DEPOT USA	327470	98227 AP	04/28/2022	2-133-5-00-312	4-41 1111680 SCOTT RAGS	108.19	
191	HOME DEPOT	HOME DEPOT USA	327470	98227 AP	04/28/2022	2-133-5-00-312	4-55 1111680 BATTERIES, SHOVEL	51.54	
								*** VENDOR 191 TOTAL	159.73
2016	KACS	KANSAS ASSN OF COUNTY SURVEYOR	327471	98228 AP	04/28/2022	2-133-5-00-201	4-59 10 ANNUAL KS ASSOC CO SUR	80.00	
8466	KDHE PERMITS	KANSAS DEPT OF HEALTH & ENVIRO	327425	98189 AP	04/27/2022	2-133-5-00-209	INDUSTRIAL STORMWATER PERMIT T	60.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-42 95988 BRAKES, DRUMS+	398.20	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-42 95988 BRAKES, DRUMS+	386.24-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-42 95988 BRAKES, DRUMS+	1,980.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-42 95988 BRAKES, DRUMS+	476.82	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-52 95988 BRAKE KIT,VALVE CHE	189.48	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	327475	98232 AP	04/28/2022	2-133-5-00-360	4-52 95988 BRAKE KIT,VALVE CHE	161.96	
								*** VENDOR 232 TOTAL	2,820.22
483	MISSOURI MUNICIPAL	MISSOURI MUNICIPAL LEAGUE	327429	98193 AP	04/27/2022	2-133-5-00-208	4-43 ACCT 68230947 JOB AD - PR	90.00	
24	NATIONAL SIGN	NATL SIGN CO INC	327478	98235 AP	04/28/2022	2-133-5-00-363	4-56 KSCLEA SIGN MATERIAL	33,445.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	327480	98237 AP	04/28/2022	2-133-5-00-309	4-44 1960724 TIRES (LESS CREDI	1,644.52	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	327480	98237 AP	04/28/2022	2-133-5-00-309	4-44 1960724 TIRES (LESS CREDI	642.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	327480	98237 AP	04/28/2022	2-133-5-00-309	4-44 1960724 TIRES (LESS CREDI	100.00-	
								*** VENDOR 1123 TOTAL	2,186.52
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	327481	98238 AP	04/28/2022	2-133-5-00-360	4-45 8052255000 GASKETS, SHACL	109.60	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	327481	98238 AP	04/28/2022	2-133-5-00-360	4-45 8052255000 GASKETS, SHACL	1,459.07	
								*** VENDOR 418 TOTAL	1,568.67
4324	SALISBURY	SALISBURY SUPPLY CO INC	327485	98242 AP	04/28/2022	2-133-5-00-364	4-53 LEAVENCORD COOLERS, GATOR	366.47	
10703	TIRE TOWN	TIRE TOWN	327489	98246 AP	04/28/2022	2-133-5-00-309	4-46 ROLOFF SCRAP	500.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-133-5-00-301	4-7 MARCH POSTAGE PUBLIC WORKS	23.32	
347	WINTER EQUIPMENT	WINTER EQUIPMENT COMPANY INC	327494	98251 AP	04/28/2022	2-133-5-00-360	4-47 CNTYLEAVENWORTH HAMMERHEA	3,165.08	
347	WINTER EQUIPMENT	WINTER EQUIPMENT COMPANY INC	327494	98251 AP	04/28/2022	2-133-5-00-360	4-47 CNTYLEAVENWORTH HAMMERHEA	3,165.08	
								*** VENDOR 347 TOTAL	6,330.16
2007	WIRENUTS	WIRENUTS	327495	98252 AP	04/28/2022	2-133-5-00-207	4-54 3 MONTH MONITORING NOX WE	179.70	
								TOTAL FUND 133	100,790.28
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-203	IRON MOUNTAIN SHREDDING	7.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-206	COMM CORR COMMUNICAITONS,SUPPL	40.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-221	FLEETHOSTER/MAY SERVICE	19.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-223	IRON MOUNTAIN SHREDDING	7.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-237	COMM CORR PARENT PROJECT BOOKS	40.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-238	NFM-FRIDGE,OFFICE FURNITURE, M	282.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-3	NFM-FRIDGE,OFFICE FURNITURE, M	40.32	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-301	NFM-FRIDGE,OFFICE FURNITURE, M	111.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-301	COMM CORR COMMUNICAITONS,SUPPL	104.83	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-321	NFM-FRIDGE,OFFICE FURNITURE, M	111.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-136-5-00-321	COMM CORR COMMUNICAITONS,SUPPL	104.83	
								*** VENDOR 648 TOTAL	870.59
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-136-5-00-301	MARCH POSTAGE JUV COMM CORR	6.88	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-136-5-00-321	MARCH POSTAGE JUV COMM CORR	6.89	
								*** VENDOR 575 TOTAL	13.77
								TOTAL FUND 136	884.36
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-137-5-00-320	4-9 O'RINGS,FILTERS,FITTINGS,B	870.24	

START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-137-5-00-320	4-9 O'RINGS, FILTERS, FITTINGS, B	1,351.40	
							*** VENDOR	648 TOTAL	2,221.64
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	327462	98219 AP	04/28/2022	2-137-5-00-320	4-12 016993 WIPERS, WASHERS, ELE	119.80	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	327462	98219 AP	04/28/2022	2-137-5-00-320	4-12 016993 WIPERS, WASHERS, ELE	451.46	
							*** VENDOR	2588 TOTAL	571.26
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-10 300467 ROCK	8,997.31	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-10 300467 ROCK	9,673.27	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-10 300467 ROCK	6,708.38	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-10 300467 ROCK	4,109.15	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-10 300467 ROCK	4,322.91	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-15 300467 ROCK	2,283.26	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-15 300467 ROCK	2,151.99	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-15 300467 ROCK	869.00	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-15 300467 ROCK	2,654.67	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-15 300467 ROCK	1,447.24	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	950.16	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	2,270.34	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	1,181.27	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	4,442.94	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	5,891.73	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	4,354.88	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	1,841.60	
434	HAMM QUARR	HAMM QUARRIES	327467	98224 AP	04/28/2022	2-137-5-00-312	4-13 300467 ROCK	3,955.21	
							*** VENDOR	434 TOTAL	68,105.31
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	379.79	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	138.17	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	943.17	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	607.63	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	476.59	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	901.61	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	656.06	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	227.39	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	679.36	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	917.97	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	1,120.07	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	1,134.94	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	226.46	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327365	98129 AP	04/27/2022	2-137-5-00-312	4-11 218331 ROCK	606.35	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	1,792.98	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	481.92	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	1,273.06	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	1,397.94	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	242.41	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	959.64	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	474.16	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	1,214.75	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	466.25	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	1,140.84	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-14 218331 ROCK	295.72	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-16 218331 ROCK	1,660.70	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-16 218331 ROCK	1,166.82	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-16 218331 ROCK	679.75	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#							
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-16 218331 ROCK		486.97		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	327469	98226 AP	04/28/2022	2-137-5-00-312	4-16 218331 ROCK		692.99		
							*** VENDOR	369 TOTAL			23,442.46
							TOTAL FUND 137				94,340.67
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-138-5-00-301	COMM CORR COMMUNICAITONS,SUPPL		375.98		
							TOTAL FUND 138				375.98
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-2	CO ON AGING:L&L,TNG,CONTR,VEH		507.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-2	CO ON AGING:L&L,TNG,CONTR,VEH		37.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-2	CO ON AGING:L&L,TNG,CONTR,VEH		150.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-3	CO ON AGING:L&L,TNG,CONTR,VEH		43.36		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-3	CO ON AGING:L&L,TNG,CONTR,VEH		81.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-3	CO ON AGING:L&L,TNG,CONTR,VEH		65.78		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-3	CO ON AGING:L&L,TNG,CONTR,VEH		236.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-144-5-00-3	CO ON AGING:L&L,TNG,CONTR,VEH		351.64		
							*** VENDOR	648 TOTAL			1,473.17
							TOTAL FUND 144				1,473.17
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648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-202	CO ON AGING:L&L,TNG,CONTR,VEH		299.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-208	CO ON AGING:L&L,TNG,CONTR,VEH		268.31		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-210	CO ON AGING:L&L,TNG,CONTR,VEH		40.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-211	CO ON AGING:L&L,TNG,CONTR,VEH		113.65		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-211	CO ON AGING:L&L,TNG,CONTR,VEH		59.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-211	CO ON AGING:L&L,TNG,CONTR,VEH		10.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-213	CO ON AGING:L&L,TNG,CONTR,VEH		80.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-230	FLEETHOSTER/MAY SERVICE		648.30		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-246	IRON MOUNTAIN SHREDDING		55.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-252	CO ON AGING:L&L,TNG,CONTR,VEH		30.71		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-252	CO ON AGING:L&L,TNG,CONTR,VEH		7.20		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-252	CO ON AGING:L&L,TNG,CONTR,VEH		10.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-252	CO ON AGING:L&L,TNG,CONTR,VEH		6.94		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-253	CO ON AGING:L&L,TNG,CONTR,VEH		22.44		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-301	CO ON AGING:L&L,TNG,CONTR,VEH		7.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-305	CO ON AGING:L&L,TNG,CONTR,VEH		15.96		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-306	CO ON AGING:L&L,TNG,CONTR,VEH		26.21		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-306	CO ON AGING:L&L,TNG,CONTR,VEH		161.47		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-750	CO ON AGING:L&L,TNG,CONTR,VEH		188.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-750	CO ON AGING:L&L,TNG,CONTR,VEH		8.81		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-145-5-00-750	CO ON AGING:L&L,TNG,CONTR,VEH		244.29		
							*** VENDOR	648 TOTAL			2,291.05
86	EVERGY	EVERGY KANSAS CENTRAL INC	327461	98218 AP	04/28/2022	2-145-5-00-246	ELEC SVC CO ON AGING		899.90		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-00-253	CO ON AGING VOLUNTEER RECOGNIT		86.04		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-00-255	CO ON AGING VOLUNTEER RECOGNIT		69.30		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES		209.49		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES		648.44		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-05-301	CO ON AGING C1&C2 CONSUMABLES		111.51		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-06-301	CO ON AGING C1&C2 CONSUMABLES		73.06		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-06-321	CO ON AGING C1&C2 CONSUMABLES		109.59		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-07-302	CO ON AGING C1&C2 CONSUMABLES		16.90		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-145-5-07-321	CO ON AGING C1&C2 CONSUMABLES		82.20		
							*** VENDOR	4755 TOTAL			1,406.53



START DATE: 04/23/2022 END DATE: 04/28/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	327476	98233 AP	04/28/2022	2-145-5-00-208	OPK595_K COPIER CONTRACT	324.39	
6601	NUTRI SYST	NUTRI SYSTEMS CORP	327479	98236 AP	04/28/2022	2-145-5-09-200	10' DC EXTENSION CORDS	53.34	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-145-5-00-302	MARCH POSTAGE CO ON AGING	140.57	
							TOTAL FUND 145		5,115.78
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-146-5-00-218	IRON MOUNTAIN SHREDDING	64.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-146-5-00-301	CO TREAS SPECIAL (MV) CONTR OF	413.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-146-5-00-301	CO TREAS SPECIAL (MV) CONTR OF	373.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-146-5-00-301	CO TREAS SPECIAL (MV) CONTR OF	1,973.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-146-5-00-301	CO TREAS SPECIAL (MV) CONTR OF	96.98	
							*** VENDOR 648 TOTAL		2,923.14
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-146-5-00-302	MARHC POSTAGE CO TREAS MOTOR V	1,272.35	
							TOTAL FUND 146		4,195.49
350	TREASURER	LEAVENWORTH COUNTY	327490	98247 AP	04/28/2022	2-147-5-00-2	COUNCIL ON AGING SENIOR PICNIC	1,125.00	
							TOTAL FUND 147		1,125.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-153-5-00-401	FLEETHOSTER/MAY SERVICE	1,061.40	
							TOTAL FUND 153		1,061.40
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-155-5-00-403	FLEETHOSTER/MAY SERVICE	139.65	
							TOTAL FUND 155		139.65
24545	CDW GOVERN	CDW GOVERNMENT INC	327448	98205 AP	04/28/2022	2-160-5-00-263	3773122 LASERJET PRO - TRANSFE	173.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-202	TRANSFER STATION,PPE,HHW,TNG,O	349.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-213	TRANSFER STATION:EQUIP MAINT,O	660.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-215	FLEETHOSTER/MAY SERVICE	58.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-263	TRANSFER STATION,PPE,HHW,TNG,O	131.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-301	TRANSFER STATION:EQUIP MAINT,O	411.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-301	TRANSFER STATION,PPE,HHW,TNG,O	969.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-303	TRANSFER STATION,PPE,HHW,TNG,O	153.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-304	TRANSFER STATION:EQUIP MAINT,O	84.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-160-5-00-305	TRANSFER STATION,PPE,HHW,TNG,O	250.00	
							*** VENDOR 648 TOTAL		3,068.98
10703	TIRE TOWN	TIRE TOWN	327489	98246 AP	04/28/2022	2-160-5-00-207	SCRAP TIRES (TRANSFER STATION)	500.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	327430	98194 AP	04/27/2022	2-160-5-00-201	MARCH POSTAGE TRANSFER STATION	35.82	
							TOTAL FUND 160		3,778.68
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	327441	1635 AP	04/27/2022	2-171-5-04-301	APPR AWARDS & FEES PER KSA 26-	113,642.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	327441	1635 AP	04/27/2022	2-171-5-04-301	APPR AWARDS & FEES PER KSA 26-	10,500.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	327441	1635 AP	04/27/2022	2-171-5-04-301	APPR AWARDS & FEES PER KSA 26-	10,500.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	327441	1635 AP	04/27/2022	2-171-5-04-301	APPR AWARDS & FEES PER KSA 26-	10,500.00	
							*** VENDOR 1219 TOTAL		145,142.00
							TOTAL FUND 171		145,142.00
534	SANDS CONSTRUCTION	SANDS CONSTRUCTION LLC	327497	10120 AP	04/28/2022	2-172-5-00-107	ARPA044 COA PROJ 3-21113.00	467,659.00	
534	SANDS CONSTRUCTION	SANDS CONSTRUCTION LLC	327497	10120 AP	04/28/2022	2-172-5-00-107	ARPA045 3-21113.01 CRISIS STAB	16,885.00	
534	SANDS CONSTRUCTION	SANDS CONSTRUCTION LLC	327497	10120 AP	04/28/2022	2-172-5-00-107	ARPA046 3-21113.02 EXTENSION	32,667.00	
							*** VENDOR 534 TOTAL		517,211.00
							TOTAL FUND 172		517,211.00
537	LEAV TIMES	CHERRYROAD MEDIA INC	327474	98231 AP	04/28/2022	2-189-5-00-2	30360 PUBLIC NOTICE RT 30	290.18	

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 189	290.18
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-195-5-00-3	NFM-FRIDGE,OFFICE FURNITURE, M	2,056.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-195-5-00-3	NFM-FRIDGE,OFFICE FURNITURE, M	168.98-	
								*** VENDOR 648 TOTAL	1,888.00
2	WATER DEPT	WATER DEPT	327493	98250 AP	04/28/2022	2-195-5-00-290	WATER SVC 520 S 2ND ST	52.68	
2007	WIRENUTS	WIRENUTS	327495	98252 AP	04/28/2022	2-195-5-00-4	SVC CALL - BRING DOORS ONLINE	110.00	
								TOTAL FUND 195	2,050.68
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-197-5-00-201	DIST CT CSO FURNISHINGS	1,580.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	327473	98230 AP	04/28/2022	2-197-5-00-201	DIST CT CSO FURNISHINGS	45.00-	
								*** VENDOR 4755 TOTAL	1,535.00
								TOTAL FUND 197	1,535.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-210-5-00-2	BG:TNG,JC,CONTR,SHOP,CTHSE,TRA	375.00	
								TOTAL FUND 210	375.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-212-5-00-2	BG:TNG,JC,CONTR,SHOP,CTHSE,TRA	375.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-212-5-00-3	Z FARR: KEYS	13.74	
								*** VENDOR 648 TOTAL	388.74
								TOTAL FUND 212	388.74
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	327363	98127 AP	04/27/2022	2-218-5-00-2	BG:TNG,JC,CONTR,SHOP,CTHSE,TRA	375.00	
								TOTAL FUND 218	375.00
2570	BOND ESCROW REFUND	PUTHOFF TRUST	327446	98203 AP	04/28/2022	2-503-5-00-2	REFUND ENTRANCE PERMIT 219TH S	100.00	
								TOTAL FUND 503	100.00
								TOTAL ALL CHECKS	1,056,866.74

TYPES OF CHECKS SELECTED: \* ALL TYPES

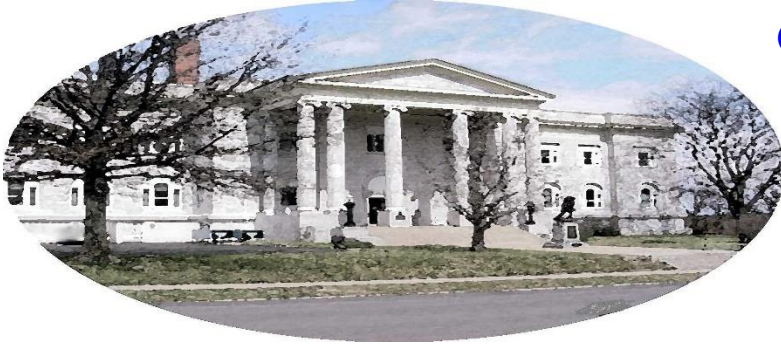
FUND SUMMARY

001	GENERAL	130,606.13
108	COUNTY HEALTH	10,242.00
118	TREASURER TECH FUND	875.53
121	JUVENILE JUSTICE AUTHORITY	32,880.52
123	JUVENILE CRIME PREVENTION	800.62
126	COMM CORR ADULT	197.54
127	COMM CORR ADULT NON GRANT	516.34
133	ROAD & BRIDGE	100,790.28
136	COMM CORR JUVENILE	884.36
137	LOCAL SERVICE ROAD & BRIDGE	94,340.67
138	JUV INTAKE & ASSESSMENT	375.98
144	PALS (PETS AND LOVING SENIORS	1,473.17
145	COUNCIL ON AGING	5,115.78
146	COUNTY TREASURER SPECIAL	4,195.49
147	MEMORIALS (COA)	1,125.00
153	PUBLIC WORKS,EQUIP.RESERVE FUND	1,061.40
155	LSR CAPITAL EQUIP RESERVE	139.65
160	SOLID WASTE MANAGEMENT	3,778.68
171	S TAX CAP RD PROJ: 2015 SERIES	145,142.00
172	AMERICAN RECOVERY PLAN	517,211.00
189	TONGANOXIE TWP TRAFFIC IMPACT	290.18
195	JUVENILE DETENTION	2,050.68
197	INK FEE FUND	1,535.00
210	SEWER DISTRICT 1: HIGH CREST	375.00
212	SEWER DISTRICT 2: TIMBERLAKES	388.74
218	SEWER DIST #5	375.00
503	ROAD & BRIDGE BOND ESCROW	100.00
	TOTAL ALL FUNDS	1,056,866.74

**Consent Agenda for 5/4/2022**  
**Checks dated 4/23-4/28**

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**COUNTY OF LEAVENWORTH**  
**BOARD OF COUNTY COMMISSIONERS**  
300 Walnut, Suite 225  
Leavenworth, Kansas 66048-2815  
(913) 684-0417  
Facsimile (913) 684-0410  
email: [bocc@leavenworthcounty.gov](mailto:bocc@leavenworthcounty.gov)

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May 4, 2022

Robert Chaar  
[REDACTED]  
Leavenworth, KS 66048

Re: Completion of Eagle Project and Eagle Rank

Dear Mr. Chaar:

The Leavenworth County Board of County Commissioners has been notified that you have completed your Eagle Project and met all the other requirements to earn the Eagle Rank. The Board congratulates you in your work in helping with the safety and winterization in and around homes for those that needed a little extra help. The Board of County Commissioners commends you for your leadership skills obtaining through the scouting program and thank you for benefitting the community and Leavenworth County.

Good luck on all your future endeavors!

Sincerely,

---

Mike Smith, Chairman  
4<sup>th</sup> District

---

Jeff Culbertson, Member  
1<sup>st</sup> District

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Vicky Kaaz, Member  
2<sup>nd</sup> District

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Doug Smith, Member  
3<sup>rd</sup> District

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Mike Stieben, Member  
5<sup>th</sup> District



**COUNTY OF LEAVENWORTH**  
**BOARD OF COUNTY COMMISSIONERS**  
300 Walnut, Suite 225  
Leavenworth, Kansas 66048-2815  
(913) 684-0417  
Facsimile (913) 684-0410  
email: [bocc@leavenworthcounty.gov](mailto:bocc@leavenworthcounty.gov)

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May 4, 2022

Esa Lozoya

■■■■ ■■■■ ■■■■  
Leavenworth, KS 66048

Re: Completion of Eagle Project and Eagle Rank

Dear Ms. Lozoya:

The Leavenworth County Board of County Commissioners has been notified that you have completed your Eagle Project and met all the other requirements to earn the Eagle Rank. The Board congratulates you in your work in conservation by building owl boxes. The Board of County Commissioners commends you for your leadership skills obtaining through the scouting program and thank you for benefitting the community and Leavenworth County.

Good luck on all your future endeavors!

Sincerely,

---

Mike Smith, Chairman  
4<sup>th</sup> District

---

Jeff Culbertson, Member  
1<sup>st</sup> District

---

Vicky Kaaz, Member  
2<sup>nd</sup> District

---

Doug Smith, Member  
3<sup>rd</sup> District

---

Mike Stieben, Member  
5<sup>th</sup> District

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_ (the “**Effective Date**”), by and between **Saint Luke’s North Hospital**, a Missouri non-profit corporation (“**Seller**”), and the **County of Leavenworth**, a political subdivision of the State of Kansas, its successors or assigns (“**Purchaser**”).

**1. Sale.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price and on the terms and conditions herein set forth, all of that certain real properties commonly known as 716 Marshall Street and 712 Marshall Street (the “**Property**”), situated in the City of Leavenworth, Leavenworth County, Kansas, consisting of the land as more particularly described on **Exhibit A** hereto (the “**Land**”), together with any and all rights, easements and interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to said Land; all of Seller’s right title and interest in the improvements located thereon; any water or mineral rights owned by, or leased to, Seller, and all recapture rights and entitlements benefiting the Land under any planned development ordinance or other laws or otherwise.

**2. Purchase Price; Deposit.** The purchase price (“**Purchase Price**”) for the Property will be fifteen Thousand and No/100 Dollars (\$15,000.00). Purchaser agrees to pay the Purchase Price as follows:

**2.1. Deposit.** Within ten (10) days after the Effective Date Purchaser will deliver to \_\_\_\_\_ (the “**Title Company**”), as escrow agent, the sum of Ten Thousand and No/100 Dollars (\$2,000.00) as a deposit (the “**Deposit**”). The Title Company will invest the Deposit in accordance with Purchaser’s written instructions.

**2.2. Balance Due At Closing.** On the Closing Date (as defined in **Section 3** hereof), Purchaser will pay the balance of the Purchase Price by federal wire transfer of funds, subject to the credits, prorations and adjustments set forth herein, and the Deposit and interest accrued thereon will be applied to the Purchase Price.

**3. Closing.** The purchase and sale contemplated herein shall be consummated at a closing (“**Closing**”) to take place at the offices of the Title Company, on or before \_\_\_\_\_, 2022, or at such other time upon which the parties may agree in writing (the “**Closing Date**”). Seller shall deliver possession of the Property to Purchaser at Closing.

#### **4. Investigation.**

**4.1. Inspection.** Prior to the date hereof, Purchaser has been afforded the opportunity to make such inspections of the Property as Purchaser desires. It is expressly acknowledged and agreed by Purchaser that no representations or warranties of any kind have been made by Donor or Donor’s agents or consultants to Purchaser or to the agents of Purchaser with respect to the Property and that any statements whatsoever made by Donor or Donor’s agents or consultants to Purchaser or to Purchaser’s agents or consultants are not material and have not been relied upon by Purchaser. WITHOUT LIMITING THE GENERALITY OF THIS ACKNOWLEDGMENT AND AGREEMENT, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT THE PROPERTY AND IMPROVEMENTS, IF ANY, SHALL BE ACCEPTED BY PURCHASER IN “AS IS,” “WHERE IS” CONDITION, “WITH ALL FAULTS.” Donor expressly disclaims any warranties as to any matters with respect to the Property whatsoever, including but not limited to: (i) the presence or release of hazardous materials on, in, under or adjacent to the Property, (ii) the Property compliance with any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic

Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all federal, state or local requirements with respect to the maintenance and/or removal of the Improvements, (iii) any potential environmental liability associated with the Property or any activities conducted on the Property; (iv) legal access from the Property to any public road, (v) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Property, (vi) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable site for any purpose, and (vii) the acreage or square footage of the Property, and (viii) the fitness or value of the Property.

## **5. Title and Survey Matters.**

**5.1. Title Commitment.** Purchaser may obtain, at Seller's expense, a commitment issued by the Title Company, for an American Land Title Association (ALTA) extended coverage owner's title insurance policy in the full amount of the Purchase Price, showing fee title to the Property vested in Seller.

**5.2. Survey.** Purchaser may order, at Purchaser's expense, a currently dated survey of the Property (the "**Survey**"), which Survey shall be prepared in accordance with the most current minimum detail and classification ALTA/NSPS land title standards, including the Table A items as Purchaser may elect.

**5.3. Defects and Cure.** If the items described in **Sections 5.1 and 5.2** (the "**Title Evidence**") disclose any items which, in the judgment of Purchaser, constitute unpermitted claims, liens, exceptions, or conditions ("**Defects**"), Purchaser shall so notify Seller, in writing, at least ten (10) business days prior to the Closing Date (the "**Defects Notice**") provided Purchaser receives all items constituting the Title Evidence. Seller shall then have until the Closing Date to cure said Defects or to induce the Title Company to insure over said Defects in the Title Policy (in form and substance reasonably acceptable to Purchaser). Any proposed cure of any Defects must be reasonably acceptable to Purchaser. If Seller fails to so cure all Defects, or if Seller fails to cause all Defects to be insured over by the Title Company, then Purchaser may elect either of the following: (1) to terminate this Agreement by written notice to the Seller prior to Closing, in which event all Deposit, together with all interest earned thereon, shall be immediately be returned to Purchaser, and neither party shall have any further rights or obligations hereunder except as otherwise specifically provided in this Agreement; or (2) to proceed to close. Purchaser shall have the right to object to any additional matter raised by the Title Company or Surveyor after the date of the Defects Notice within five (5) days of Purchaser's receipt of same, and the provisions of this **Section 5.3** shall again apply.

## **6. Representations and Warranties.**

**6.1. Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser as to the following matters, each of which is so represented or warranted (as the case may be) to be true and correct as of the Effective Date, and is remade as of the Closing Date:

**6.1.1. Authority.** Seller has full authority to make, deliver, execute and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which either or both of Seller and the Property is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

**6.1.2. “As-Is” Purchase.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED BY SELLER TO PURCHASER AT CLOSING (THE “CLOSING DOCUMENTS”), THE PROPERTY IS BEING SOLD IN AN “AS IS, WHERE IS” CONDITION AND “WITH ALL FAULTS” AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY PARTNER, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO (i) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (ii) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (iii) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (iv) THE CREDIT-WORTHINESS OF ANY TENANT, VENDOR OR OTHER PERSON OR ENTITY; (v) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; OR (vi) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, WHICH TOGETHER WITH THE CLOSING DOCUMENTS ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ANNEXED HERETO OR THE CLOSING DOCUMENTS. PURCHASER ACKNOWLEDGES THAT ANY REPORTS, MATERIALS, INFORMATION AND DATA MADE AVAILABLE BY SELLER TO PURCHASER ARE MADE AVAILABLE AS A CONVENIENCE AND AN ACCOMMODATION ONLY, AND THAT SELLER HAS REQUESTED PURCHASER TO INSPECT FULLY THE PROPERTY AND INVESTIGATE ALL MATTERS RELEVANT THERETO AND TO RELY SOLELY UPON THE RESULTS OF PURCHASER'S OWN INSPECTIONS, SELLERS REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, OR OTHER INFORMATION OBTAINED OR OTHERWISE AVAILABLE TO PURCHASER, RATHER THAN ANY INFORMATION THAT MAY HAVE BEEN PROVIDED BY SELLER TO PURCHASER.

**EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1, PURCHASER WAIVES AND RELEASES SELLER FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION OR ECONOMIC PERFORMANCE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (i) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER; (ii) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND; OR (III) THE COMMON**



**LAW. THE TERMS AND PROVISIONS OF THIS SECTION 6.1 SHALL SURVIVE CLOSING HEREUNDER.**

Whenever a representation or warranty is made in this Agreement on the basis of Seller's knowledge, to the best of Seller's knowledge (or similar words), or to the "knowledge of Seller", such representation or warranty is made based solely upon the respective actual knowledge of Brad Simmons, Chief Operating Officer of Seller, without any investigation of the existence of such fact or other matter.

**6.2. Purchaser's Representations and Warranties.** Purchaser hereby represents and warrants to Seller as to the following matters, each of which is so represented or warranted (as the case may be) to be true and correct as of the Effective Date, and is remade as of the Closing Date:

**6.2.1. Authority.** Purchaser has full authority to make, deliver, execute and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Purchaser is a party or by which Purchaser is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Purchaser is subject.

**6.2.2. Not Prohibited Person.** Neither Purchaser nor any of its respective officers, shareholders, members, directors, subsidiaries, parent entities, or affiliates is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of the "**Foreign Sanctions Evaders (FSE) List**", (iv) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (v) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (vi) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (vi) above are herein referred to as a "**Prohibited Person**"). Purchaser covenants and agrees that neither Purchaser nor any of its respective officers, directors or affiliates shall (x) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (y) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

All representations and warranties set forth in this Agreement shall survive the Closing for a period of one (1) year and shall not merge into the conveyancing documents delivered at Closing.

**7. Covenants of Seller.** Seller hereby covenants to Purchaser, throughout the term of this Agreement, as follows:

**7.1. Liens, Assessments and Rights.** From and after the Effective Date, and continuing to the Closing Date, Seller will not create (or fail to take any action that will result in the creation of), any lien that attaches to the Property or any part thereof or any charge that would be payable

by Purchaser, except the liens for ad valorem taxes or special assessments not then due and payable, nor will Seller willfully grant, create, or voluntarily and purposely allow the creation of, or amend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, private restrictions arrangement or other right affecting the Property or any part thereof, without the prior written consent of Purchaser.

**7.2. Notices.** From and after the Effective Date, and continuing to the Closing Date, Seller shall promptly forward to Purchaser a copy of any written notice or correspondence received by Seller pertaining to the Property.

**8. Additional Conditions Precedent.** In addition to the other conditions precedent enumerated in this Agreement, the following shall be additional “conditions precedent” to Purchaser’s obligations to close hereunder:

**8.1. Availability of Entitlements/Permits.** As of the Closing Date, any Entitlements that were available as of the expiration of the Inspection Period shall be and remain available, in full force and effect, and in good standing.

**8.2. Seller’s Compliance.** Seller shall have complied with all of the terms and conditions set forth in this Agreement.

**8.3. Title Policy.** At Closing, the Title Company shall issue a title policy (or a “marked-up” Title Commitment), dated as of the Closing Date, insuring Purchaser’s interest as the fee owner of the Property and in the amount of the Purchase Price, and otherwise in accordance with the requirements of **Section 5** hereof, with all exceptions other than Permitted Exceptions (as defined below) deleted, which title policy shall provide full “extended form” coverage. At Purchaser’s option and expense, the Title Policy shall include endorsements, to the extent lawfully available in the State of Missouri, as Purchaser may elect. For purposes of this Agreement, the term “Permitted Exceptions”, shall mean both (i) all liens, claims, encumbrances, restrictions, covenants, conditions, matters or exceptions to title that are set forth in the Title Evidence, but not objected to by Purchaser in a Defects Notice; and (ii) any other Defects to which Purchaser objects by delivery of a Defects Notice, but Seller fails to so cure, or if Seller fails to cause all such other Defects to be insured over by the Title Company (collectively, “**Other Defects**”), and Purchaser nevertheless elects to close, accepting title to the Property subject to such Other Defects.

**8.4. Representations and Warranties.** All representations and warranties made by Seller in this Agreement shall be substantially true, accurate and complete and with respect to all of the Property at the time of the Closing.

**8.5. Condition of the Property.** The Property shall be in substantially the same condition as exists on the Effective Date.

In the event that any of the Conditions Precedent or other conditions precedent set forth herein are not satisfied prior to the Closing, Purchaser, in its sole discretion, may terminate this Agreement by written notice to Seller prior to the Closing Date, in which event the Deposit and all earnings thereon shall be promptly returned to Purchaser and neither party shall have any further liability to the other except as specifically set forth in this Agreement.

**9. Closing Documents and Related Matters.**

**9.1. Seller's Closing Documents.** At Closing, Seller shall deliver, or cause to be delivered, to Purchaser, the following documents, in form and substance reasonably acceptable to Purchaser:

**9.1.1.** A special warranty deed (“**Deed**”), in recordable form, conveying the Property to Purchaser or its assignee, free and clear of all liens, claims and encumbrances except for the Permitted Exceptions and including a waiver by Seller of all surface rights, a Bill of Sale applicable to any personal property, and an Assignment of Intangible Property relating to any entitlements, recapture rights, development plans, licenses, permits, approvals and the like

**9.1.2.** If applicable, an Owner's Affidavit or comparable “no lien” statement, in form and substance acceptable to the Title Company as may be required to enable the Title Company to issue ALTA extended coverage for the Title Policy, executed by Seller (it being understood that Seller will provide any certificates or undertakings required in order to induce the Title Company to insure over any “gap” period resulting from any delay in the recording of documents or the later-dating of the title insurance file but, in no event shall Seller be required to provide any warranty, representation or indemnity which Seller has not given to Purchaser under this Agreement).

**9.1.3.** A joint closing statement between Seller and Purchaser, conforming to the proration and other relevant provisions of this Agreement.

**9.1.4.** An “Entity Transferor” certification (as required under Section 1445 of the Internal Revenue Code), confirming Seller's representation that it is a “United States Person.”

**9.2. Purchaser's Closing Documents.** At Closing, Purchaser shall deliver, or cause to be delivered, to Seller, the following documents, in form and substance reasonably acceptable to Seller:

**9.2.1.** A joint closing statement between Seller and Purchaser, conforming to the proration and other relevant provisions of this Agreement.

**9.2.2.** By federal wire transfer of funds, an amount equal to the balance of the Purchase Price less the Deposit, as adjusted for prorations as herein provided.

**9.3.** Such documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Purchaser and its authority to enter into and perform its obligations under this Agreement.

**9.4. Mutual Closing Documents; Waiver of Conditions Precedent.** Each party shall deliver such other documents and instruments as may reasonably be required by the other party and/or its counsel or the Title Company, and that may be necessary to consummate this transaction and to otherwise effectuate the agreements of the parties hereunder. The obligations of Purchaser to make the payments required under this Agreement and to close the transactions contemplated herein are subject to the express conditions precedent set forth in this Agreement, each of which is for the sole benefit of Purchaser and may be waived at any time by Purchaser in writing. The waiver of any particular condition precedent shall not constitute the waiver of any other.

**10. Prorations and Adjustments.** All general real estate and ad valorem taxes and assessments applicable to the Property for the current year (and any prior years to the extent not due and

payable) (“**Taxes**”) shall be prorated at Closing on an accrual basis and based on the most current year’s tax bill available as of the Closing. Prior to or at Closing, Seller shall pay or have paid all Taxes that are due and payable prior to or on the Closing Date. Special assessments that are pending, certified or become a lien against the Property prior to Closing shall be apportioned at the Closing under a “due date” method of proration, with Seller paying all installments initially due at or prior to Closing and Purchaser paying all installments initially due after the Closing. Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

**11. Closing Expenses.** Seller will pay one-half (1/2) of all escrow and investment fees; and all state, county and municipal documentary and transfer taxes, if any, relating to the instruments of conveyance contemplated herein. Purchaser shall pay will pay the cost of the title examination and the premium for a title insurance policy and the extended coverage endorsement thereto; one-half (1/2) of all escrow and investment fees; the cost of the Survey if applicable.

**12. Diminution of Property.** If prior to any Closing, all or any portion of the Property is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (“**Taking**”), then, Purchaser, at its sole option, may elect either to (i) terminate this Agreement by written notice to Seller and receive an immediate return of all Deposit, together with all interest thereon, and neither party shall have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement; or (ii) proceed to close hereunder, subject to a reduction in the Purchase Price in the amount equal to the sum determined by multiplying the Purchase Price by a fraction, the numerator of which shall be the number of square feet taken or diminished and the denominator of which shall be the aggregate number of square feet comprising (immediately prior to the Taking) the Property. Such reduction in the Purchase Price shall be conclusive and binding without regard to the actual or purported value (or lack thereof) of the Taking of the Property. Any condemnation proceeds shall be the sole property of Seller. Purchaser shall advise Seller of its election of (i) or (ii), in writing, no later than thirty (30) days after the Taking in question.

**13. Default.**

**13.1. Seller Default.** If, prior to or as of the Closing, Seller shall have failed to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller’s obligation to close), Purchaser may elect either to (i) terminate this Agreement by written notice to Seller with a copy to the Title Company, in which event the Deposit, together with all interest thereon, shall be returned immediately to Purchaser, and neither party shall have any further rights or obligations hereunder except as otherwise expressly provided below or elsewhere in this Agreement; or (ii) proceed to close hereunder, in which event Purchaser may file an action for specific performance of this Agreement to compel Seller to close pursuant to this Agreement and cure such default without the requirement to post a bond or other security in such specific performance action. Except as provided above, the remedies of Purchaser hereunder are cumulative and not exclusive, and the exercise of any one remedy shall not be in limitation or derogation of any other remedy herein enumerated or otherwise available at law or in equity.

**13.2. Purchaser Default.** In the event that Purchaser defaults in its obligations to close the purchase of the Property for any reason whatsoever, then as Seller’s sole and exclusive remedy, the Title Company shall deliver the Deposit, together with all interest thereon, to Seller, it being agreed that the amount of such Deposit constitutes liquidated damages, it being further understood that Seller’s actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties’ best current estimate of such damage. Seller shall have no other remedy for any default by Purchaser, including, without limitation, any right to specific performance or damages.

**13.3. Post-Closing Default.** If and to the extent that, pursuant to the express terms of this Agreement, any representations, warranties or covenants made or undertaken by either Seller or Purchaser under this Agreement survive the Closing, rather than merging into the conveyancing documents delivered at Closing (collectively, the “**Surviving Obligations**”), and subsequent to Closing, Seller or Purchaser determines that the other is in default under, or has breached, a Surviving Obligation, then the party alleging the occurrence of such breach or default of a Surviving Obligation shall have all rights and remedies available to it, at law or in equity, against the defaulting or breaching party.

**14. Successors and Assigns.** The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, that no conveyance, assignment or transfer of any interest whatsoever of, in or to the Property or this Agreement shall be made by either party hereto without the consent of the other party hereto.

**15. Brokerage.** Each party hereto represents and warrants to the other that it has dealt with no other brokers or finders in connection with this transaction. Seller and Purchaser each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys’ fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party, claiming by, through or under the acts or agreements of the indemnifying party. The obligations of the parties pursuant to this **Section 15** shall survive any termination of this Agreement.

**16. Litigation.** In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses reasonably incurred by the prevailing party in connection with such litigation, including attorneys’ reasonable fees. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this **Section 16** shall survive termination of this Agreement.

**17. Notices.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and Purchaser as follows:

Purchaser: County of Leavenworth, Kansas  
Attn: Mark Loughry, County Administrator  
300 Walnut Street  
Leavenworth, KS 66048

Seller: Saint Luke's North Hospital  
c/o Saint Luke's Health System, Inc.  
901 E 104th Street,  
Mailstop 500S  
Kansas City, MO 64131  
Attn: Director of Real Estate  
With a copy to:

With copy to:

Saint Luke's Health System, Inc.  
901 E. 104th Street  
Mailstop 900S  
Kansas City, MO 64131  
Attn: Senior Vice President and Chief Legal Officer

Notices shall be either (i) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices; or (ii) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date that is three (3) business days after the date shown on the receipt, unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (iii) by confirmed facsimile or by email, in which case they shall be deemed delivered on the date sent if sent if sent by 5:00 p.m. (central time). Notices may be delivered on behalf of the parties by their respective attorneys.

**18. Benefit.** This Agreement is for the benefit only of the parties hereto or their nominees, successors, beneficiaries and assignees as permitted in **Section 14**, and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof, whether as a third party beneficiary or otherwise, it being specifically intended that there shall be no third party beneficiaries hereto or any third party reliance hereon.

**19. Further Assurances.** In order to give effect to the transactions provided for and contemplated by this Agreement, each party shall, whenever and as often as it is requested reasonably to do so by the other party, execute, acknowledge and deliver and shall cause to be executed, acknowledged or delivered, any and all such further conveyances, maps, applications, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, any and all further assurance and such documents and instruments as may be necessary, expedient or proper, in the opinion of the party requesting same, in order to complete any and all conveyances, transfers and assignments provided for in this Agreement and to do any and all such other acts and to execute and acknowledge and deliver any and all such documents as required in order to cause the completion of the transactions provided for in this Agreement.

**20. Miscellaneous.**

**20.1. Entire Understanding.** This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understanding, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**20.2. Time of the Essence.** Time is of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall ipso facto be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Missouri for observance thereof.

**20.3. Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. The headings of various Paragraphs in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

**20.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

**20.5. Partial Invalidity.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

**20.6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange the signatures in an electronic format.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:

**Saint Luke's North Hospital,**  
a Missouri non-profit corporation

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

PURCHASER:

**County of Leavenworth,**  
a political subdivision of the State of Kansas

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



**EXHIBIT A**

**LEGAL DESCRIPTION**

712 Marshall Street: The East Half (E ½) of the South 62 ½ feet of Lot numbered Seven (7), in Block numbered Eight (8) in James Davis Addition to the City of Leavenworth, Leavenworth County, Kansas

Cama/PIN No. 077-35-0-40-13-008.00

716 Marshall Street: The West One-half (W ½) of Lot Seven (7), in Block Eight (8) in James Davis Addition to the City of Leavenworth, Leavenworth County, Kansas

Cama/PIN No. 077-35-0-40-13-007.00

**\*\*\*Regular Agenda\*\*\*  
Leavenworth County  
Request for Board Action  
Resolution 2022-09  
Special Use Permit Wonderland Farms**

**Date: May 4, 2022**

**To: Board of County Commissioners**

**From: Planning & Zoning Staff**

**Department Head Review: Krystal Voth, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve Resolution 2022-09, a request for a Special Use Permit to operate a private equine training facility for Wonderland Farms at 16735 McIntyre Road.

**Analysis:** The applicant is requesting a Special Use Permit to operate a specialty horse training facility. The applicants specialize in Dressage horse riding. The property is equipped with a horse stable along with an indoor and outdoor arena. The applicants will board the horses they are training. The owners of the horses will also come to the site to be given lessons on riding. The hours of operation are seven days a week from 8:00AM until 8:00PM. Due to the nature of the activities, there will not be extensive traffic coming or going from the site. The use will not cause unnecessary noise or other nuisances. While lessons are only given between the hours of 8:00 AM -8:00 PM owners are welcome to the property at anytime in the event of an emergency. The Planning Commission did amend the condition for the amount of employees to no more than five other than the property owners. The use is compatible with a rural neighborhood. The applicants live on the property.

**Planning Commission Recommendation:** The Planning Commission voted 9-0 to recommend approval of Resolution 2022-09 (Case No. DEV-22-017) for a Special Use Permit for Wonderland Farms.

**Alternatives:**

1. Approve Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

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

**LEAVENWORTH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
STAFF REPORT**

CASE NO: DEV-22-017 SUP Wonderland Farm

May 4, 2022

<b>REQUEST:</b> <input type="checkbox"/> Zoning Amendment <input checked="" type="checkbox"/> Special Use Permit <input type="checkbox"/> Temporary Special Use Permit	<b>STAFF REPRESENTATIVE:</b> KRYSTAL A. VOTH DIRECTOR
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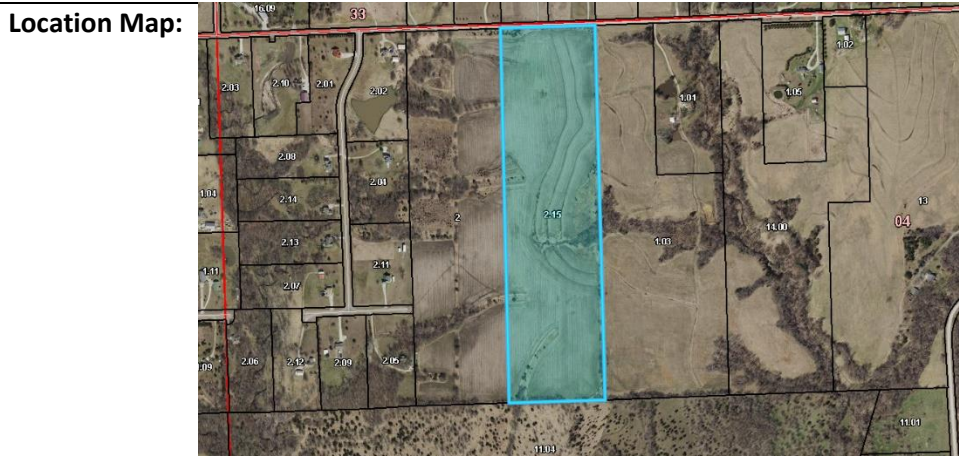
<b>SUBJECT PROPERTY:</b> No Elevation Photo Available	<b>APPLICANT/APPLICANT AGENT:</b> GINA & DAVID HOWEY 16735 MCINTYRE ROAD LEAVENWORTH, KS 66048
	<b>PROPERTY OWNER:</b> GINA & DAVID HOWEY
	<b>CONCURRENT APPLICATIONS:</b> N/A
	<b>LAND USE</b>
	ZONING: RR-5
	FUTURE LAND USE DESIGNATION: RESIDENTIAL (2.5 ACRES MIN)

<b>LEGAL DESCRIPTION:</b> A tract of land in the NW ¼ of Fractional Section 4, Township 10 South, Range 22 East of the 6 <sup>th</sup> P.M., Leavenworth County, Kansas	SUBDIVISION: N/A FLOODPLAIN: N/A
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<b>PLANNING COMMISSION RECOMMENDATION: APPROVAL</b>	<b>PROPERTY INFORMATION</b>
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<b>ACTION OPTIONS:</b> <ol style="list-style-type: none"> <li>1. Approve Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact, and with or without conditions; or</li> <li>2. Deny Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact; or</li> <li>3. Revise or Modify the Planning Commission Recommendation to Resolution 2022-09 (Case No. DEV-22-017), Special Use Permit for Equine Training Facility and Boarding for Wonderland Farms, with Findings of Fact; or</li> <li>4. Remand the case back to the Planning Commission.</li> </ol>	PARCEL SIZE: 40 ACRES <hr/> PARCEL ID NO: 152-040-00-00-002.15 <hr/> BUILDINGS: EXISTING: SINGLE-FAMILY HOUSE & HORSE BARN
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<b>PROJECT SUMMARY:</b> Request for Special Use Permit to operate a private equine training facility at 16735 McIntyre Road.	ACCESS/STREET: MCINTYRE ROAD COUNTY COLLECTOR 25' WIDE
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<b>UTILITIES</b>
SEWER: SEPTIC
FIRE: FD#1
WATER: RWD 08
ELECTRIC: FREESTATE
<b>NOTICE &amp; REVIEW:</b>
STAFF REVIEW: N/A
NEWSPAPER NOTIFICATION: 3/23/2022
NOTICE TO SURROUNDING PROPERTY OWNERS: 3/23/2022

<b>FACTORS TO BE CONSIDERED:</b>		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> The surrounding properties range in size from 4.8 acres to over 140 acres.</p> <p><i>Nearby City Limits:</i> The City of Lansing is approximately 1.5 miles to the north and east.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. Landing High School is located 1.5 miles to the northeast.</p> <p><i>Adjacent Zoning:</i> All adjacent properties are zoned RR-2.5, except for one parcel which is zoned RR-2.5.</p>	✓	
<p><b>3. Suitability of the Property for the uses to which is has been restricted:</b>  The subject property is 40 acres in size. The applied for use is allowed with a special use permit and is a use that is within the character of a rural area. The property has an existing barn and ridding arena. The horse barn has stall for eight horses.</p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b></p> <p><i>Noise Pollution:</i> The proposed use will not cause noise that is out of character for a rural neighborhood.</p> <p><i>Traffic:</i> The additional traffic generated will be minimal and likely not noticeable by adjacent landowners. The applicants have indicated that they may board/train up to 12 horses.</p> <p><i>Lighting:</i> There is no lighting aside from security lighting and lighting for the arena. This lighting should not impact adjacent land owners.</p> <p><i>Outdoor Storage:</i> No outdoor storage is proposed.</p> <p><i>Parking:</i> There is plenty of parking for clients.</p> <p><i>Visitors/Employees:</i> The applicant intends to train/board up to 12 horses. Therefore, they will also instruct the owners of the horses. Due to the limited number of horses, the number of visitors to the site is expected to be quite minimal.</p> <p><i>Waste:</i> The use will create waste associated with horses. The waste will be disposed of accordingly. .</p>	 ✓  ✓  ✓  ✓  ✓  ✓	
<p><b>5. Length of time the property has been vacant as zoned:</b>  <input type="checkbox"/> Vacant  <input checked="" type="checkbox"/> Not Vacant:</p>	✓	
<p><b>6. Relative gain to economic development, public health, safety and welfare:</b>  The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.</p>	✓	
<p><b>7. Conformance to the Comprehensive Plan:</b></p>		✓

<p><i>Future Land Use Map: Residential (2.5 acres min.) Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i></p>		
--	--	--

**STAFF COMMENTS:**

The applicant is requesting a Special Use Permit to operate a specialty horse training facility. The applicants specialize in Dressage horse riding. The property is equipped with a horse stable along with an indoor and outdoor arena. The applicants will board the horses they are training. The owners of the horses will also come to the site to be given lessons on riding. The hours of operation are seven days a week from 8:00AM until 8:00PM. Due to the nature of the activities, there will not be extensive traffic coming or going from the site. The use will not cause unnecessary noise or other nuisances. While lessons are only given between the hours of 8:00-8:00 owners are welcome to the property at anytime in the event of an emergency. The use is compatible with a rural neighborhood. The applicants live on the property.

**PLANNING COMMISSION RECOMMENDED CONDITIONS:**

1. The business shall operate from 8:00AM until 8:00PM, but access to the horses shall be 24 hours.
2. The SUP shall be limited to five (5) employees other than the property owners.
3. The applicant shall follow the appropriate guidance from KDHE regarding caring for animals during a disaster.
4. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
5. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. No on-street parking shall be allowed.
7. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
8. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
9. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
10. The Special Use Permit shall be subject to the written narratives provided on February 7, 2022.
11. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office within 30 days unless otherwise stated.

**ATTACHMENTS:**

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

152-04 002.15

**SPECIAL USE PERMIT APPLICATION**

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

CK 319

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Gina + David Howey</u>	NAME _____
ADDRESS <u>16735 McInyre Rd</u>	ADDRESS _____
CITY/ST/ZIP <u>Leavenworth, Ks,</u> <u>66048</u>	CITY/ST/ZIP _____
PHONE <u>913 240 4291</u>	PHONE _____
EMAIL <u>davidhowey@hughes.net</u>	EMAIL _____
CONTACT PERSON <u>Gina</u>	CONTACT PERSON _____

**PROPERTY INFORMATION**

PID: 152-04-0-00-00-002.15 Zoning District: RR-5

Address of property 16735 McInyre Rd, Leavenworth Ks Parcel size 40 acres  
66048

Current use of the property residential farm land

Does the owner live on the property?  Yes  No

I, the undersigned am the (circle one) owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit as indicated above. I hereby agree to "cease and desist" the operation of the activity upon denial of the permit by the Board of County Commissioners.

Signature David S. Howey Date 10 FEB 2022  
Gina A. Howey

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business Wonderland Farm

Existing and Proposed Structures 1

Number of structures used for Special Use Permit 1

Will the use require parking?  Yes  No How many parking spaces are proposed/available? \_\_\_\_\_

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
Month Month

Reason for requesting a Special Use Permit: To operate a private Equine training facility

**Estimated Traffic**

*In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.*

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?  
Daily 1-8 Weekly \_\_\_\_\_ Monthly \_\_\_\_\_

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?  
Daily 0 Weekly 0 Monthly 0-2

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days in a calendar year. n/a

Passenger: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

Commercial: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):

Passenger Cars daily 8-8 m-s / Seasonal Commercial for long distance horse shows/transport sales  
What is the anticipated route(s) from the nearest State Highway to the Site? HWY 7

**Special Use Permit Renewal**

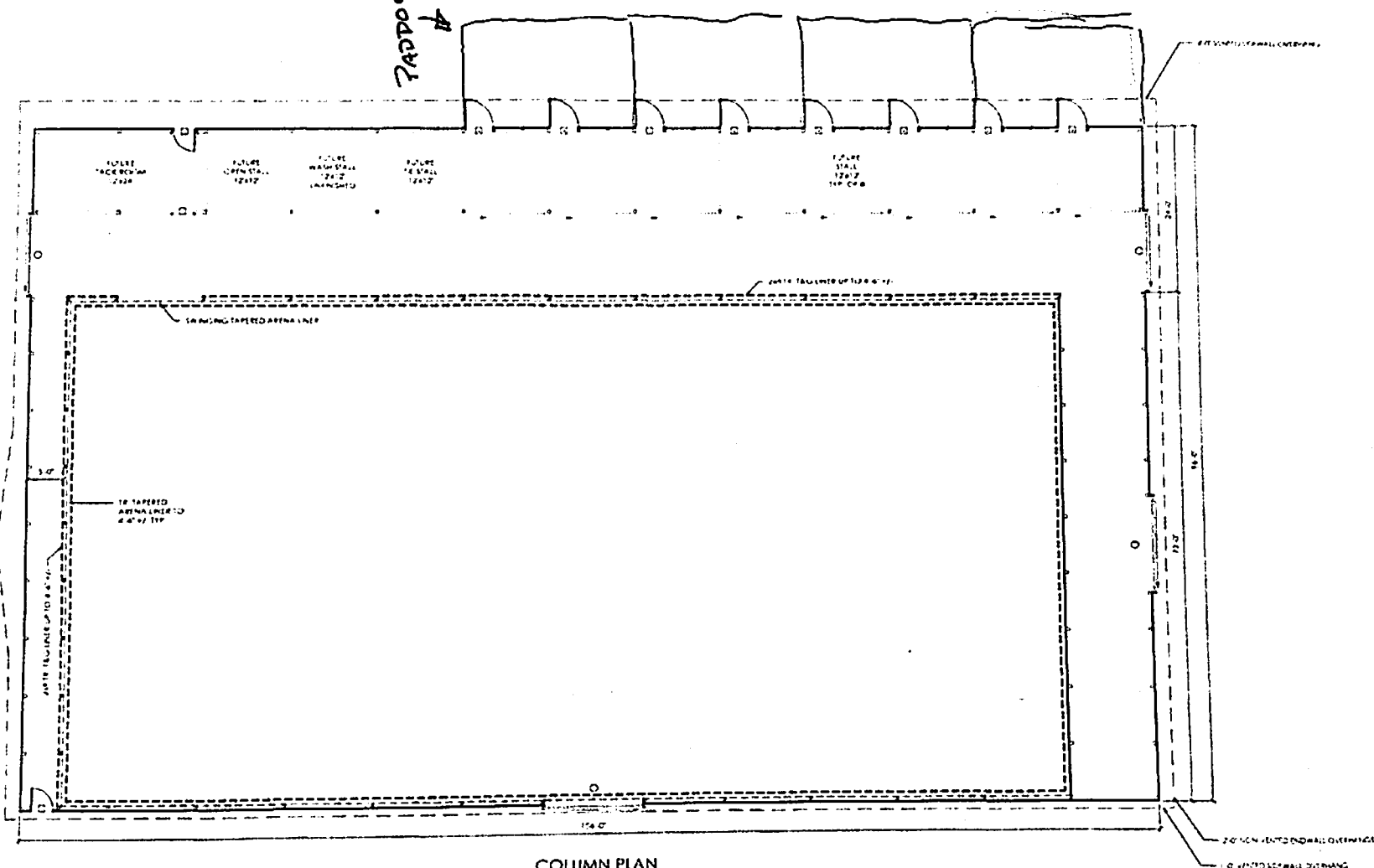
Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:  
\_\_\_\_\_  
\_\_\_\_\_

Have you added any buildings since the SUP was last issued?  Yes  No Any parking?  Yes  No



Road

7 APPROX.



COLUMN PLAN

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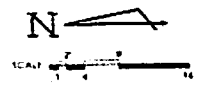
**PRELIMINARY DRAWING FOR OWNER'S APPROVAL**

- DRAWING APPROVED AS SUBMITTED
- DRAWING APPROVED PENDING CHANGE NOTES
- REVISED DRAWING WITH NOTES, CHANGES AND RESUBMIT

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**MORTON BUILDINGS, INC.**



7 February 2022

Dear Planning Commissioners,

David and I have been residents of Heavensworth County over 25 years. We love living in rural Heavensworth county.

We would like to open a private equine training facility located at 16735 McEntyre road in Heavensworth county. We have a new Morton barn equipped with eight stalls with turnout paddocks and pastures on our 40 acres with an indoor and outdoor arenas to train and care for the horses. We have built a home at the location and we be living there 24/7 to provide full board and care for all training horses. Our hours of operation will be January through December Monday to Sunday 8am - 8 pm. However owners of their equine partners will be allowed in the barn during any equine emergencies, ie colic. Parking will be provided for owners and staff at the barn (north and south parking lots are provided for cars + horse trailers). Trash service will be provided for trash generated by the barn. ~~manure~~ Manure disposal on the property will be provided through spreading and natural decomposition on our 40 acres. No toxic chemicals will be used at the barn. We believe in using natural and organic feed and supplements to feed and care for our equine partners.

Water supply for the horses will be provided through waterers and hydrants from underground installed water pipes.

Two fire extinguishers will be provided in the tack room and hay storage area.

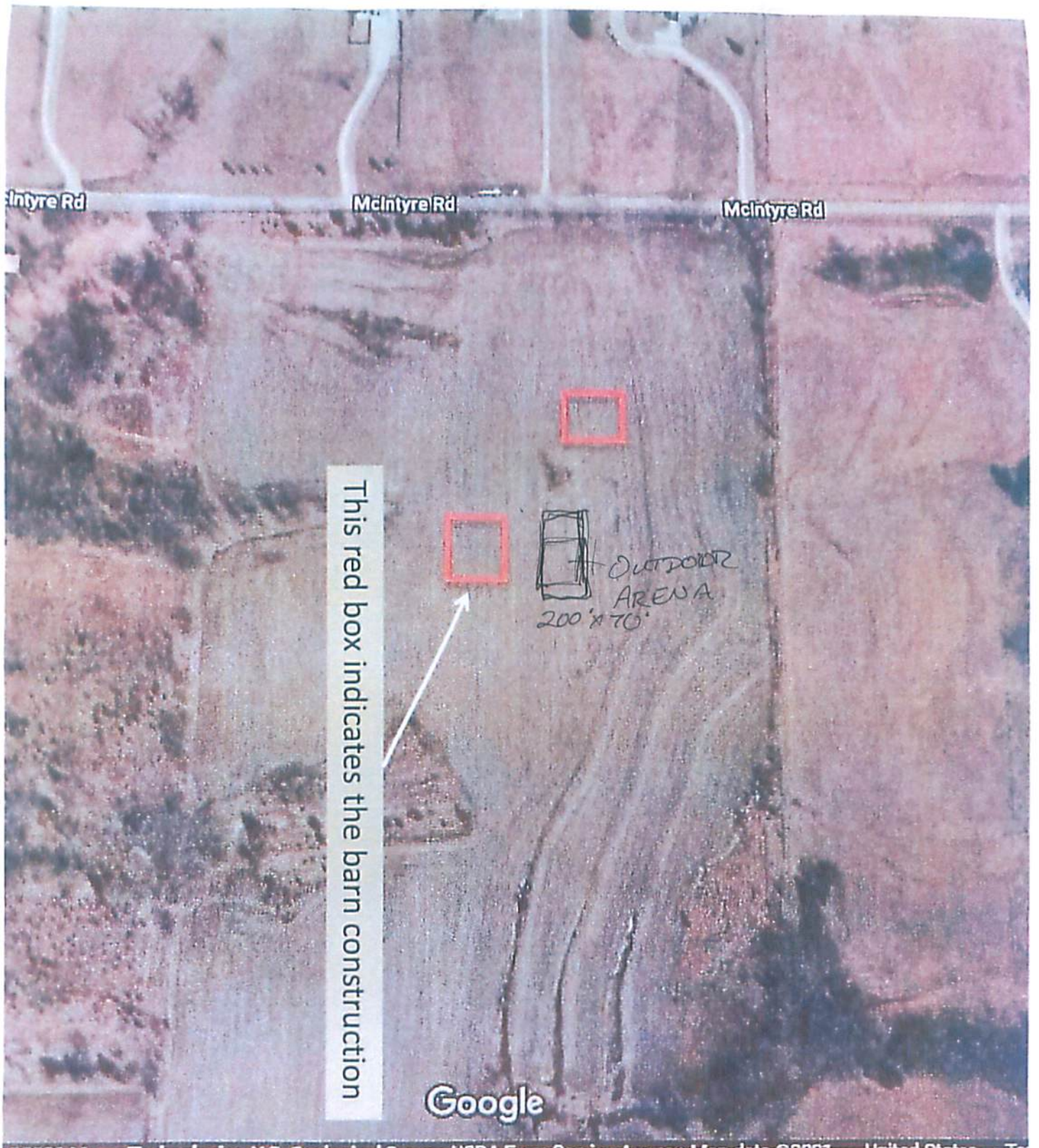
Night time security lighting will be provided for parking + doorways.

We will also be growing our own bromegrass hay for the horses on our 40 acres. We believe our ~~agriculture~~ agriculture/horse farm is a perfect fit in the community with the several surrounding horse farms on McLintyre road. If you have any questions please feel free to contact us at (913) 240-4291 or email us at davidhowey@hughes.net.

Thank you for your time.

Sincerely,

David + Gina Howey



Barkman

Consultant

## Allison, Amy

---

**From:** Amanda Tarwater <amanda.tarwater@freestate.coop>  
**Sent:** Friday, February 11, 2022 1:13 PM  
**To:** Allison, Amy  
**Subject:** Re: DEV-21-017 Special Use Permit – Wonderland Farm

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

FreeState Electric has no objection to this request.

Thank you,

**Amanda Tarwater**  
Member Accounts Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Date:** Friday, February 11, 2022 at 11:07 AM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>, Anderson, Kyle <KAnderson@leavenworthcounty.gov>, Miller, Jamie <JMiller@leavenworthcounty.gov>, Patzwald, Joshua <jpatzwald@lvsheriff.org>, Anderson, Lauren <LAnderson@leavenworthcounty.gov>, 'Firedistrict1@fd1lv.org' <Firedistrict1@fd1lv.org>, Amanda Tarwater <amanda.tarwater@freestate.coop>, 'RWD8LV@gmail.com' <RWD8LV@gmail.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-21-017 Special Use Permit – Wonderland Farm

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**Warning:** This message originated outside of the FEC organization. Do not click links or open attachments unless you have validated the sender and know the content is safe. <="" span="">

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Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit or regarding a Horse Training and Boarding Facility.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Friday, February 18, 2022.

If you have any questions or need additional information, please contact Krystal Voth at (913) 684-0465 or at [KVoth@LeavenworthCounty.Gov](mailto:KVoth@LeavenworthCounty.Gov)

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

## Allison, Amy

---

**From:** Rural Water <rwd8lv@gmail.com>  
**Sent:** Friday, February 11, 2022 6:36 PM  
**To:** Allison, Amy  
**Subject:** Re: DEV-21-017 Special Use Permit – Wonderland Farm

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

Amy Allison,

David and Gina Howey are presently on RWD#8 for water service, this property is serviced by a 6" water line. The account is in good standing.

If you have any questions, 913-796-2164.

Thank you.

Becky Fousek

Office Manager RWD#8

On Fri, Feb 11, 2022 at 11:07 AM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit or regarding a Horse Training and Boarding Facility.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Friday, February 18, 2022.

If you have any questions or need additional information, please contact Krystal Voth at (913) 684-0465 or at [KVoth@LeavenworthCounty.Gov](mailto:KVoth@LeavenworthCounty.Gov)

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

--

*Becky Fousek  
Office Manager  
Rural Water District #8-LV CO*



## Allison, Amy

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**From:** Anderson, Kyle  
**Sent:** Friday, February 11, 2022 11:32 AM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-21-017 Special Use Permit – Wonderland Farm

To date, we have not received any complaints on this property.

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

---

**From:** Allison, Amy  
**Sent:** Friday, February 11, 2022 11:07 AM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'Firedistrict1@fd1lv.org' <Firedistrict1@fd1lv.org>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'RWD8LV@gmail.com' <RWD8LV@gmail.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-21-017 Special Use Permit – Wonderland Farm

Good Morning,

The Department of Planning and Zoning has received an application for a Special Use Permit or regarding a Horse Training and Boarding Facility.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Friday, February 18, 2022.

If you have any questions or need additional information, please contact Krystal Voth at (913) 684-0465 or at [KVoth@LeavenworthCounty.Gov](mailto:KVoth@LeavenworthCounty.Gov)

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

## RESOLUTION 2022-09

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an Equine Training Facility – Wonderland Farms on the following described property:

A tract of land in the northwest quarter of Fractional Section 4, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, KS.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 10<sup>th</sup> day of February, 2022, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 13<sup>th</sup> day of April, 2022; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

WHEREAS, the Board of County Commission considered, in session on the 4<sup>th</sup> day of May, 2022, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of May, 2022, and incorporated herein by reference;

That Case No. DEV-22-017, Special Use Permit for an Equine Training Facility – Wonderland Farms approved subject to the following conditions:

1. The business shall operate from 8:00AM until 8:00PM, but access to the horses shall be 24 hours.
2. The SUP shall be limited to five (5) employees other than the property owners.
3. The applicant shall follow the appropriate guidance from KDHE regarding caring for animals during a disaster.
4. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
5. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. No on-street parking shall be allowed.
7. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
8. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
9. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.

10. The Special Use Permit shall be subject to the written narratives provided on February 7, 2022.
11. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office within 30 days unless otherwise stated.

located in Section 4, Township 10 South, Range 22, also known as 16735 McIntyre Road, parcel no. 152-04-0-00-00-002.15 in Leavenworth County, Kansas.

Adopted this 4<sup>th</sup> day of May, 2022  
Board of County Commission  
Leavenworth, County, Kansas

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Mike Smith, Chairman

ATTEST

---

Jeff Culbertson, Member

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Janet Klasinski

---

Vicky Kaaz, Member

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Doug Smith, Member

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Mike Stieben, Member

**\*\*\*Regular Agenda\*\*\*  
Leavenworth County  
Request for Board Action  
Resolution 2022-10  
Special Use Permit – Rancho Andazola**

**Date: May 4, 2022**

**To: Board of County Commissioners**

**From: Planning & Zoning Staff**

**Department Head Review: Krystal Voth, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve Resolution 2022-10, a request for a Special Use Permit for Rancho Andazola, an event venue.

**Analysis:** The applicant is applying to establish an event center at 24822 Chieftain Road. One complaint had been filed with the Planning & Zoning office about events being held on the property. The applicant has been working with staff to resolve the violation.

The applicant is proposing to operate the event venue out of an existing 10,000 sf accessory structure that has been remodeled. The building has two bathrooms and four points of egress. The applicant is proposing to hold events for up to 250 guests. No outdoor activities or storage are proposed.

The proposal requested business operations be Saturday through Sunday, 10:00 am to 2:00 am. Staff recommended and the Planning Commission approved Saturday through Sunday, 10:00 am to 11:00 pm. The business will create some noise and waste. A condition has been recommended to limit noise to 65 dbls at all property lines. All waste created from the business will be disposed of using current waste collection services. The applicant may have up to 10 non-family employees. The property owner has proposed to construct a gravel parking lot to the west of the existing accessory structure, which they will have up to one year to install. All traffic generated for the business will access the property from Chieftain Road which is a State highway. The applicant must prepare an emergency plan in accordance with the memo from the Emergency Management Department.

**Planning Commission Recommendation:** The Planning Commission voted 9-0 to recommend approval of Resolution 2022-10 (Case No. DEV-22-040) for a Special Use Permit for Rancho Andazola.

**Alternatives:**

1. Approve Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

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

**LEAVENWORTH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
STAFF REPORT**

CASE NO: DEV-22-040 Rancho Andazola

May 4, 2022

**REQUEST:**

- Zoning Amendment                       Special Use Permit  
 Temporary Special Use Permit

**STAFF REPRESENTATIVE:**

AMY ALLISON  
DEPUTY DIRECTOR

**SUBJECT PROPERTY:** 24822 Chieftain Road



**APPLICANT/APPLICANT AGENT:**

JOSE & MARIA ANDAZOLA  
24822 CHIEFTAIN ROAD  
LAWRENCE, KS 66044

**PROPERTY OWNER:**

JOSE & MARIA ANDAZOLA

**CONCURRENT APPLICATIONS:**

N/A

**LAND USE**

ZONING: RR-5

FUTURE LAND USE DESIGNATION:  
RESIDENTIAL (2.5 ACRES MIN)

SUBDIVISION: HIGH RIDGE ESTATES

FLOODPLAIN: N/A

**LEGAL DESCRIPTION:**

Lot 3, High Ridge Estates Subdivision located in Leavenworth County, Kansas, commonly known as 24822 Chieftain Rd, Lawrence, KS 66044

**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Approve Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2022-10 (Case No. DEV-22-040), Special Use Permit for an Event Center for Rancho Andazola, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE: 28.2 ACRES

PARCEL ID NO:  
211-02-0-00-00-002.08

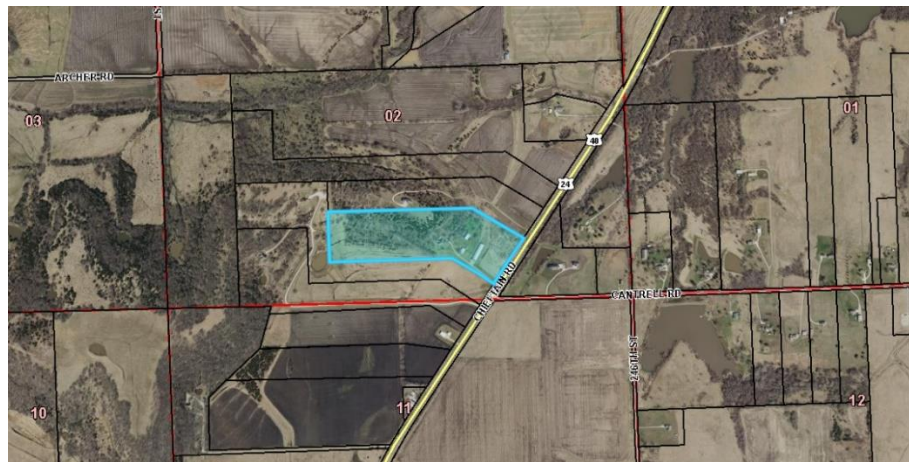
BUILDINGS:  
EXISTING: SINGLE-FAMILY HOUSE & 3  
ACCESSORY STRUCTURES

**PROJECT SUMMARY:**

Request for Special Use Permit to operate an event center at 24822 Chieftain Road.

ACCESS/STREET:  
CHIEFTAIN ROAD  
STATE HIGHWAY, PAVED ROAD ±30  
FT. WIDE

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: RENO

WATER: RWD 13

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: N/A

NEWSPAPER NOTIFICATION:  
3/23/2022

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
3/23/2022

<b>FACTORS TO BE CONSIDERED:</b>		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density:</i> The surrounding properties range in size from 4.8 acres to over 140 acres.</p> <p><i>Nearby City Limits:</i> The City of Tonganoxie is located approximately 4.6 miles to the northeast and the City of Lawrence more than 2.5 miles to the southwest.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. An automobile service center is located to the southwest.</p> <p><i>Adjacent Zoning:</i> All adjacent properties are zoned RR-5.</p>	✓	
<p><b>3. Suitability of the Property for the uses to which it has been restricted:</b>  The property in question is over 28 acres in size and is used as a residence with some agricultural activities. The applicant has an existing 10,000+ sf accessory structure that has been converted into an event space. The building has two bathrooms with six toilets. The applicant has provided an engineered report for an addition to the existing septic system to accommodate the additional usage of the business.</p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b></p> <p><i>Noise Pollution:</i> The proposed use would create additional noise that is not currently found on the property. The applicant has indicated business hours would be from 10 am on Saturday to 2 am on Sundays. The applicant would also allow guests on the property from 10 am to 3 pm on Sunday for cleaning up.</p> <p><i>Traffic:</i> The applicant is proposing to allow up to 250 guests to use their facilities with approximately 100 cars per event. Traffic would access the property from Chieftain Road which is a state highway. No comments were received from KDOT.</p> <p><i>Lighting:</i> The applicant has indicated that all events will take place inside the existing building. No outdoor lighting was indicated with the application.</p> <p><i>Outdoor Storage:</i> No outdoor storage is proposed.</p> <p><i>Parking:</i> Parking for the vehicles currently takes place along the existing driveway (see parking plan) but the applicant indicated they intend for parking to take place in the field to the west of the building with handicap parking along the front within a year.</p> <p><i>Visitors/Employees:</i> The applicant proposes to host a maximum of 250 guests. Employees will be family members but hired staff may be brought on for security.</p> <p><i>Waste:</i> The applicant has provided an engineered modification to the existing sanitary sewer system to accommodate the additional usage. All other waste will be removed using the existing trash service.</p>	Per Condition 1  ✓  ✓  ✓  Per Condition 9  ✓  Per Condition 3	

<b>5. Length of time the property has been vacant as zoned:</b> <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Not Vacant:	✓	
<b>6. Relative gain to economic development, public health, safety and welfare:</b> The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.	✓	
<b>7. Conformance to the Comprehensive Plan:</b> <i>Future Land Use Map: Residential (2.5 acres min.)</i> <i>Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i>		✓

**STAFF COMMENTS:**

The applicant is proposing to hold events during the weekend, with a maximum of 250 guests per event. The existing septic system will need to be modified to accommodate the additional waste generated. The applicant has submitted an approved plan which staff recommends must be installed prior to any events taking place (Condition 3). The applicant has indicated that they intend to build a gravel parking lot directly to the west of the existing building. Staff recommends that this parking lot be constructed within one year of approval (Condition 9). The proposal requests business operations take place Saturday through Sunday from 10 am to 2 am, and 10 am to 3 pm on Sunday. Staff recommends the hours of operation be limited to 10 am to 11 pm Saturday through Sunday, which is consistent with other Event Centers. See Condition 1. Additionally, staff recommends that off-premises employees be limited to 10 employees. Last, if the applicant proposes to add any commercial kitchens or serve alcohol, they must supply the Planning & Development Department with any required state or federal licenses (Condition 5).

**STAFF RECOMMENDED CONDITIONS:**

1. The business shall operate from 10:00 AM to 11:00 PM Saturday through Sunday.
2. The SUP shall be limited to ten (10) employees other than the business owner and family members.
3. The applicant shall adhere to the following memorandums:
  - a. Kyle Anderson, Code Enforcement – April 6, 2022
  - b. Chuck Magaha, Emergency Management – January 7, 2022
  - c. Joe Osborn, RWD #13 – December 13, 2021
4. The maximum occupancy for any event shall be 250 guests.
5. The applicant shall provide the Planning & Zoning Department with copies of any licenses required from the Kansas Department of Agriculture for a kitchen facility or serving of alcohol.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. No on-street parking shall be allowed.
9. A gravel parking lot, as shown on the proposed parking plan, shall be installed within one (1) year of the approval of this application.
10. Any noise generated from the proposed business shall be limited to 65 decibels, as measured from the property line.
11. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.



12. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
13. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
14. The Special Use Permit shall be subject to the written narratives provided on November 15, 2022; December 10, 2021; February 24, 2022; and March 9, 2022.
15. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office within 30 days unless otherwise stated.

**ATTACHMENTS:**

A: Application & Narrative

B: Zoning Map

C: Memorandums



**PROPOSED SPECIAL USE PERMIT INFORMATION**

Name of Business RANCHO ANDAZOLA

Existing and Proposed Structures BARN AND RESIDENCE

Number of structures used for Special Use Permit 1

Will the use require parking?  Yes  No How many parking spaces are proposed/available? \_\_\_\_\_

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
Month Month

Reason for requesting a Special Use Permit: WILL LIKE TO START A EVENT BUSINESS FOR ESPECIAL EVENTS OF ANY SPECIAL OCCASIONS. (WEDDINGS, SPANISH QUINCEAÑERAS, ANIVERSARIES, ETC)

**Estimated Traffic**

*In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.*

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily \_\_\_\_\_ Weekly 100 Monthly 400

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily 0 Weekly 0 Monthly 0

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days in a calendar year.

Passenger: Months 0 Weeks 0 Days 0

Commercial: Months 0 Weeks 0 Days 0

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):

IT WILL BE ONLY ON SATURDAYS AFTERNOONS ALL THE WAY TO MIDNIGHT, MOST OF THIS VEHICLES ARE PASSENGER IF ANY COMMERCIAL VEHICLES ARE TO BE USE, IT WILL BE ABOUT 1 EVERY SATURDAY.

What is the anticipated route(s) from the nearest State Highway to the Site? WILL BE 40 HIGHWAY

**Special Use Permit Renewal**

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:

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

Have you added any buildings since the SUP was last issued?  Yes  No Any parking?  Yes  No

OWNER AUTHORIZATION

I/WE JOSE AND MARIA ANDAZOLA, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1 day of NOVEMBER, 2021, make the following statements, to wit:

- 1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property See Attachment "A" attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize JOSE & MARIA ANDAZOLA (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 24822 CHIEFTAIN ROAD (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

Jose Andazola Owner

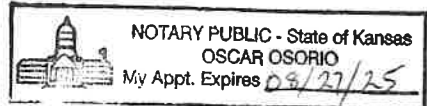
Maria Andazola Owner

STATE OF KANSAS COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 28 day of 10, 2021, by OSCAR OSORIO.

My Commission Expires:

Oscar Osorio Notary Public



ATTACHMENT C

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

- **The reasons that appear to make the site in question appropriate for the proposed use.**

We had conducted families' members' party in our property and we do believe that this is a good place to start an event place for others. We do not have any experience in this area but willing to improve.

- **Any reasons that the proposed use could cause conflict with other parcels surrounding the site in question.**

There is a big space between our property and others went we have done our families parties we have not had any issues.

- **The steps to be taken to cause the use to be compatible with other parcels near the site in question.**

Not sure

- **The hours of operation, traffic routes and expected traffic volumes, staffing levels, methods of operation, and off street parking.**

This business will be open only on Saturdays from 1300 hrs. to 0200hrs of the next day if county permits, traffic will be using the 40 highway and all vehicles will be parking in the inside drive in of the property, it will not have any vehicles in the road or highway.

- **The number of parking spaces available on the property and the reasoning behind the number provided.**

At this moment is unknown but the space in the driveway can host about 250 vehicles.

- **The number of months/years for which the permit is requested and whether the character of the use would tend to be seasonal or vary during the duration of the permit.**

We are trying for these years 2021 and 2022 but we are hoping for a long business operation

- **The extent to which the use could cause pollution.**

Not sure

- **Any other such reasonable information about the proposed use that would be necessary or helpful for the impact of the proposed use to be fully evaluated and considered**

We are willing to make any necessary moves or changes in the property to stay current with the county rules and regulations, according with the law.



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

November 29, 2021

**RECEIVED 12/10/2021**

To: Jose & Maria Andazola  
Rancho Andazola  
24822 Chieftain Road  
Lawrence, KS 66044

Re: Special Use Permit  
DEV-21-185

Ms. Andazola,

Staff has reviewed the application and narrative for Rancho Andazola, which was submitted on November 15, 2021.

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

1. Which building will be used for the Special Use Permit. Please specify in the narrative.

- The building in which the permit will take place will be the first barn which is a 55x200 Quantum barn.

2. The narrative indicated that you can hold 250 vehicles on the property. Please include a site plan showing the location of the proposed parking, including what material the parking will take place on (grass, gravel, paving, etc.).

- The parking will take place on the grass on both sides of the gravel driveway. The material of the parking is grass.

3. The narrative does not include information about the sanitary sewer systems on the property. Will temporary toilets be used for the events or are there bathrooms in the facility? If there are indoor bathrooms, what type of sanitary sewer system does the barn have? Engineered plans for the existing sanitary system is required.

- The sanitary system at the barn is a septic system installed by a company called “ Digger Jim”. It consists of a concrete constructed septic tank with various lateral drains underground for proper drainage.

4. What is the water supply system for the business?

- The water supply for the barn is connected to our main water supply that feeds our home which is coming from a well.

5. What is the maximum number of guests that will be permitted for your events?

- 250 Guests.

6. The narrative indicates the business will be open from 1:00 PM until 2:00 AM. Does that include preparation/tear down time for the events and delivery/pick-up of goods and services?

- That is correct, The time frame includes all of which is stated above.

7. The narrative indicated that all events will take place on Saturday but events will occur into Sunday. Please update narrative to include Sundays as well.

- Will send a revised copy of the deed.

8. Do you expect to have any employees?

- The only employees will be the security staff, everything else will be run by our family.

## **Leavenworth County Planning and Zoning Department Leavenworth County**

### **Courthouse**

**300 Walnut Suite 212 Leavenworth, Kansas 66048**

9. Will there be any signage for the business on the property? If so, what type and where will it be located?

- Correct, the entrance of the farm will have an arch with the name “Rancho Andazola” . In addition to that there will be exit signs on the three exit ways.

10. Do you have an emergency contingency plan? If so, please provide a copy.

- Yes, We have an emergency exit plan, as well as a waiting order of fire extinguishers to place on both ends of the barn.

11. Will there be any equipment or storage used for the business on the property? If so what type of equipment? Will the storage be indoor or outdoor?

- There will be no storage for the business.

12. Will there be any use of chemicals or lubricants on the property?

- No use of chemicals or lubricants.

13. Will there be alcohol service on the property? If so, please provide a copy of your alcohol license.

- There will be no sale of alcohol.

14. Will there be outdoor events on the property?

- There will be no outdoor events.

15. Please include a copy of the deed.

Please provide the revisions and information indicated above by December 7, 2021. If the revision and information is not received by then, the case will be continued and rescheduled.

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

Respectfully,

Amy Allison

Deputy Director

Planning and Zoning

Leavenworth County



### EVENTS SCHEDULE

The hours of operation will follow the next schedule.

Saturday morning from 10:00am to 2:00pm for decorating the hall. This will be the less traffic of the guess. As the most people driving and parking in the area will be worker for the hall to be ready for the event.

Saturday morning from 4:00pm to Sunday 1:00am for the event. This will be the busy times where we been expecting the most traffic with the guess. Once the party is completed, the guess will be having one hour chance to clean the hall. This hour will be from 1:00am to 2:00am on Sunday.

Sunday 10:00am to 3:00pm cleaning if the guess haven't had a chance from the 1:00am to 2:00 on the Sunday after the event ends.

In resume we will have open from Saturday 10:00am till Sunday 3:00pm.

## **EMERGENCY EXITS**

The building currently have 4 doors, 2 each side. The smaller doors in each side are going to be used as the emergency exit. These exits will have exit signs on top of the door and we are working on having a small map to be place on the right side of each door with a map and the emergency phone numbers from owners and emergency responders, this also will let the guess to know the emergency evacuation of the building. See pictures attach for better explanation.





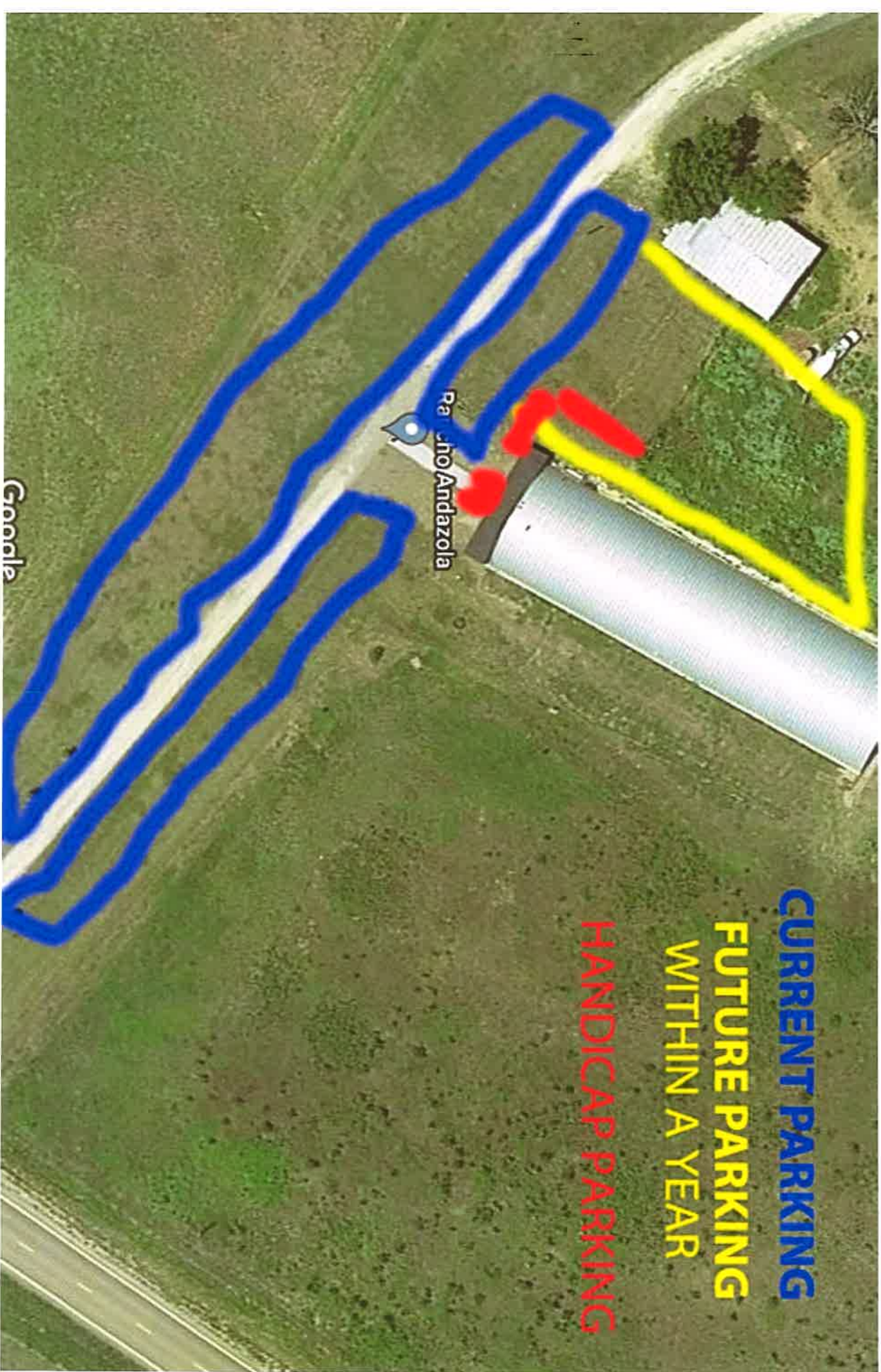
## **PARKING AND TRAFFIC**

We are currently having parking on both side of the private drive in for the entire guess. See picture mark on blue lines.

Hopping for a great upcoming business within a year to year in a half, the idea is to make a concrete parking lot with stalls and lighting for our entire guess, see picture in yellow lines.

In both plans we have placed, current and future, handicap signs for all need guess with special needs and elderly guess, see picture with red lines.

In not time we will be using any of the county roads as a parking or blocking for the traffic of any resident around the Ranch. All the space that is needed will be inside of the property of the ranch Andazola



**CURRENT PARKING**

**FUTURE PARKING  
WITHIN A YEAR**

**HANDICAP PARKING**



24822 Chieftain Road  
Lawrence, Kansas 66044  
Unplatted (28.2 acres)  
211020000002080  
Onsite Wastewater System  
For Jose and Maria Andazola



March 9, 2022 page 1 of 2

Event building (about 200' x 55' metal arch), maximum 250 guests/event, 1 event per week.  
Existing building has only two bathrooms (5 toilets, 1 urinal, 2 lavatory), no kitchen.

Typical wastewater flow rates from institutional sources, Tables 3-5 [1]

Facility	Unit	Range	Typical
Assembly Hall	gal/seat/event	2-4	3

Site soils [2]: 7252 Grundy silty clay loam, 1 to 3% slopes (north and east of building)  
NRCS Rating for septic tank absorption field: very limited  
Reasons for rating: slow water movement, depth to saturated zone

Soil profile by "Digger" Jim Manderscheid, February 25, 2022, two test holes southeast of building.

- 0 – 8" Silty clay loam – no mottles, moderate blocky structure, friable, many roots, 0.4 gpd/sf
- 8 – 19" Silty clay loam – no mottles, weak blocky structure, firm, roots common, 0.2 gpd/sf
- 19 – 29" Clay loam – no mottles, weak blocky structure, firm, no roots, moist, 0.2 gpd/sf
- 29 – 61" Clay loam – no mottles, weak blocky structure, firm, no roots, moist, 0.2 gpd/sf

#### Summary of Mound Design Calculations

- Step 1) Design Wastewater Flow = 250 guests x 2 gpd/seat/event = 500 gallons/event (1 event/week) or 71 gpd
- Step 2) Soil Loading Rate = 0.2 gpd/sf from soil profile
- Step 3) Required Absorption Area = 71 gpd / 0.2 gpd/sf = 355 sf
- Step 4) Required Absorption Lateral Length = 355 sf / 3 ft wide = 120 feet
- Step 5) Septic tank: 1,500 gal for event surge capacity

Wastewater from existing building to existing 1,500 gal septic tank discharging by gravity flow to existing 100-foot long rock/pipe absorption lateral.

#### **System Description:**

**No immediate improvements to existing onsite wastewater system required. The existing system does not appear to be overloaded but recommend relocating drainage swale over existing lateral to prevent saturating absorption area.**

**Recommend septic tank and lateral area inspected by licensed sanitary hauler every three months to make sure the system is operating properly.**

**Additional absorption laterals will be required for more frequent events or additional fixtures (bathroom or kitchen).**

1. All construction shall conform to Leavenworth County Environmental Sanitary Code.
2. All pipes and fittings used in sewage conduits and/or in absorption laterals shall be constructed of PVC and meet nationally recognized standards for their designated use (ASTM, NSF). All pipes and fittings shall be installed per manufactures requirements.
3. Non-perforated sewer pipe from the building to the septic tank, and the first ten feet exiting the septic tank shall be Schedule 40 or heavier. All non-perforated sewer pipe beyond that point shall be SDR-35 or 3,500 pound "crush test" rating. All perforated sewer pipe shall be constructed of PVC and marked to indicate it meets or exceeds a 3,000 pound "crush test" rating.
4. Stone aggregate for distribution cell shall be clean with size between 3/4 and 2-inch.
5. No rain gutters or sump pumps shall be connected to this system.
6. Backfill shall be accomplished with low ground pressure equipment (no rubber-tired equipment).

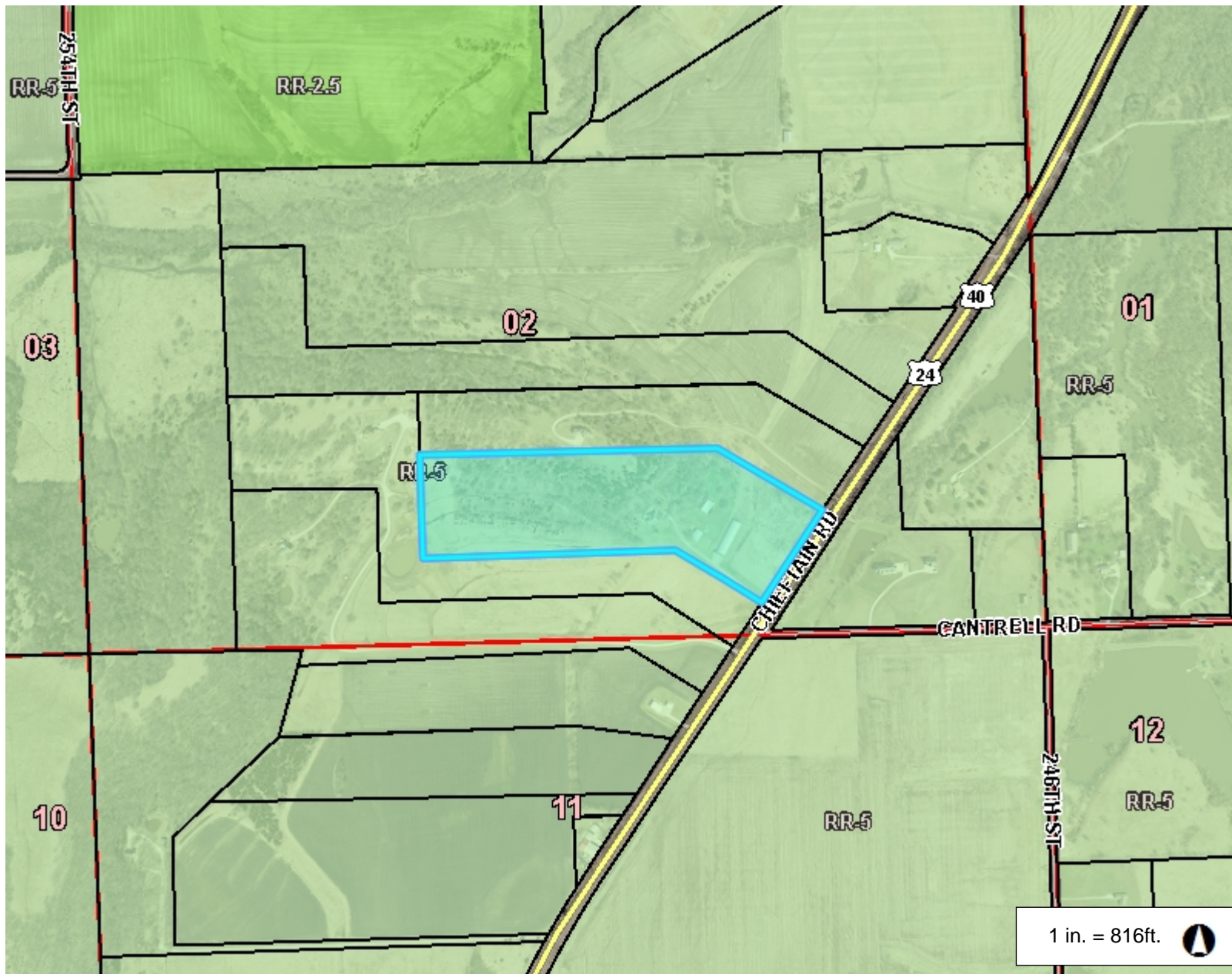
[1] United State Environmental Protection Agency. *Onsite Wastewater Treatment Systems Manual*. EPA/625/R-00/008, February 2002

[2] Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: [websoilsurvey.sc.egov.usda.gov/](http://websoilsurvey.sc.egov.usda.gov/). Accessed 2/9/2022.





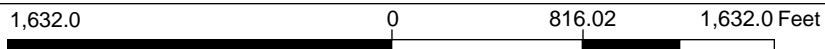
# DEV-22-040 RANCHO ANDAZOLA



## Legend

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

1 in. = 816ft.



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

## Allison, Amy

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**From:** Anderson, Kyle  
**Sent:** Wednesday, April 6, 2022 10:19 AM  
**To:** Allison, Amy  
**Subject:** Andazola Event Center Septic System  
**Attachments:** 2022.03.09 Engineered Septic Design.pdf

Attached is the engineered septic system design from Storm Engineering Group. It has been reviewed and accepted by our department. We plan on collecting the permit fees after the decision on the Special Use Permit so we can also transfer the agriculture building permit to a commercial building permit if approved.

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

## Allison, Amy

---

**From:** Gentzler, Joshua  
**Sent:** Tuesday, November 30, 2021 1:37 PM  
**To:** Allison, Amy  
**Subject:** FW: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

Joshua Gentzler  
[Planning & Zoning](#)

---

**From:** Van Parys, David  
**Sent:** Wednesday, November 17, 2021 10:38 AM  
**To:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Subject:** RE: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

Joshua, It is obvious that sanitation and trash disposal will be an issue as well as limitations on lighting and decibel level.

---

**From:** Gentzler, Joshua  
**Sent:** Wednesday, November 17, 2021 8:41 AM  
**To:** 'ltorneden@rtfd21.com' <[ltorneden@rtfd21.com](mailto:ltorneden@rtfd21.com)>; 'dshepherd@rtfd21.com' <[dshepherd@rtfd21.com](mailto:dshepherd@rtfd21.com)>; 'Tyler.rebel@evergy.com' <[Tyler.rebel@evergy.com](mailto:Tyler.rebel@evergy.com)>; 'jeffrwd13@hughes.net' <[jeffrwd13@hughes.net](mailto:jeffrwd13@hughes.net)>; 'Steven Taylor [KDOT]' <[Steven.Taylor@ks.gov](mailto:Steven.Taylor@ks.gov)>; Anderson, Kyle <[KAnderson@leavenworthcounty.gov](mailto:KAnderson@leavenworthcounty.gov)>; Anderson, Lauren <[LAnderson@leavenworthcounty.gov](mailto:LAnderson@leavenworthcounty.gov)>; Magaha, Chuck <[cmagaha@lvsheriff.org](mailto:cmagaha@lvsheriff.org)>; Miller, Jamie <[JMiller@leavenworthcounty.gov](mailto:JMiller@leavenworthcounty.gov)>; Mitch Pleak <[MPLeak@olsson.com](mailto:MPLeak@olsson.com)>; Thorne, Eric <[ethorne@lvsheriff.org](mailto:ethorne@lvsheriff.org)>; Van Parys, David <[DVanParys@leavenworthcounty.gov](mailto:DVanParys@leavenworthcounty.gov)>  
**Cc:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>; Sloop, Stephanie <[SSloop@leavenworthcounty.gov](mailto:SSloop@leavenworthcounty.gov)>  
**Subject:** Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

The Department of Planning and Zoning has received an application for a Special Use Permit for the Rancho Andazola Event Center, located at 24822 Chieftain Road, Lawrence KS, 66044.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by November 29<sup>th</sup>, 2021.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at [Jgentzler@LeavenworthCounty.gov](mailto:Jgentzler@LeavenworthCounty.gov).

Thank you,

Joshua Gentzler  
Planner II  
[Planning & Zoning](#)  
Leavenworth County  
913.684.0464

# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Event Center Anazola  
**Date:** January 7, 2022

Krystal, thank you for the opportunity in review the recent special use permit submitted by Jose and Maria Andazola for an event center on their property. The suggestion I have would be the requirement of a contingent plan for the applicant in all hazard planning pertaining to their facility. The center would be responsible to provide safe shelter in the event of dangerous weather or other emergencies. The applicant needs to consider fire protection, IE. Escape routes posted, notification procedures, smoke detectors and emergency contacts to be posted throughout the facilities. The applicant needs to be able to address the public during severe weather, sheltering in the event of tornados or high winds or flood. An all hazard weather radio needs to be placed in the facility and monitored for impending alerts that may affect the area. Smoke detectors placed throughout the gathering points of the center. A sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. I have no further comments to make at this time.

## Allison, Amy

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**From:** Gentzler, Joshua  
**Sent:** Tuesday, November 30, 2021 1:37 PM  
**To:** Allison, Amy  
**Subject:** FW: [EXTERNAL]Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185  
**Attachments:** 2021.11.15 DEV-21-185 Application.pdf; DEV-21-185 Aerial With Label.pdf

Joshua Gentzler  
[Planning & Zoning](#)

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**From:** Ross Harris <Ross.Harris@evergy.com>  
**Sent:** Thursday, November 18, 2021 9:54 AM  
**To:** Gentzler, Joshua <JGentzler@leavenworthcounty.gov>  
**Subject:** FW: [EXTERNAL]Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

Internal Use Only

Good Morning,

Evergy has no issues with their request. Thanks for thinking of us & have a fantastic day.

Evergy – Lawrence  
Ross Harris

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**From:** Tyler Rebel <[Tyler.Rebel@evergy.com](mailto:Tyler.Rebel@evergy.com)>  
**Sent:** Wednesday, November 17, 2021 9:22 AM  
**To:** Design Group Lawrence Service Center <[DesignGroupLawrenceServiceCenter@evergy.com](mailto:DesignGroupLawrenceServiceCenter@evergy.com)>  
**Subject:** FW: [EXTERNAL]Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

Internal Use Only

Group – please see below – thanks all

**Tyler Rebel**  
**Distribution Designer**  
**Evergy**  
[tyler.rebel@evergy.com](mailto:tyler.rebel@evergy.com)  
**O:** 913.758.2727  
[evergy.com](http://evergy.com)

---

**From:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Sent:** Wednesday, November 17, 2021 8:41 AM  
**To:** 'ltorneden@rtfd21.com' <[ltorneden@rtfd21.com](mailto:ltorneden@rtfd21.com)>; 'dshepherd@rtfd21.com' <[dshepherd@rtfd21.com](mailto:dshepherd@rtfd21.com)>; Tyler Rebel <[Tyler.rebel@evergy.com](mailto:Tyler.rebel@evergy.com)>; 'jeffrwd13@hughes.net' <[jeffrwd13@hughes.net](mailto:jeffrwd13@hughes.net)>; 'Steven Taylor [KDOT]' <[Steven.Taylor@ks.gov](mailto:Steven.Taylor@ks.gov)>; Anderson, Kyle <[KAnderson@leavenworthcounty.gov](mailto:KAnderson@leavenworthcounty.gov)>; Anderson, Lauren

## Allison, Amy

---

**From:** Joe Osborn <joe@jfrwd13.com>  
**Sent:** Monday, December 13, 2021 8:29 AM  
**To:** Jefferson County RWD #13; Allison, Amy  
**Subject:** RE: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

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

The water district does not currently have any water lines that could supply this property. With proper upgrades to the distribution system it could be a possibility. The project would have to pass all applicable feasibility studies, be approved by Water District #13's board and be paid for by the interested party. If you need anything else please let me know.

**Joe Osborn**  
**District Manager**  
[joe@jfrwd13.com](mailto:joe@jfrwd13.com)  
1951 Wellman Rd.  
Lawrence, Ks 66044  
785-813-3589

---

**From:** Jefferson County RWD #13 <linda@jfrwd13.com>  
**Sent:** Friday, December 10, 2021 12:53 PM  
**To:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Cc:** Joe Osborn <joe@jfrwd13.com>  
**Subject:** FW: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185  
**Importance:** High

Joe,

Any comments?

Thank you,  
**Linda L. Lips**  
[linda@jfrwd13.com](mailto:linda@jfrwd13.com)  
Jefferson County R.W.D. #13  
1951 Wellman Rd.  
Lawrence, KS 66044  
785-842-1502  
[www.jfrwd13.com](http://www.jfrwd13.com)

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Friday, December 10, 2021 12:50 PM  
**To:** Jefferson County RWD #13 <linda@jfrwd13.com>; Joe Osborn <joe@jfrwd13.com>  
**Subject:** FW: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

Good Afternoon Linda and Joe,

## Allison, Amy

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**From:** Steven Taylor [KDOT] <Steven.Taylor@ks.gov>  
**Sent:** Thursday, December 16, 2021 10:53 AM  
**To:** Allison, Amy  
**Subject:** RE: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

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

Apologies for not replying sooner. At this time KDOT has no comments.

Steve Taylor  
Kansas Department of Transportation  
Utility Coordinator  
District 1 Area 3  
650 north K-7 Highway  
Bonner Springs, Ks.  
913-942-3049

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Thursday, December 9, 2021 9:35 AM  
**To:** Steven Taylor [KDOT] <Steven.Taylor@ks.gov>  
**Cc:** Voth, Krystal <KVoth@leavenworthcounty.gov>  
**Subject:** FW: Special Use Permit Review - Rancho Andazola Event Center - DEV-21-185

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

Good Morning Steven,

Below is an email that was sent out in November about a Special Use Permit for an event center at 24822 Chieftain Road. Our Public Works Department has indicated that they will not review this application because the property accesses off of a state-maintained road. Do you have any comments for the applicant?

Let me know if you have any questions.

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

---

**From:** Gentzler, Joshua  
**Sent:** Wednesday, November 17, 2021 8:41 AM

## RESOLUTION 2022-10

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an event center – Rancho Andazola on the following described property:

Lot 3, High Ridge Estates Subdivision located in Leavenworth County, Kansas, commonly known as 24822 Chieftain Rd, Lawrence, KS 66044.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 15<sup>th</sup> day of November, 2021, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 13<sup>th</sup> day of April, 2022; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

WHEREAS, the Board of County Commission considered, in session on the 4<sup>th</sup> day of May, 2022, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of May, 2022, and incorporated herein by reference;

That Case No. DEV-22-040, Special Use Permit for an Event Center – Rancho Andazola approved subject to the following conditions:

1. The business shall operate from 10:00 AM to 11:00 PM Saturday through Sunday.
2. The SUP shall be limited to ten (10) employees other than the business owner and family members.
3. The applicant shall adhere to the following memorandums:
  - a. Kyle Anderson, Code Enforcement – April 6, 2022
  - b. Chuck Magaha, Emergency Management – January 7, 2022
  - c. Joe Osborn, RWD #13 – December 13, 2021
4. The maximum occupancy for any event shall be 250 guests.
5. The applicant shall provide the Planning & Zoning Department with copies of any licenses required from the Kansas Department of Agriculture for a kitchen facility or serving of alcohol.
6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. No on-street parking shall be allowed.



9. A gravel parking lot, as shown on the proposed parking plan, shall be installed within one (1) year of the approval of this application.
10. Any noise generated from the proposed business shall be limited to 65 decibels, as measured from the property line.
11. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
12. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
13. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
14. The Special Use Permit shall be subject to the written narratives provided on November 15, 2022; December 10, 2021; February 24, 2022; and March 9, 2022.
15. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office within 30 days unless otherwise stated.

located in Section 02, Township 12 South, Range 20, also known as 24822 Chieftain Road, parcel no. 221-02-0-00-00-002.08 in Leavenworth County, Kansas.

Adopted this 4<sup>th</sup> day of May, 2022  
 Board of County Commission  
 Leavenworth, County, Kansas

\_\_\_\_\_  
 Mike Smith, Chairman

ATTEST

\_\_\_\_\_  
 Jeff Culbertson, Member

\_\_\_\_\_  
 Janet Klasinski

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

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

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

# Leavenworth County Request for Board Action

**Date:** April 25, 2022

**To:** Board of County Commissioners

**From:** Larry Malbrough, Director of Information Systems

## **Additional Reviews as needed:**

Administrator

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## **Server Virtualization Project**

### **Action Requested:**

Award the Server Virtualization Project.

### **Recommendation:**

Award the Server Virtualization Project to ISG in an amount not to exceed \$203,749.95.

### **Background:**

The County seeks to migrate on premise physical servers located within the courthouse to a virtual environment.

A long range objective to consolidate and virtualize the fleet of servers was approved in 2021. The age of some of the systems has been a concern, with several past due for replacement. Replacing them with new physical servers was put on hold when the opportunity to virtualize became a reality.

Staff believes it would be prudent to segment the project and proceed with virtualizing the servers located within the courthouse now, rather than wait on other required projects to be completed. In order to migrate systems located at other facilities to the virtual environment, the Fiber Loop Project and core network improvements would need to be completed.

The solution we use at the courthouse will set the standard for what the County should use at the future disaster recovery site, once the facility it is completed and suitably connectivity is established.

The I.S. Department released an RFP which closed on March 18, 2022. The Clerk's office received five (5) proposals.

## Analysis:

### Vendor/Product Proposals:

VENDOR	SERVICES	HARDWARE	LICENSES	AMOUNT
CDWG	N/A	\$131,900.00	N/A	\$131,900.00
ISG	\$20,800.00	\$123,783.48	\$59,166.47	\$203,749.95
ConvergeOne	\$75,431.00	\$110,995.44	\$48,329.22	\$234,755.66
IT Savvy	\$47,844.71	\$112,243.21	\$123,764.19	\$283,852.11
Redi Systems	N/A	N/A	N/A	\$879,498.22

### CDWG:

This proposal includes only SAN hardware. As such it does not satisfy the services requested in the proposal.

### ConvergeOne:

This proposal includes Dell hardware for the head-end systems and EMC for the Storage Area Network (SAN) and appropriate licensing for required software. These products are enterprise level quality and should provide a solid foundation for our virtual environment.

ConvergeOne has qualified staff capable of performing the necessary services.

### ISG:

This proposal includes HPE hardware for the head-end systems and an HPE Nimble SAN solution and includes the appropriate licensing for required software. These products are enterprise level quality and should provide a solid foundation for our virtual environment.

ISG has qualified staff capable of performing the necessary services.

### IT Savvy:

This proposal includes Lenovo hardware for the head-end systems and SAN. The proposal does not include any operating system or SQL licensing and is therefore considered incomplete. Regarding services, the proposal indicates Lenovo would be engaged for hardware staging and remote deployment, while IT Savvy would provide services for server setup once the virtual environment is available.

The Lenovo product line, while capable according to specifications, is not on par with other enterprise class equipment. The County has used Lenovo products, including their server line of systems, in the past due to attractive pricing and budget constraints. Considering the critical nature of this project, I lack confidence in this product line and do not recommend it. Disregarding of the absence of software licensing expenses, this proposal is still more expensive than competing proposals.

### Redi Systems:

This proposal includes Dell equipment for the head-end systems and SAN as well as mentions the necessary licensing. All of this is combined in one total price of \$879,498.22.

Due the extremely high price combined with a minimal amount of information, this proposal is dismissed from consideration.

**NetStandard Review/Comments:**

NetStandard (NSI), in their capacity as a technology partner and having contributed significantly with the process leading to this project, was solicited for an assessment of the various brands submitted. A copy of their review is attached.

**Conclusions:**

The proposals from ConvergeOne and ISG are both acceptable.

Dell/EMC and HPE/Nimble brands are both capable, matured products found in similarly sized endeavors such as ours. Staff considers these equals and finds no metric in order to recommend one over the other.

NSI endorses Dell/EMC equipment over the HPE/Nimble equipment proposed by ISG.

Staff believes both companies are equally capable of performing the necessary services. Research acknowledges HPE/Nimble and Dell/EMC products are not the same. Each has its pros and cons. However, staff finds no compelling reason to select Dell/EMC over HPE/Nimble.

The determining factor between the two comes down to costs. The ISG proposal being \$31,005.71 less than the ConvergeOne proposal. Taking into account that it is desired to create a disaster recovery site that mirrors this project, we can anticipate the same savings during that future project as well.

Staff recommends awarding the project to ISG in an amount not to exceed \$203,749.95.

**Alternatives:**

Award the project to ConvergeOne, which includes Dell/EMC equipment, for an amount not to exceed \$234,755.66.

Seek additional proposals

**Budgetary Impact:**

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Budgeted item with available funds
- Requesting ARPA funds

**Total Amount Requested:**

\$203,749.95

**Additional Attachments:**

NSI Review Letter  
ConvergeOne Quotes  
IT Savvy Quotes  
Redi System Quote  
ISG Quotes  
CDWG Quote



# NetStandard

Managing Technology

To whom it may concern,

NetStandard staff has reviewed the solutions presented by Leavenworth County I.S. staff, regarding the virtual infrastructure. It is NetStandard's opinion that the Dell\EMC storage solution would provide the best foundation to operate the County's current fleet of servers as well as provide flexibility to meet future needs for growth and performance. There are several technically unique functions of the Dell\EMC solution that are not present in the solutions presented from HPE\Nimble. NetStandard cannot concur with the County I.S. staff's decision to select HPE\Nimble for the virtualized infrastructure.

Thank you,

Sean Mackey

Vice President of Operations

# QUOTE CONFIRMATION



**DEAR LARRY MALBROUGH,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRCG002	3/15/2022	RUBRIK PROPOSAL	3773122	<b>\$131,900.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Rubrik R6404s - 30 TB</a> Mfg. Part#: RBK-R6404S-HW-01 Contract: MARKET	1	5488655	\$16,839.00	\$16,839.00
<a href="#">RUBRIK GO ENT R6404 LIC 1MO</a> Mfg. Part#: RBK-GO-EE-R6404 Electronic distribution - NO MEDIA Contract: MARKET	1	6629491	\$96,359.00	\$96,359.00
<a href="#">Rubrik network cable - 3 m</a> Mfg. Part#: RBK-F3M-CBL-01 Contract: MARKET	2	4110108	\$448.00	\$896.00
<a href="#">Rubrik - SFP+ transceiver module - GigE, 10 GigE</a> Mfg. Part#: RBK-SFP-TSR-01 UNSPSC: 43201553 Contract: MARKET	2	4110119	\$3,096.00	\$6,192.00
<a href="#">Rubrik Premium Support Services Plan - extended service agreement - shipmen</a> Mfg. Part#: RBK-SVC-PREM-HW Electronic distribution - NO MEDIA Contract: MARKET	1	5483836	\$6,565.00	\$6,565.00
<a href="#">Rubrik Professional Services - installation configuration</a> Mfg. Part#: RBK-PS-INST Electronic distribution - NO MEDIA Contract: MARKET	1	6426680	\$5,049.00	\$5,049.00

PURCHASER BILLING INFO	SUBTOTAL	\$131,900.00
<b>Billing Address:</b> LEAVENWORTH COUNTY ACCOUNTS PAYABLE 300 WALNUT ST STE 21 LEAVENWORTH, KS 66048-2765 <b>Phone:</b> (913) 684-0421 <b>Payment Terms:</b> NET 30-VERBAL	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$131,900.00</b>
	<b>DELIVER TO</b>	

**Shipping Address:**  
 LEAVENWORTH COUNTY  
 LARRY MALBROUGH  
 300 WALNUT ST STE 21  
 LEAVENWORTH, KS 66048-2765  
**Phone:** (913) 684-0421  
**Shipping Method:** DROP SHIP-GROUND

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Brittany Larson

(877) 220-1778

britlar@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$131,900.00</b>	<b>\$3,500.63/Month</b>	<b>\$131,900.00</b>	<b>\$4,053.29/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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T E C H N O L O G Y

Virtualization Nimble/Aruba/Microsoft/Veeam

Quote #KC-MR-170872 v2

Prepared For:

**Leavenworth County**

Larry Malbrough  
300 Walnut  
Leavenworth, KS 66048-2725

P: (913) 684-1067

E: lmalbrough@leavenworthcounty.org

Prepared by:

**Kansas City**

Michael Reece  
12980 Metcalf Ave #550  
Overland Park, KS 66213-2707

P: 785.266.2585

E: mreece@isgtech.com

Date Issued:

**04.11.2022**

Expires:

**05.10.2022**

		Price	Qty	Ext. Price
HPE DL365				
P38578-B21	<b>HPE DL365 Gen10+ 8SFF CTO Svr</b>	\$2,065.25	3	\$6,195.75
P39369-B21	<b>AMD EPYC 7262 Kit for DL365 Gen10+</b>	\$510.79	6	\$3,064.74
P07646-B21	<b>HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit</b>	\$410.76	24	\$9,858.24
P38579-B21	<b>HPE DL365 Gen10+ 8SFF SAS/SATA BC BP Kit</b>	\$191.78	3	\$575.34
P40496-B21	<b>HPE 240GB SATA RI SFF BC MV SSD</b>	\$155.80	6	\$934.80
P26471-B21	<b>HPE DL36x Gen10+ LP Riser Kit</b>	\$58.07	3	\$174.21
P08437-B21	<b>HPE 10GbE 2P BaseT QL41132 Adptr</b>	\$500.83	6	\$3,004.98
P21106-B21	<b>INT I350 1GbE 4p BASE-T Adptr</b>	\$380.54	3	\$1,141.62
869079-B21	<b>HPE Smart Array E208i-a SR G10 LH Ctrlr</b>	\$500.94	3	\$1,502.82
P08449-B21	<b>INT I350 1GbE 4p BASE-T OCP3 Adptr</b>	\$309.00	3	\$927.00
P37861-B21	<b>HPE DL36X Gen10+ Stnd Fan Kit</b>	\$34.69	3	\$104.07
P44887-B21	<b>HPE DL365 Gen10+ Base Stnd Fan Kit</b>	\$213.87	3	\$641.61
P38995-B21	<b>HPE 800W FS Plat Ht Plg LH Pwr Sply Kit</b>	\$259.32	6	\$1,555.92
BD505A	<b>HPE iLO Adv 1-svr Lic 3yr Support</b>	\$221.06	3	\$663.18
867998-B21	<b>HPE 1U Gen10 Bezel Kit</b>	\$34.04	3	\$102.12
P13771-B21	<b>HPE Gen10 Plus TPM BR Module Kit</b>	\$42.99	3	\$128.97
P14604-B21	<b>HPE Gen10+ Intrusion Detection Kit</b>	\$24.88	3	\$74.64
P07818-B21	<b>HPE DDR-4 DIMM Blanks Kit</b>	\$63.84	3	\$191.52
P19368-B21	<b>HPE DL385 G10 1U High Perf Heat Sink Kit</b>	\$117.65	6	\$705.90
P26485-B21	<b>HPE DL300 G10+ 1U SFF Easy Inst Rail Kit</b>	\$80.69	3	\$242.07
JL805A	<b>Aruba IOn 1960 12XT 4XF Sw</b>	\$1,771.06	2	\$3,542.12
F6M50AAE	<b>VMw vSph EssPlus Kit 6P 5yr E-LTU</b>	\$7,058.72	1	\$7,058.72
HU4B3A5 R2M	<b>HPE iLO Advanced Non Blade Support</b>	\$26.85	3	\$80.55
HU4B3A5 ZSE	<b>HPE Proliant DL365 Gen10 Plus Support</b>	\$1,937.04	3	\$5,811.12



T E C H N O L O G Y

HPE DL365	Price	Qty	Ext. Price
			Subtotal: <b>\$48,282.01</b>

HPE Nimble	Price	Qty	Ext. Price
Q8H39A HPE NS HF40 Hybrid CTO Base Array	\$19,311.66	1	\$19,311.66
R3Q00A HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit	\$1,795.20	1	\$1,795.20
Q8B55B HPE NS HF40/60 Hybrid 84TB FIO HDD Bndl	\$13,464.00	1	\$13,464.00
Q8G27B HPE Tier 1 Storage OS Default FIO SW	\$0.88	1	\$0.88
Q8J27A HPE NS C13 to C14 FIO Power Cord	\$0.21	2	\$0.42
R0P04A HPE NS HF40/60 8.64TB FIO Cache Bndl	\$14,562.34	1	\$14,562.34
R3P91A HPE Tier 1 Storage Array Standard Trk	\$0.21	1	\$0.21
HU4B0A5 HPE 5Y TC Essential Exch wDMR SVC	\$0.00	1	\$0.00
HU4B0A5 ZDW HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	\$1,125.97	1	\$1,125.97
HU4B0A5 T6U HPE NS HF40/60 8.64TB FIO CacheBndl Supp	\$8,165.52	1	\$8,165.52
HU4B0A5 ZFG HPE NS HF40 Hybrid Base Array Supp	\$14,971.44	1	\$14,971.44
HU4B0A5 ZFR HPE NS HF40/60 Hybrid 84TB HDD Bndl Supp	\$8,691.55	1	\$8,691.55
			Subtotal: <b>\$82,089.19</b>

Microsoft Licensing	Price	Qty	Ext. Price
DG7GMGF0D5VX: Windows Server 2022 - 1 User CAL (Perp Pre-Paid) 0007	\$46.00	450	\$20,700.00
DG7GMGF0D65N: Windows Server 2022 Datacenter - 16 Core (Perp Pre-Paid) 0002	\$6,085.25	3	\$18,255.75
DG7GMGF0FLR2:0 SQL Server 2019 Standard Core - 2 Core License Pack (NCE) 002 SQL Server 2019 Standard Core	\$3,586.00	2	\$7,172.00
			Subtotal: <b>\$46,127.75</b>



T E C H N O L O G Y

Veeam Backup Essentials		Price	Qty	Ext. Price
P-ESSVUL-01-SU5YP-00	<b>Veeam Backup Essentials Universal License + Production Support - Upfront Billing License - 5 Instance - 5 Year - Public Sector (5-Pack Bundle)</b>	\$1,495.00	4	\$5,980.00
			Subtotal:	<b>\$5,980.00</b>

Shipping		Price	Qty	Ext. Price
Freight	<b>Estimated shipping and handling charge</b>	\$471.00	1	\$471.00
			Subtotal:	<b>\$471.00</b>

Virtualization Professional Services		Price	Qty	Ext. Price
ISG-LABOR-ARCH-SYS	<b>Estimated ISG Professional Services - Systems Architect</b>	\$270.00	40	\$10,800.00
ISG-LABOR-SRENG-SYS	<b>Estimated ISG Professional Services - Senior Systems Engineer</b>	\$250.00	40	\$10,000.00
			Subtotal:	<b>\$20,800.00</b>

Quote Summary	Amount
HPE DL365	\$48,282.01
HPE Nimble	\$82,089.19
Microsoft Licensing	\$46,127.75
Veeam Backup Essentials	\$5,980.00
Shipping	\$471.00
Virtualization Professional Services	\$20,800.00
	<b>Total: \$203,749.95</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.

## 10. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

### 10.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

**Total Price: \$75,431.00**

- Milestone 1 (30%) - Project Initiation - Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Testing and QA Completion
- Milestone 4 (10%) - Final Customer Acceptance of the Project

### 10.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

## 11. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

### Customer's Authorized Representative:

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Signature

---

Printed Name

---

Title

---

Date

---

PO Number

## Solution Summary

### Dell Server

<p><b>Customer:</b> LEAVENWORTH COUNTY</p> <p><b>Ship To Address:</b> 601 S 3rd St Leavenworth, KS 66048-2868</p> <p><b>Bill To Address:</b> 300 WALNUT ST LEAVENWORTH, KS 66048</p> <p><b>Customer ID:</b> AOSLVCO0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Larry Malbrough</p> <p><b>Email:</b> lmalbrough@leavenworthcounty.org</p> <p><b>Phone:</b> (913) 684-1067</p> <p><b>National Account Manager:</b> Shelby Stephens</p> <p><b>Email:</b> SStephens@convergeone.com</p> <p><b>Phone:</b> +19137443223</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$9,048.96		One-Time		\$9,048.96
Hardware	\$110,995.44		One-Time		\$110,995.44
Maintenance					
VMWARE Maintenance	\$1,156.00		Prepaid		\$1,156.00
<b>Project Subtotal</b>	<b>\$121,200.40</b>				<b>\$121,200.40</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$121,200.40</b>				<b>\$121,200.40</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

**Special Comment to Solution Summary:**

CISCO SAAS QUOTE - By signing this quote, Customer acknowledges they have been provided and agree to the Cisco SaaS Terms of Service located here: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>. Should Customer desire to not allow the auto-renewal, forty-five (45) days' written notice prior to the end of the current term is required.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
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**Dell**

1	POWEREDGE R640 SERVER		2	\$14,917.99	\$29,835.98
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Comment: PowerEdge R640 MLK Motherboard  
 Trusted Platform Module 2.0 V3  
 2.5 Chassis with up to 8 Hard Drives and 3PCIe slots  
 PowerEdge R640 Shipping  
 PowerEdge R640 x8 Drive Shipping Material  
 PowerEdge R640 CCC and BIS Marking, No CE Marking  
 Intel Xeon Silver 4215R 3.2G, 8C/16T, 9.6GT/s, 11 M Cache, Turbo, HT (130W) DDR4-2400 - Qty 2 per server  
 Additional Processor Selected  
 DIMM Blanks for System with 2 Processors  
 Standard 1U Heatsink - Qty 2 per server  
 3200MT/s RDIMMs  
 Performance Optimized  
 32GB RDIMM, 3200MT/s, Dual Rank 8Gb BASE x4 - RAID 1 - Qty 12 per server  
 PERC H330 RAID Controller, Minicard  
 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, - Qty 2 per server  
 No Operating System  
 No Media Required  
 iDRAC9,Enterprise  
 iDRAC Group Manager, Disabled  
 iDRAC,Legacy Password  
 Riser Config 4, 2x16 LP  
 Intel X710 Quad Port 10GbE SFP+, rNDC  
 Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile  
 IDSDM and Combo Card Reader  
 No Internal Optical Drive for x4 and x8 HDD Chassis  
 8 Standard Fans for R640  
 Dual, Hot-plug, Redundant Power Supply (1+1), 1100W  
 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) - Qty 2 per server  
 Standard Bezel  
 Dell EMC Luggage Tag  
 No Quick Sync  
 Performance BIOS Settings  
 UEFI BIOS Boot Mode with GPT Partition  
 ReadyRails Sliding Rails With Cable Management Arm  
 No Systems Documentation, No OpenManage DVD Kit  
 US Order  
 Dell Hardware Limited Warranty Plus On-Site Service  
 ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years  
 ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years  
 Thank you for choosing Dell ProSupport Plus. For tech support, visit [//www.dell.com/contactdell](http://www.dell.com/contactdell)  
 On-Site Installation Declined

2	POWEREDGE R740XD SERVER		1	\$14,618.30	\$14,618.30
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## Solution Summary

### MS Licenses

<p><b>Customer:</b> LEAVENWORTH COUNTY</p> <p><b>Ship To Address:</b> ,</p> <p><b>Bill To Address:</b> 300 WALNUT ST LEAVENWORTH, KS 66048</p> <p><b>Customer ID:</b> AOSLVCO0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Larry Malbrough</p> <p><b>Email:</b> lmalbrough@leavenworthcounty.org</p> <p><b>Phone:</b> (913) 684-1067</p> <p><b>National Account Manager:</b> Shelby Stephens</p> <p><b>Email:</b> SStephens@convergeone.com</p> <p><b>Phone:</b> +19137443223</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$38,124.26		Monthly		\$38,124.26
<b>Project Subtotal</b>	<b>\$38,124.26</b>				<b>\$38,124.26</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$38,124.26</b>				<b>\$38,124.26</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

**Special Comment to Solution Summary:**



MICROSOFT ONLINE SERVICES AND AMAZON WEB SERVICES ADDITIONAL TERMS. Based on the service(s) ordered, fees for Microsoft Online Services and Amazon Web Services (the "Services") listed on this Order are provided on either a fixed fee or consumption basis and invoiced monthly or annually, as indicated, during the Term specified on the Order. Consumption based Services will be billed monthly in arrears based on actual usage regardless of any usage estimates that might have been provided in any proposal or on this Order. Unless a different term is specified on the Order, Seller will provide the Services for a term of one (1) year ("Initial Term"). Renewal. At the end of the Initial Term the Services will automatically renew for successive one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term") at the rate(s) then in effect unless at least thirty (30) days prior to the expiration of the then current Term, Customer or Seller provides the other with written notice of its intent not to renew. Cancellation. Customer may cancel the Services at any time during the Term by providing Seller thirty (30) days advance written notice of the requested date of termination ("Termination Date") and shall be liable as follows: (i) For Services that are billed monthly in advance, payment of the full monthly amount for the month in which notice was provided, plus one full additional month; (ii) For Services that are billed monthly in arrears by consumption, payment for actual usage up through the Termination Date; and, (iii) For Services that are billed annually in advance, Customer is not entitled to a refund of the fee paid for the current Term.

QUOTE EXPIRED 3/28/2022

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
1	WINDOWS SERVER 2022 DATACENTER - 2 CORE		16	\$711.41	\$11,382.56
2	MICROSOFT CSP WINDOWS SERVER 2022 - 1 USER CAL PERPETUAL		450	\$42.50	\$19,125.00
3	SQL SERVER 2019 STANDARD CORE PERP CSP		2	\$3,313.15	\$6,626.30
4	WINDOWS SERVER 2022 STANDARD - 2 CORE LICENSE PACK		8	\$123.80	\$990.40
				<b>Total:</b>	<b>\$38,124.26</b>



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITSavvy LLC  
313 South Rohlwing Road  
Addison, IL 60101  
www.ITSavvy.com

Quote Details	
Quote #:	3585639
Date:	03/16/2022
Expiration Date:	04/15/2022
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

# Quote

**Bill To:**  
ACCT #: 687439  
Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Ship To:**  
Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Client Contact:**  
Larry Malbrough  
(P) 913-684-1067  
lmalbrough@leavenworthcounty.gov  
v

**Client Executive:**  
Andrew Doellman  
(P) 312.676.5257  
(F) 630.396.6322  
adoellman@itsavvy.com

Item Description	Part #	MSRP	Qty	Unit Price	Total
1 <b>Lenovo ThinkSystem DM5000F</b> Manufacturer Part #: 7Y41S2FW00 UNSPSC: 43210000	23281338		1	\$18,987.37	\$18,987.37
2 <b>Lenovo Deployment</b> Configuration - on-site - for P/N: 7D7VCTO1WW, 7D7VCTORWW, 7D7WCTO1WW, 7D7WCTORWW, 7D7XCTO1WW, 7D7YCTO1WW, 7D7ZCTO1WW Manufacturer Part #: 5MS7A24102 UNSPSC: 81112301	21692422	\$7,130.00	1	\$6,158.95	\$6,158.95
3 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for P/N: 7Y41CTO1WW, 7Y41CTOLWW Manufacturer Part #: 5PS7A97445 UNSPSC: 81112301	23137086	\$2,629.00	1	\$1,415.79	\$1,415.79
4 <b>Lenovo Essential Service + Premier Support</b> Extended service agreement - parts and labor (for 12TB (12x 960GB SSD) Pack Fundamentals) - 3 years - on-site - 24x7 - response time: 4 h - for P/N: 7D4FCTO4WW, 7D4FCTOPWW, 7Y41CTO1WW, 7Y41CTOLWW, 7Y58CTO1WW, 7Y58CTOLWW Manufacturer Part #: 5WS7A97485 UNSPSC: 81112301	23137712	\$2,229.00	1	\$1,667.37	\$1,667.37
5 <b>Lenovo Hardware Installation Services</b> Installation - business hours - for ThinkSystem DM5000F 2U24 Chassis, controller enclosure Manufacturer Part #: 5AS7A83046 UNSPSC: 81112301	22516926	\$459.00	1	\$398.95	\$398.95
6 <b>Lenovo ThinkSystem DB610S</b> Manufacturer Part #: 7D8PS01Y00 UNSPSC: 43210000	23281339		2	\$13,421.05	\$26,842.10
7 <b>Lenovo Hardware Installation Services</b> Installation - business hours - for P/N: 6559-HC1, 6559-HC2, 6559- HC3, 6559-HC4, 6559-HC5, 6559-HC6, 6559-HC7 Manufacturer Part #: 5AS7A82994 UNSPSC: 81112301	22684072	\$399.00	2	\$343.16	\$686.32
8 <b>LENOVO ENTERPRISE SERVICES MGD PSPC 20XX CUSTOM-NA</b> Manufacturer Part #: 5MS7A35284 UNSPSC: 81111812	23019073	\$2,116.00	4	\$1,826.32	\$7,305.28

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$20,987.12	\$13,556.97	\$22,544.48	\$13,990.42

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$63,462.13  
Shipping: \$0.00  
**TOTAL: \$63,462.13**



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

ITsavvy LLC  
313 South Rohlwing Road  
Addison, IL 60101  
www.ITsavvy.com

Quote Details	
Quote #:	3585610
Date:	03/18/2022
Expiration Date:	04/15/2022
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

## Quote

**Bill To:**

ACCT #: 687439  
Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Ship To:**

Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Client Contact:**

Larry Malbrough  
(P) 913-684-1067  
lmalbrough@leavenworthcounty.gov  
v

**Client Executive:**

Andrew Doellman  
(P) 312.676.5257  
(F) 630.396.6322  
adoellman@itsavvy.com

Item Description	Part #	MSRP	Qty	Unit Price	Total
1 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7Z71S7QL00 UNSPSC: 43211502	23281329		1	\$23,841.05	\$23,841.05
2 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 V2 7Z71 Manufacturer Part #: 5PS7A67541 UNSPSC: 81112305	22955757	\$2,249.00	1	\$1,088.42	\$1,088.42
3 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7Z71S7QH00 UNSPSC: 43211502	23281330		2	\$16,865.26	\$33,730.52
4 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 V2 7Z71 Manufacturer Part #: 5PS7A67541 UNSPSC: 81112305	22955757	\$2,249.00	2	\$1,088.42	\$2,176.84
5 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7Z71S7QK00 UNSPSC: 43211502	23281331		1	\$8,492.63	\$8,492.63
6 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 V2 7Z71 Manufacturer Part #: 5PS7A67541 UNSPSC: 81112305	22955757	\$2,249.00	1	\$1,088.42	\$1,088.42
7 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7Z71S7QJ00 UNSPSC: 43211502	23281333		1	\$18,607.37	\$18,607.37
8 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 V2 7Z71 Manufacturer Part #: 5PS7A67541 UNSPSC: 81112305	22955757	\$2,249.00	1	\$1,088.42	\$1,088.42
9 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7Z71S7QG00 UNSPSC: 43211502	23281334		1	\$15,569.47	\$15,569.47
10 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 V2 7Z71 Manufacturer Part #: 5PS7A67541 UNSPSC: 81112305	22955757	\$2,249.00	1	\$1,088.42	\$1,088.42
11 <b>Lenovo</b> Deployment (for up to 4 node cluster) - on-site - for P/N: 7Z62CTO1WW, 7Z62CTO2WW, 7Z62CTO3WW, 7Z63CTO2WW,	23141656	\$9,113.00	1	\$7,850.53	\$7,850.53

7Z63CTO3WW, 7Z63CTO4VWW, 7Z63CTO5WW Manufacturer Part #: 5MS7B00082 UNSPSC: 81112305						
12	<b>LENOVO ENTERPRISE SERVICES MGD P5PC 20XX CUSTOM-NA</b> Manufacturer Part #: 5MS7A35284 UNSPSC: 81111812	23019073	\$2,116.00	5	\$1,828.42	\$9,142.10
13	<b>Lenovo ServiceUnit for Remote or Local Assistance</b> Technical support - consulting - 1 day Manufacturer Part #: 00Y3492 UNSPSC: 81111811	20057912	\$2,499.00	17	\$2,152.63	\$36,594.71
14	<b>ITsavvy-ASG Professional Svc</b> Manufacturer Part #: ASG-ES-ENG-OS UNSPSC: 43210000	ASG-ES-ENG-OS		50	\$225.00	\$11,250.00
<ul style="list-style-type: none"> <li>• Installation of Windows and Domain Controller set up, Server 4</li> <li>• Installation of Oracle on Server 5 complete with a database restore</li> <li>• Installation of SharePoint 2013 and restoration of 1.6TB of contents</li> </ul> 50% is due prior to start of project. Remainder is due upon completion of project.						

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$56,751.58	\$36,659.61	\$59,534.90	\$36,443.21

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$171,608.90  
Shipping: \$0.00  
**TOTAL: \$171,608.90**

**Notes From Your Client Executive**

WQ116145487



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITSavvy LLC  
313 South Rohlwing Road  
Addison, IL 60101  
www.ITSavvy.com

Quote Details	
Quote #:	3585624
Date:	03/16/2022
Expiration Date:	04/15/2022
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

# Quote

**Bill To:**  
ACCT #: 687439  
Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Ship To:**  
Leavenworth County  
300 Walnut Street  
Suite 106  
Leavenworth, KS 66048  
United States

**Client Contact:**  
Larry Malbrough  
(P) 913-684-1067  
lmalbrough@leavenworthcounty.gov  
v

**Client Executive:**  
Andrew Doellman  
(P) 312.676.5257  
(F) 630.396.6322  
adoellman@itsavvy.com

Item Description	Part #	MSRP	Qty	Unit Price	Total
1 <b>ThinkSystem SR650 Rack Server</b> Manufacturer Part #: 7X02UL8B00 UNSPSC: 43210000	23281335		1	\$9,353.68	\$9,353.68
2 <b>Lenovo Hardware Installation Services</b> Installation - business hours - for P/N: 7X02CTO1WW, 7X02CTOLWW Manufacturer Part #: 5AS7A83088 UNSPSC: 81112305	22505739	\$399.00	1	\$343.16	\$343.16
3 <b>Lenovo Essential Service + YourDrive YourData + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR630 7X02 Manufacturer Part #: 5PS7A06895 UNSPSC: 81112305	20686733	\$2,176.00	1	\$1,052.63	\$1,052.63
4 <b>Lenovo ThinkSystem DE4000H</b> Manufacturer Part #: 7Y77S29T00 UNSPSC: 43210000	23281336		1	\$20,115.79	\$20,115.79
5 <b>Lenovo Hardware Installation Services</b> Installation - business hours - for ThinkSystem DE4000H Hybrid 4U60 Chassis, 4U60 LFF controller enclosure Manufacturer Part #: 5AS7A83028 UNSPSC: 81112301	22684094	\$459.00	1	\$394.74	\$394.74
6 <b>Lenovo Deployment</b> Configuration - on-site - for P/N: 7Y68CTO1WW, 7Y70CTO1WW, 7Y71CTO1WW, 7Y77CTO1WW, 7Y78CTO1WW, 7Y79CTO1WW, 7Y80CTO1WW Manufacturer Part #: 5MS7A24104 UNSPSC: 81112301	21695658	\$5,339.00	1	\$4,611.58	\$4,611.58
7 <b>Lenovo Essential Service + Premier Support</b> Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h - for P/N: 7Y77CTO1WW Manufacturer Part #: 5WS7A21005 UNSPSC: 81112301	21560052	\$3,619.00	1	\$1,951.58	\$1,951.58
8 <b>LENOVO ENTERPRISE SERVICES MGD PSPC 20XX CUSTOM-NA</b> Manufacturer Part #: 5MS7A35284 UNSPSC: 81111812	23019073	\$2,116.00	6	\$1,826.32	\$10,957.92

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$16,132.05	\$10,420.76	\$17,329.14	\$10,753.94

Subtotal: \$48,781.08  
Shipping: \$0.00  
**TOTAL: \$48,781.08**

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

## Server Virtualization Project

**Leavenworth County, Kansas**

Revision: 0  
Modified: 3/9/2022



**REDI SYSTEMS**  
Creating Smart Spaces

**Redi Systems**

1601 Tuttle Creek Blvd.  
Manhattan, KS 66502 United States  
785-587-9100  
redisystemsinc.com



**REDI SYSTEMS**  
Creating Smart Spaces

- 2 ~DELL POWEREDGE R750 SERVER  
7-year warrenty/prosupport+4hour response
- 1 ~DELL POWERVAULT ME5084 STORAGE ARAY  
5-year warrenty/prosupport+4hr repsonse
- 1 ~LICENSING COSTS  
Microsoft windows server 2022 data center & cores required  
Microsoft SQL 2019 4 CORE  
Microsoft Windows Server 2022-2012 User CALS (500 count)  
VMWare vSphere 7 Enterprise (5-year license/support)  
VMWare vSAN Enterprise (5-year license/support)  
Veeam Backup & Replication (5-year support)

**Server Total**

**\$879,498.22**

**Project Subtotal:**

**\$879,498.22**

# PROJECT SUMMARY

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Total Installation Price:

\$879,498.22

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**Grand Total:**

**\$879,498.22**

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**Client:**

**Date**

**Contractor: Redi Systems**

**Date**



# Leavenworth County Request for Board Action

Date: April 21, 2022

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

## Additional Reviews as needed:

Administrator

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## Wireless Network Project

### Action Requested:

Award the Wireless Network Project.

### Recommendation:

Award the Wireless Network Project to C&C Group in an amount not to exceed \$43,500.

### Background:

The County seeks to implement a secure wireless network that would provide network connectivity to County departments and internet access for citizens within county facilities.

The I.S. Department released an RFP which closed on March 18, 2022. The Clerk's office received six (6) proposals.

### Analysis:

Vendor/Product Evaluations:

Capabilities: Rate the vendor's capability to perform the work in a timely, effective manner.

Quality: Quality of the equipment listed in the proposal.

Price: Rate the financial aspects of the proposal. TCO, ROI, etc.

VENDOR	CAPABILITIES	QUALITY	PRICE	SCORE
C&C Group	10	10	9	31.50
Redi Systems	10	7	10	28.75
Allegiant	10	8	7	27.00
ConvergeOne	10	8	5	25.00
IP Pathways	10	8	3	23.00
ISG	10	8	4	24.00

WEIGHT:                    100%                    125%                    100%

Weight: The quality of the equipment proposed received a higher weighting due to this project's long term success will be dictated primarily by the quality of the equipment.

Capabilities: All vendors are considered to be capable and qualified to perform the work.

Quality of Equipment: All brands were reviewed and technical specifications were compared.

Price: Bids varied significantly with options ranging from no maintenance, three year and five year options. This makes price comparison problematic as they are not all equivalent in scope with each other.

As illustrated in the table below, the pricing varies significantly in multiple categories.

VENDOR	BRAND	HARDWARE	SERVICES	MAINT 3YR	TOTAL 3YR	MAINT 5YR	TOTAL 5YR
Redi Systems	Ubiquiti	\$31,983.50	N/A	N/A	N/A	N/A	N/A
C&C Group	Extreme	\$10,050.00	\$3,450.00	\$18,500.00	\$32,000.00	\$30,000.00	\$43,500.00
Allegiant	Ruckus	\$24,397.50	\$7,350.00	\$7,861.00	\$39,608.50	N/A	N/A
ConvergeOne	Meraki MR44	\$32,677.00	\$17,488.00	\$8,071.00	\$58,236.00	\$10,335.00	\$60,500.00
ISG	Meraki MR56	\$51,802.00	\$8,000.00	\$8,642.50	\$68,444.50	\$10,370.50	\$70,172.50
IP Pathways	Meraki MR44	\$48,785.00	\$24,000.00	N/A	N/A	\$16,861.50	\$89,646.50

Gartner Ratings:

(<https://www.gartner.com/reviews/market/enterprise-wired-wireless-lan-access-infrastructure>)

TOPIC	RATING	E&C	I&D	S&S	PC
ExtremeCloud XIQ	4.7	4.5	4.6	4.5	4.6
Extreme Wireless Access Points	4.8	4.7	4.6	4.6	4.7
Ubiquiti Unifi Enterprise AP	4.5	4.6	4.7	4.2	4.6
Ubiquiti UniFi Controller	4.7	4.7	4.8	4.5	4.7
Ruckus Wireless Access Points	4.6	4.6	4.6	4.5	4.7
Ruckus SmartZone	4.7	4.5	4.6	4.4	4.5
Ruckus Zone Director	4.6	4.6	4.5	4.5	4.8
Cisco Meraki Cloud-Managed Indoor AP	4.7	4.5	4.8	4.7	4.7

E&C: Evaluation and Contracting  
 I&D: Integration and Deployment  
 S&S: Service and Support  
 PC: Product Capabilities

NetStandard Review/Comments:

NetStandard (NSI), in their capacity as a technology partner and having contributed significantly with the process leading to this project, was solicited for an assessment of the various brands submitted. A copy of their review is attached.

Included in this analysis is an NSI quote dated 12/10/2021. That quote was for several items, including this same objective. The quote is well beyond its expiration date, and is for 62 access points, whereas the RFP is for 50 access points. Adjusting the quantities to the levels requested in this RFP, their proposal would be for \$55,050, which includes three years of

maintenance. NSI proposed Aruba equipment. Services for deployment and installation were not specified so that would be an additional cost. NSI did not submit a proposal to this RFP.

**Conclusions:**

Redi Systems: While the lowest bid, the Ubiquiti equipment does not provide the level of performance and security suitable to our organization. The management capabilities and feature set are not at the enterprise level of the other competing products.

Neither the County nor NetStandard have any familiarity with the Ruckus brand. Due to the lack of firsthand experience with the equipment the Gartner ratings and the total cost of ownership were the driving factors in not recommending this solution.

The County has used Meraki equipment for several years and staff is familiar with the products and management capabilities.

A presentation of Extreme's Cloud XIQ management system highlighted desirable features and capabilities. The product offers increased visibility into network activity, coverage heat maps and sources of interference and extended logging capabilities. These features should enhance our ability to troubleshoot connectivity issues and optimize coverage zones. The product also provides additional security methods to ensure appropriate access levels are in place securing the public and private network.

The Extreme Networks solution is, in a manner of speaking, the second lowest bid. The three year maintenance option is \$32,000, which is \$16.50 more expensive than the proposal from Redi Systems which does not include any yearly maintenance or management capabilities.

Staff is confident in recommending Extreme Networks. Staff further recommends taking advantage of the five year maintenance option, locking in the rates, for a total of \$43,500.

**Alternatives:**

Award the project to C&C Group with three (3) years of support in an amount not to exceed \$32,000.

Award the project to the lowest bidder, Redi Systems, in an amount not to exceed \$31,983.50

**Budgetary Impact:**

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Budgeted item with available funds
- Requesting ARPA funds

**Total Amount Requested:**

\$43,500.00

**Additional Attachments:**

C&C Group Proposal  
Redi Systems Proposal  
Allegiant Proposal  
ConvergeOne Proposal  
IP Pathways Proposal  
ISG Proposal  
NSI Quote QTE 27996 (Excerpt)  
NSI Review Letter



# NetStandard

Managing Technology

To whom it may concern,

NetStandard staff has reviewed the solutions presented by Leavenworth County I.S. staff, regarding the wireless infrastructure. NetStandard was not familiar with several of the solutions proposed, however based on the information provided we would concur with the County I.S. staff's decision to select Extreme Networks.

Thank you,

Sean Mackey

Vice President of Operations

**A L L E G I A N T**

**Prepared For:**  
Larry Malbrough  
(913) 684-1067  
lmalbrough@leavenworthcount  
  
Leavenworth County  
300 Walnut St  
Leavenworth, KS 66048  
United States

**Prepared By:**  
Jim Walker  
(913) 402-2232  
jim.walker@allegiantnow.com  
  
Allegiant Technology  
10983 Granada Lane  
Suite 300

**Quote No:** ATQQ11322  
**Prepared On:** 2/28/2022  
**Expires On:** 3/30/2022

**∴ Ruckus Access Points with Local Management, Implementation & Training**

Qty	Description	Unit Price	Ext. Price
50	Ruckus R550 802.11ax dual-band indoor access point, 2x2:2	\$487.95	\$24,397.50
50	Ruckus AP management license for Virtual Smart Zone SZ-100/vSZ 3.X/SCG200/SZ300, 1 Ruckus AP Access point	\$73.29	\$3,664.50
50	Ruckus Associate Partner Support per AP, 3 Years	\$34.69	\$1,734.50
1	Ruckus Virtual SmartZone 3.0 or newer software virtual appliance. 1 Instance, includes 1 AP license	\$729.20	\$729.20
1	Ruckus Associate Partner Support for Virtual Smart Zone, 3 Years	\$345.29	\$345.29
6	Project Coordination Labor - Fixed Fee	\$129.00	\$774.00
24	Network Consulting Labor - Time & Materials - Programming	\$179.00	\$4,296.00
24	Cable Support Labor - Time & Materials - Placement	\$95.00	\$2,280.00

**Subtotal for Ruckus Access Points with Local Management, Implementation & Training = \$38,220.99**

**∴ Optional Ruckus Access Points with Cloud Management, Implementation & Training**

Qty	Description	Unit Price	Ext. Price
50	Ruckus R550 802.11ax dual-band indoor access point, 2x2:2 (Optional)	\$487.95	\$24,397.50
50	Ruckus Cloud Management, per AP. 3 years (Optional)	\$157.22	\$7,861.00
6	Project Coordination Labor - Fixed Fee (Optional)	\$129.00	\$774.00
24	Network Consulting Labor - Time & Materials - Programming (Optional)	\$179.00	\$4,296.00
24	Cable Support Labor - Time & Materials - Placement (Optional)	\$95.00	\$2,280.00

**Subtotal for Optional Ruckus Access Points with Cloud Management, Implementation & Training = \$39,608.50**

**Allegiant Technology**

10983 Granada Lane, Suite 300 | Overland Park, KS 66211 | 24/7/365 Help Desk: 913.599.6900 | allegiantnow.com

ATQQ11322

CONFIDENTIAL

Page 2 of 3

**A L L E G I A N T**

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**One Time Charges Summary**

Subtotal: **\$38,220.99**

**∴ Acceptance**

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BY SIGNING BELOW, YOU HEREBY ACKNOWLEDGE YOU HAVE READ AND AGREE TO BE BOUND BY ALLEGIANT'S TERMS AND CONDITIONS. THIS QUOTE IS BINDING UPON OUR ACCEPTANCE.

Customer Name:

Title:

Customer Signature:

Date:

**Allegiant Technology**

---

10983 Granada Lane, Suite 300 | Overland Park, KS 66211 | 24/7/365 Help Desk: 913.599.6900 | [allegiantnow.com](http://allegiantnow.com)

ATQQ11322

CONFIDENTIAL

Page 3 of 3



March 17, 2022

Customer: Leavenworth County

Project: Wireless Network Project

Location: County Clerk's Office, 300 Walnut Street, Suite 106, Leavenworth, KS, 66048

Thank you for the opportunity to work with you on the proposed Wireless Network Project. C&C Group is proud to present the below solution for your consideration. We look forward to working with you on the project.

C&C Group will be proposing two separate bids listed on the same form, separated by subscription terms; listed as **Option A (3 Year)**, and **Option B (5 Year)**.

**INCLUDED IN THE PROPOSAL:**

**Option A (3 Year):**

- Qty 50 – EXTREME Networks AP305C Wi-Fi 6 Access Points
- Qty 50 – Access Point Wall Mount Bracket
- Qty 50 – 3 Year EXTREME Cloud XIQ Pilot License subscription
- Qty 50 – 3 Year EXTREME Software & TAC support subscription
- Professional Services – Installation, Configuration of Cloud XIQ, Provisioning of SSIDs, Integration with Active Directory, Documentation, and Foundational Training.

**FOR THE TOTAL AMOUNT OF:**

**THIRTY-TWO THOUSAND DOLLARS: .....\$32,000**

---

**Option B**

- Qty 50 – EXTREME Networks AP305C Wi-Fi 6 Access Points
- Qty 50 – Access Point Wall Mount Bracket
- Qty 50 – 5 Year EXTREME Cloud XIQ Pilot License subscription
- Qty 50 – 5 Year EXTREME Software & TAC support subscription
- Professional Services – Installation, Configuration of Cloud XIQ, Provisioning of SSIDs, Integration with Active Directory, Documentation, and Foundational Training.

**FOR THE TOTAL AMOUNT OF:**

**FOURTY-THREE THOUSAND FIVE HUNDRED DOLLARS: .....\$43,500**

---



**EXCLUSIONS FROM PROPOSAL:**

- Tax – Assumed Project Exempt
- Concrete Drilling, Coring, Penetrations, or repair of such
- High Voltage Electrical, POE Injectors (Other than what the switch itself provides)
- Cable Drops
- Installation of Access Points that aren't accessible by ladder and will require a lift

By signing this proposal, you are authorizing C&C Group to proceed with the services as described in this proposal for the price listed and per the attached Terms & Conditions.

Thank you for the opportunity to submit this proposal. If you have any questions concerning this proposal, or if I may be of any further assistance, please don't hesitate to contact me at 785-471-3062 or [jleuszler@c-cgroup.com](mailto:jleuszler@c-cgroup.com).

Sincerely,

*Jacob Leuszler*

Jacob Leuszler  
Account Executive  
C&C Group

\*Quotation pricing is valid for a period of 30 days. Contracts are subject to approval of our general office and are contingent upon strikes, fire, flood, lightning strikes, governmental legislation or regulation, any other acts of God, and any delays beyond our control. C&C Group terms and conditions apply.



April 5, 2022

Customer: Leavenworth County

Project: Wireless Network Project

Location: County Clerk's Office, 300 Walnut Street, Suite 106, Leavenworth, KS, 66048

Thank you for the opportunity to work with you on the proposed Wireless Network Project. C&C Group is proud to present the below solution for your consideration. We look forward to working with you on the project.

C&C Group will be proposing two separate bids listed on the same form, separated by subscription terms; listed as **Option A (3 Year)**, and **Option B (5 Year)**.

**INCLUDED IN THE PROPOSAL:**

**Option A (3 Year):**

- Qty 50 – EXTREME Networks AP305C Wi-Fi 6 Access Points
- Qty 50 – Access Point Wall Mount Bracket
- Qty 50 – 3 Year EXTREME Cloud XIQ Pilot License subscription
- Qty 50 – 3 Year EXTREME Software & TAC support subscription
- Professional Services – Installation, Configuration of Cloud XIQ, Provisioning of SSIDs, Integration with Active Directory, Documentation, and Foundational Training.

Qty	Part #:	Part Description	Sale Price Per	Ext Sale Price
50	AP305C-FCC	Extreme Networks AP305C-FCC - Indoor WiFi6 AP 2x2 Radios with Dual 5GHz and 1x1GbE Port Integrated Light/Power Sensors	\$190.00	\$9,500.00
50	AH-ACC-BKT-AX-WL	EXTREME NETWORKS - Bracket Wall Mount	\$11.00	\$550.00
50	97000-AP305C-FCC	EW Software & TAC - AP305C-FCC	\$77.00	\$3,850.00
50	XIQ-PIL-S-C-EW	XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support	\$293.00	\$14,650.00
		PROFESSIONAL SERVICES		\$3,450.00

**FOR THE TOTAL AMOUNT OF:**

**THIRTY-TWO THOUSAND DOLLARS: ..... \$32,000**

**Option B**

- Qty 50 – EXTREME Networks AP305C Wi-Fi 6 Access Points
- Qty 50 – Access Point Wall Mount Bracket
- Qty 50 – 5 Year EXTREME Cloud XIQ Pilot License subscription
- Qty 50 – 5 Year EXTREME Software & TAC support subscription
- Professional Services – Installation, Configuration of Cloud XIQ, Provisioning of SSIDs, Integration with Active Directory, Documentation, and Foundational Training.

Qty	Part #:	Part Description	Sale Price Per	Ext Sale Price
50	AP305C-FCC	Extreme Networks AP305C-FCC - Indoor WiFi6 AP 2x2 Radios with Dual 5GHz and 1x1GbE Port Integrated Light/Power Sensors	\$190.00	\$9,500.00
50	AH-ACC-BKT-AX-WL	EXTREME NETWORKS - Bracket Wall Mount	\$11.00	\$550.00
50	97000-AP305C-FCC	EW Software & TAC - AP305C-FCC	\$120.00	\$6,000.00
50	XIQ-PIL-S-C-EW	XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support	\$480.00	\$24,000.00
		PROFESSIONAL SERVICES		\$3,450.00

**FOR THE TOTAL AMOUNT OF:**

**FOURTY-THREE THOUSAND FIVE HUNDRED DOLLARS: ..... \$43,500**

**EXCLUSIONS FROM PROPOSAL:**

- Tax – Assumed Project Exempt
- Concrete Drilling, Coring, Penetrations, or repair of such
- High Voltage Electrical, POE Injectors (Other than what the switch itself provides)
- Cable Drops
- Installation of Access Points that aren't accessible by ladder and will require a lift

## 12. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

### 12.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

**Total Price: \$17,488.00**

- Milestone 1 (50%) - Project Initiation - Kick Off Meeting, Resource Assignment, Design Completion
- Milestone 2 (50%) - Final Customer Acceptance of the Project

### 12.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

### 13. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

#### Customer's Authorized Representative:

---

Signature

---

Printed Name

---

Title

---

Date

---

PO Number

## Solution Summary

### Meraki Wireless

<b>Customer:</b> LEAVENWORTH COUNTY	<b>Primary Contact:</b> Larry Malbrough
<b>Ship To Address:</b> ,	<b>Email:</b> lmalbrough@leavenworthcounty.org
<b>Bill To Address:</b> 300 WALNUT ST LEAVENWORTH, KS 66048	<b>Phone:</b> (913) 684-1067
<b>Customer ID:</b> AOSLVCO0001	<b>National Account Manager:</b> Shelby Stephens
<b>Customer PO:</b>	<b>Email:</b> SStephens@convergeone.com
	<b>Phone:</b> +19137443223

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$18,406.00		One-Time		\$18,406.00
Hardware	\$32,677.00		One-Time		\$32,677.00
<b>Project Subtotal</b>	<b>\$51,083.00</b>				<b>\$51,083.00</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$51,083.00</b>				<b>\$51,083.00</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Summary"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement to each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
<b>CISCO MERAKE MR44 APS</b>					
1	Meraki MR44 WiFi 6 Indoor AP		50	\$653.54	\$32,677.00
<b>CISCO MERAKE MR44 APS Subtotal:</b>					\$32,677.00
<b>3YR LICENSING OPTION</b>					
2	Meraki MR Enterprise License, 3YR		50	\$161.42	\$8,071.00
<b>3YR LICENSING OPTION Subtotal:</b>					\$8,071.00
<b>5YR LICENSING OPTION</b>					
3	Meraki MR Enterprise License, 5YR		50	\$206.70	\$10,335.00
<b>5YR LICENSING OPTION Subtotal:</b>					\$10,335.00
<b>Total:</b>					<b>\$51,083.00</b>

## Meraki Configuration

### Prepared by:

IP Pathways - Kansas City  
 Kenneth Schroeder  
 816.423.2886  
 Fax 913.722.9108  
 kschroeder@ippathways.com

### Prepared for:

Leavenworth County  
 Larry Malbrough  
 300 Walnut St  
 Leavenworth, KS 66048-2725  
 lmalbrough@leavenworthcounty.org

### Quote Information:

Quote #: 16623  
 Version: 1  
 Date: 03/15/2022  
 Expiration Date: 04/15/2022

Any hours worked outside the scope of this Statement of Work will be billed in accordance with IP Pathways' standard rate schedule. This Statement of Work is based upon IP Pathways' current understanding of the Project scope and past experience in executing these types of engagements.

### Statement of Work Payment Terms

	Price	Down Payment	Due Upon Completion
Milestone One: 50% Down Payment	\$2,400.00	\$1,200.00	\$1,200.00
Milestone Two: 50% Down Payment	\$2,400.00	\$1,200.00	\$1,200.00
Milestone Three: 50% Down Payment	\$3,600.00	\$1,800.00	\$1,800.00
Milestone Four: 50% Down Payment	\$3,600.00	\$1,800.00	\$1,800.00
<b>Total:</b>	<b>\$12,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>

### Signature

An authorized signature below indicates acceptance for this Statement of Work.

### Please Check One of the Following\*:

- Invoice separately for SoW charges according to payment terms
- Deduct SoW charges from my existing pre-paid services balance\*\*

\*If no selection is made, project charges will be invoiced separately per payment terms.

\*\*If being deducted from an existing Tiered Services Block, box must be checked at time of signing in order to receive discount

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date





Cloud Platform

Managed Services

IT Solutions

IT Consulting

Proposal Summary

# Wireless Network Project

**Prepared by:**

IP Pathways - Kansas City  
Kenneth Schroeder  
816.423.2886  
Fax 913.722.9108  
kschroeder@ippathways.com

**Prepared for:**

Leavenworth County  
Larry Malbrough  
300 Walnut St  
Leavenworth, KS 66048-2725  
lmalbrough@leavenworthcounty.org

**Quote Information:**

Quote #: 16634  
Version: 1  
Date: 03/16/2022  
Expiration Date: 03/31/2022

IP Pathways is pleased to provide this quote for your wireless network project. This quote is valid for 30 days from the date of this quote. All prices are in US Dollars and include applicable taxes.

**Summary**

	<b>Amount</b>
Meraki APs with 5-Year Support Licenses	\$65,646.50
Meraki 5-Year Support Licenses for MS120 Switches	\$5,944.56
<b>Subtotal:</b>	<b>\$71,591.06</b>
<b>Shipping:</b>	<b>\$100.00</b>
<b>Total:</b>	<b>\$71,691.06</b>

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal Detail

## Wireless Network Project

Project Name: Wireless Network Project | Project ID: 16634 | Project Manager: [Redacted] | Date: 11/15/2024

### Meraki APs with 5-Year Support Licenses

SKU	Description	Qty	Price	Ext. Price
MR44-HW	Meraki MR44 WiFi 6 Indoor AP	50	\$975.70	\$48,785.00
LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	50	\$337.23	\$16,861.50
Subtotal				<b>\$65,646.50</b>

### Meraki 5-Year Support Licenses for MS120 Switches

SKU	Description	Qty	Price	Ext. Price
LIC-MS120-24P-5YR	Meraki MS120-24P Enterprise License and Support, 5 Year	17	\$349.68	\$5,944.56
Subtotal				<b>\$5,944.56</b>



TECHNOLOGY

**Meraki MR56 APs**

**Quote #KC-MR-170819 v1**

Prepared For:  
**Leavenworth County**  
 Larry Malbrough  
 300 Walnut  
 Leavenworth, KS 66048-2725  
 P: (913) 684-1067  
 E: lmalbrough@leavenworthcounty.org

Prepared by:  
**Kansas City**  
 Michael Reece  
 12980 Metcalf Ave #550  
 Overland Park, KS 66213-2707  
 P: 785.266.2585  
 E: mreece@isgtech.com

Date Issued:  
**03.18.2022**  
 Expires  
**05.07.2022**

Meraki APs		Price	Qty	Ext. Price
MR56-HW	<b>Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable</b>	\$1,036.04	50	\$51,802.00
			Subtotal:	<b>\$51,802.00</b>

Meraki Licensing Options		Price	Qty	Ext. Price
LIC-ENT-1YR	<b>Meraki MR Enterprise Cloud Controller License, 1 Year - Meraki MR Series Access Point - Subscription License 1 Access Point - 1 Year License Validation Period</b>	\$101.55	50	\$5,077.50
LIC-ENT-3YR	<b>Meraki MR Enterprise Cloud Controller License, 3 Years - Meraki MR Series Access Point - Subscription License 1 Access Point - 3 Year License Validation Period</b>	\$172.85	50	\$8,642.50
LIC-ENT-5YR	<b>Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period</b>	\$207.41	50	\$10,370.50
LIC-ENT-10YR	<b>Meraki MR Enterprise Cloud Controller License, 10 Years - Meraki MR Series Access Point - License 1 License - 10 Year License Validation Period</b>	\$350.01	50	\$17,500.50
			Subtotal:	<b>\$41,591.00</b>

Meraki Professional Services		Price	Qty	Ext. Price
ISG-LABOR-SRENG-NET	<b>Estimated ISG Professional Services - Senior Network Engineer</b>	\$250.00	32	\$8,000.00
Project Overview	<b>Review and capture any existing wireless network information (SSIDs, passwords, etc) 2) Work with client to ensure proper installation of Meraki APs - Client providing cabling, ISG physical install of APs in designated locations</b>	\$0.00	1	\$0.00
Project Overview	<b>4)Setup AD Integration 5)Update all APs to the latest GA code 6) Setup SSIDs to mirror previously deployed configuration a.To include separate public and guest/public Wi-Fi (Any VLANing on wired networking to be performed by client)</b>	\$0.00	1	\$0.00
Project Overview	<b>b.Best Practice is to keep SSID count under 4, for best management and AP experience 7)End user training on management and utilization of Meraki Dashboard a.To include updates, deployment of new assets and configuration of new, future SSIDs</b>	\$0.00	1	\$0.00
Project Overview	<b>8)Provide configuration runbook on how equipment was deployed</b>	\$0.00	1	\$0.00
			Subtotal:	<b>\$8,000.00</b>



T E C H N O L O G Y

Quote Summary	Amount
Meraki APs	\$51,802.00
Meraki Licensing Options	\$41,591.00
Meraki Professional Services	\$8,000.00
Total:	<b>\$101,393.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**50 UBIQUITI NETWORKS UAP-AC-PRO**  
 UniFi indoor/outdoor wireless access point (WAP), simultaneous dual-band Wi-Fi (2.4 GHz,5 GHz), range of up to 122 m (400 ft), PoE power adapter included, white.



**1 - TRAVEL & LODGING**  
 Travel and lodging required for installation

**1 - OPTIONAL WORK**  
 Post Project wireless survey delivery  
 32 hours of labor (\$8,000)

**Network Total**

**\$31,983.50**

**Project Subtotal:**

**\$31,983.50**

# PROJECT SUMMARY

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Total Installation Price:	\$31,983.50
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<b>Grand Total:</b>	<b>\$31,983.50</b>
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**Client:**

**Date**

**Contractor:** Redi Systems

**Date**

# Quotation



2000 Merriam Lane  
 Kansas City, KS 66106  
 (913) 262-3888 Fax: (913) 262-0660

Quote: QTE27996  
 Date: 12/10/2021  
 Master No.: 77,018

Description	UOM	Quantity	Unit Price	Ext. Price
3YR FC ARUBA 24X7 LICENSE CN BUNDLE SVC	EACH	62	\$119.00	\$7,378.00
ARUBA AP-515 US UNIFIED AP	EACH	62	\$819.00	\$50,778.00
3YR ARUBA FOUNDATION CARE NBD EXCH AP-515 SVC	EACH	62	\$138.00	\$8,556.00
ARUBA AP-MNT-E MOUNT BRACKET	EACH	62	\$25.00	\$1,550.00
UNITY 380F DPE 25X2.5 DELL FIELD RCK LL	EACH	2	\$9,090.00	\$18,180.00
UNITY 380F DPE INSTALL KIT	EACH	2	\$141.00	\$282.00
UNITY F 3.84TB ALL FLASH 25X2.5 SSD	EACH	23	\$4,997.00	\$114,931.00
PARTS ONLY WARRANTY 12 MONTHS	EACH	2	\$122.00	\$244.00
PROSUPPORT & 4HR MISSION CRITICAL INITIAL 12 MONTHS	EACH	2	\$13,717.00	\$27,434.00
PROSUPPORT & 4HR MISSION CRITICAL EXTENSION 24 MONTHS	EACH	2	\$27,434.00	\$54,868.00
DELL POWEREDGE R640 (2) XEON SILVER 4215R 3.2G 8 CORE 11M CACHE PROCESSORS, (1) 32GB RDIMM 3200MT/S DUAL RANK 16GB BASE, (2) 480GB SSD SATA READ INTENSIVE 6GBPS 2.5IN HOT PLUG DRIVE, RAID1, PERC H330, IDRAC ENTERPRISE, 8 FANS, READYRAILS W/CABLE ARM, BROADCOM 57416 DUAL PORT 10GBE BASE T ADAPTER LOW PROFILE, INTEL X710 QUAD PORT 10GBE SFP+, IDSDM & COMBO CARD READER, (2) 16GB MICROSDHC/SDXC CARD, DUAL 1100W REDUNDANT POWER SUPPLIES, & 3YR PROSUPPORT & 4HR MISSION CRITICAL	EACH	4	\$11,763.00	\$47,052.00
DELL POWEREDGE R740XD (1) XEON SILVER 4215R 3.2G 8 CORE 11M CACHE PROCESSOR, (1) 16GB RDIMM 3200MT/S DUAL RANK, PERC H750, (1) 480GB SSD MIX USE 6GBPS 2.5IN HOT PLUG DRIVE IN 3.5IN HYB CARRIER, (1) 480GB SSD MIX USE 6GBPS 2.5IN FLEX BAY DRIVE IN 3.5IN HYB CARRIER, 4TB 7.2K RPM SATA 6GBPS 3.5IN INTERNAL HARD DRIVE, BOSS CONTROLLER CARD + WITH 2 M.2 STICKS 240G (RAID 1) FH, IDRAC9 ENTERPRISE, INTEL X710 DUAL PORT 10GBE SFP+ & I350 DUAL PORT 1GBE, 6	EACH	2	\$6,435.00	\$12,870.00

All pricing above may be subject to change, depending upon the actual time of the estimate and the actual fulfillment date. By signing below, customer agrees to purchase the product/services described above subject to NSI terms and conditions. Freight charges will be added at the time of shipment based on the weight of the products shipped. Sales tax will be added where applicable. The above line item component prices are valid for this estimate only.

\_\_\_\_\_  
 Authorized Customer Signature and Date

# Leavenworth County Request for Board Action

Date: April 21, 2022

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

## Additional Reviews as needed:

Administrator

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## Firewall Upgrade Project

### Action Requested:

Award the Firewall Upgrade Project.

### Recommendation:

Award the Firewall Upgrade Project to ConvergeOne in an amount not to exceed \$80,411.26.

### Background:

The County seeks to replace two existing, end of life firewall devices and increase our network security with enhanced reporting and analysis capabilities.

Our firewalls are a critical piece of our infrastructure. These devices control all access to and from our networks, establish and maintain persistent connections to other networks, such as KCJIS, and AT&T's APN, provide virtual private network (VPN) connections for employees and secure the County's network perimeter.

The I.S. Department released an RFP which closed on March 18, 2022. The Clerk's office received four (4) proposals.

### Analysis:

Vendor/Product Proposals:

VENDOR	BRAND	AMOUNT
C&C Group	SonicWall	\$ 24,000.00
IP Pathways	Cisco	\$ 49,709.64
Redi Systems	SonicWall	\$ 55,745.00
ConvergeOne	FortiGate	\$ 80,411.26



#### SonicWall solutions:

Proposed by Redi Systems and C&C Group.

Both solutions are based on the SonicWall NSA 4700 devices and include high availability. C&C group included a five year subscription option for a total of \$33,750.

It has been determined that the SonicWall solution does not meet the needs of the County. NSI does not believe this product will support the necessary protocols for existing connectivity requirements. These same limitations would curtail future connectivity options that may present themselves. In addition, performance issues in a network of our size is a concern.

#### Cisco Solution:

IP Pathways' solution is based on the Cisco Firepower 2110 appliance. This solution would rely upon a virtual machine for management, which does not exist at the county at this time, therefore this solution is not suitable for our environment.

#### FortiGate Solution:

The RFP stated our preference for a FortiGate 401E firewall and the FortiAnalyzer 300G appliance for analytics and log management, though other solutions would be accepted for review. The proposal from ConvergeOne is for that equipment.

This preference is the result of analysis and research done by NSI in 2021. From that body of work it was determined that the Fortinet products would meet all of our existing connectivity requirements while adding additional analytics which would enhance our network security through increased visibility of network activity. Furthermore, these appliances are supported by most service providers and IT consulting firms nationwide. This would increase our options when seeking outside assistance or support.

Additional network security improvements are planned and would leverage this investment further.

This solution is the most expensive proposal, however, it is our determination that this is the appropriate solution for our organization and will provide the level of performance, security and service the County will need as we move forward.

#### NetStandard Review/Comments:

NetStandard (NSI), in their capacity as a technology partner and having contributed significantly with the process leading to this project, was solicited for an assessment of the various brands submitted. A copy of their review is attached.

Included in this analysis is an NSI quote dated 12/10/2021. That quote was for several items, including this same objective. The quote is well beyond its expiration date, and is for multiple firewall devices, whereas the RFP is for two. Adjusting the quantities to the levels requested in this RFP, their proposal would be for \$88,951, which includes three years of maintenance. Services for deployment and installation were not specified so that would be an additional cost. NSI did not submit a proposal to this RFP.

**Conclusions:**

Staff recommends the Fortinet solution, as proposed by ConvergeOne in an amount not to exceed \$80,411.26.

**Alternatives:**

**Budgetary Impact:**

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Budgeted item with available funds
- Requesting ARPA funds

**Total Amount Requested:**

\$80,411.26

**Additional Attachments:**

C&C Group Proposal  
Redi Systems Proposal  
ConvergeOne Proposal  
IP Pathways Proposal  
NSI Quote QTE 27996  
NSI Review Letter



# NetStandard

Managing Technology

To whom it may concern,

NetStandard staff have reviewed the solutions presented by Leavenworth County I.S. staff, regarding the firewall infrastructure. Our recommendation aligns with the County I.S. staff in moving forward with a Fortinet solution.

Thank you,

Sean Mackey

Vice President of Operations



March 17, 2022

Customer: Leavenworth County  
Project: Firewall Upgrade Project  
Location: County Clerk's Office, 300 Walnut Suite 106, Leavenworth, KS, 66048

Thank you for the opportunity to work with you on the proposed project, Firewall Upgrade Project. C&C Group is proud to present the below solution for your consideration. We look forward to working with you on the project.

C&C Group will be proposing two separate bids listed on the same form, separated by subscription terms; listed as **Option A (3 Year)**, and **Option B (5 Year)**.

**INCLUDED IN THE PROPOSAL:**

**Option A (3 Year):**

- Qty 1 – SonicWALL NSA 4700 Appliance
- Qty 1 – SonicWALL NSA 4700 High Availability Appliance
- 3 Year SonicWALL Essential Security Services Subscription
- 3 Year SonicWALL Network Security Manager Advanced Subscription with Management, Reporting, & Analytics
- Professional Services – Migration of Existing Configuration, VPN provisioning, Documentation, Configuration of Existing Connections, and Foundational training

**FOR THE TOTAL AMOUNT OF:**

**TWENTY-FOUR THOUSAND DOLLARS: .....\$24,000**

---

Customer Signature	Customer Printed Name	Date
--------------------	-----------------------	------

**Option B (5 Year):**

- Qty 1 – SonicWALL NSA 4700 Appliance
- Qty 1 – SonicWALL NSA 4700 High Availability Appliance
- 5 Year SonicWALL Essential Security Services Subscription
- 5 Year SonicWALL Network Security Manager Advanced Subscription with Management, Reporting, & Analytics
- Professional Services – Migration of Existing Configuration, VPN provisioning, Documentation, Configuration of Existing Connections, and Foundational training

**FOR THE TOTAL AMOUNT OF:**

**WRITTEN DOLLAR AMOUNT: .....\$33,750**

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Customer Signature	Customer Printed Name	Date
--------------------	-----------------------	------

## 7. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

### 7.1. Project Price and Billing Schedule

The Total Price for this services engagement is \$12,716.00 and will be billed with the following milestone schedule:

- Milestone 1 (100%) - Final Customer acceptance of the Project

## 8. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

### Customer's Authorized Representative:

---

Signature

---

Printed Name

---

Title

---

Date

---

PO Number

## Solution Summary

### Fortinet Firewalls 3YR

<p><b>Customer:</b> LEAVENWORTH COUNTY</p> <p><b>Ship To Address:</b> ,</p> <p><b>Bill To Address:</b> 300 WALNUT ST LEAVENWORTH, KS 66048</p> <p><b>Customer ID:</b> AOSLVCO0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Larry Malbrough</p> <p><b>Email:</b> lmalbrough@leavenworthcounty.org</p> <p><b>Phone:</b> (913) 684-1067</p> <p><b>National Account Manager:</b> Shelby Stephens</p> <p><b>Email:</b> SStephens@convergeone.com</p> <p><b>Phone:</b> +19137443223</p>
--	---

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Hardware	\$42,776.51		One-Time		\$42,776.51
Maintenance					
Manufacturer Maintenance	\$24,918.75		Prepaid		\$24,918.75
<b>Project Subtotal</b>	<b>\$67,695.26</b>				<b>\$67,695.26</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$67,695.26</b>				<b>\$67,695.26</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
1	FG-401E-BDL-950-36 - FortiGate-401E Hardware plus 3 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)		2	\$17,762.51	\$35,525.02
2	FAZ-300G - Centralized log & analysis appliance - 4x GE RJ45, 8TB storage, up to 100GB/Day of logs.		1	\$7,251.49	\$7,251.49
3	FC-10-L03HG-466-02-36 - FortiAnalyzer-300G 3 Year Enterprise Protection		1	\$24,918.75	\$24,918.75
	Comment: (24x7 FortiCare plus Indicators of Compromise Service, SOC Subscription license, and FortiGuard Outbreak Detection service)				
				<b>Total:</b>	<b>\$67,695.26</b>



## Cisco Firepower Installation

**Prepared by:**

IP Pathways - Kansas City  
 Kenneth Schroeder  
 816.423.2886  
 Fax 913.722.9108  
 kschröder@ippathways.com

**Prepared for:**

Leavenworth County  
 Larry Malbrough  
 300 Walnut St  
 Leavenworth, KS 66048-2725  
 lmalbrough@leavenworthcounty.org

**Quote Information:**

Quote #: 16614  
 Version: 1  
 Date: 03/11/2022  
 Expiration Date: 04/11/2022

Any hours worked outside the scope of this Statement of Work will be billed in accordance with IP Pathways' standard rate schedule. This Statement of Work is based upon IP Pathways' current understanding of the Project scope and past experience in executing these types of engagements.

**Statement of Work Payment Terms**

	Price	Down Payment	Due Upon Completion
Milestone One: 50% Down Payment	\$13,500.00	\$6,750.00	\$6,750.00
<b>Total:</b>	<b>\$13,500.00</b>	<b>\$6,750.00</b>	<b>\$6,750.00</b>

**Signature**

An authorized signature below indicates acceptance for this Statement of Work.

Please Check One of the Following\*:

- Invoice separately for SoW charges according to payment terms
- Deduct SoW charges from my existing pre-paid services balance\*\*

\*If no selection is made, project charges will be invoiced separately per payment terms.

\*\*If being deducted from an existing Tiered Services Block, box must be checked at time of signing in order to receive discount

Signature

Date



Cloud Platform

Managed Services

IT Solutions

IT Consulting

Proposal Summary

## Firewall Upgrade

### Prepared by:

IP Pathways - Kansas City  
Kenneth Schroeder  
816.423.2886  
Fax 913.722.9108  
kschroeder@ippathways.com

### Prepared for:

Leavenworth County  
Larry Malbrough  
300 Walnut St  
Leavenworth, KS 66048-2725  
lmalbrough@leavenworthcounty.org

### Quote Information:

Quote #: 16637  
Version: 1  
Date: 03/16/2022  
Expiration Date: 03/31/2022

### Summary

	Amount
Cisco Firepower 2110 Bundle	\$14,590.75
5 Year Support	\$35,068.89
<b>Subtotal:</b>	<b>\$49,659.64</b>
<b>Shipping:</b>	<b>\$50.00</b>
<b>Total:</b>	<b>\$49,709.64</b>

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal Detail

## Firewall Upgrade

### Cisco Firepower 2110 Bundle

SKU	Description	Qty	Price	Ext. Price
FPR2110-FTD-HA-BUN	Cissco Firepower 2110 Threat Defense Chss,Subs HA Bundle	1		
L-FPR2110T-TMC=	Cisco FPR2110 Threat Defense Threat, Malware and URL License	2		
FPR2110-NGFW-K9	Cisco Firepower 2110 NGFW Appliance, 1U	2		
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2		
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2		
FPR2K-SSD100	Firepower 2000 Series SSD for FPR-2110/2120	2		
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	2		
SF-F2K-TD7.0.1-K9	Cisco Firepower Threat Defense software v7.0.1 for FPR2100	2		
FS-VMW-2-SW-K9	Cisco Firepower Management Center,(VMWare) for 2 devices	1		
L-AC-PLS-LIC=	Cisco AnyConnect Plus Term License, Total Authorized Users	25		
			Subtotal	<b>\$14,590.75</b>

### 5 Year Support

SKU	Description	Qty	Price	Ext. Price
L-FPR2110T-TMC-5Y	Cisco FPR2110 Threat Defense Threat, Malware and URL 5Y Subs	2	\$11,048.44	\$22,096.88
CON-SSSNT-FPR21FWN	SOLN SUPP 8X5XNBD Cisco Firepower 2110 NGFW Appliance, 1U	2	\$6,033.35	\$12,066.70
CON-ECMUS-VMWSW2	SOLN SUPP SWSS Cisco Firepower Management Center, (VMWare) fo	1	\$593.06	\$593.06
L-AC-PLS-5Y-S1	Cisco AnyConnect Plus License, 5YR, 25-99 Users	25	\$12.49	\$312.25
			Subtotal	<b>\$35,068.89</b>

- 1    ~**SONICWALL 02-SSC-9554**  
Nsa 4700 secure upgrade plus advanced edition 3-year
- 1    ~**SONICWALL 02SSC-8986**  
Nsa 4700 high availability
- 1    ~**SONICWALL 02-SSC-1531**  
Analyticson on-premium 10TB storage license
- 1    ~**SONICWALL 02-SSC-1538**  
24x7 support for analytics on-premium 10TB storage 3-year
- 1    - **INSTALLATION LABOR**  
System Pre-Build/Project Management



**Firewall Total**

**\$55,745.00**

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**Project Subtotal:**

**\$55,745.00**

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# PROJECT SUMMARY

Total Installation Price:

\$55,745.00

**Grand Total:**

**\$55,745.00**

**Client:**

**Date**

**Contractor:** Redi Systems

**Date**



# Information Systems Department Quarterly Report

April 27, 2022

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## REPORT PERIOD: FIRST QUARTER – 2022

### Budget

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Total Budget	\$720,863.00
Total Expenditures	\$124,756.31
End of Quarter Balance	\$596,106.69

### Personnel

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One IT Technician, a member of the Missouri National Guard, is on military service and is expected to be absent for much, possibly all, of 2022. A temporary hire is performing those duties.

### Projects

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#### Call Manager Upgrade (aka Phone System)

The upgrade and migration has been completed and the emergency responder component has been implemented.

#### Cisco Duo (Multi-Factor Authentication)

The product has been deployed and implemented for all VPN connections and Outlook Web Access, which satisfies the original scope of this project.

The I.S. Department is evaluating implementation of this system for workstation authentications, i.e. when an employee signs on to a County computer. This additional level of security is becoming common in the work place. Should it be implemented, this would further enhance the County's ability to prevent unauthorized access to County resources. It would also counter the threat posed by shared passwords or poorly secured passwords.

#### Fiber Optic Cable

Olsson has completed the preliminary work and bid documents were released to the public on 4/26/2022. The deadline for proposal is set for 10:00 a.m. on 5/26/2022.

This project has fallen behind the ambitious, overly optimistic schedule the I.S. Department had originally intended. I.S. had not estimated accurately for the amount of time it would take for Olsson to work with other entities to resolve any permit concerns in advance of releasing this project for bids. It is my understanding that the time invested will prevent post-award delays and ensure a smoother process after the project is awarded.

**Wireless Network**

Presentation to the commission planned for 5/4/2022.

**Firewall Replacement**

Presentation to the commission planned for 5/4/2022.

**Server Virtualization**

Presentation to the commission planned for 5/4/2022.

**Intercom Research**

I.S. has purchased an IP Speaker and is testing the device for suitability as an "intercom" for Council on Aging, specifically for when they relocate to the Cushing facility later this year.

Thus far, we have integrated the speaker with the phone system and we believe it will be a suitable solution. We still need to implement the device within the Informacast software, which will provide additional flexibility for our deployment options. Most notably, we would then be able to tie multiple IP speakers to one phone number thereby allowing greater coverage during use.

The Sheriff's Office has expressed interest in this project as they would welcome a suitable intercom system within their areas as well.

I can see many potential uses for this type of equipment in the future.

## Help Desk Activity

For the period of 1/1/2022 through 3/31/2022: 445 help desk tickets have been received, up from 364 for the fourth quarter of 2021.

DEPARTMENT	TICKETS
Sheriff's Office	136
District Court	57
Treasurer's Office	37
County Attorney Office	36
EMS	36
Human Resources	24
Council on Aging	21
Community Corrections	19
Register of Deeds	15
Information Systems	12
Public Works	11
Appraiser's Office	9
Health Department	9
Transfer Station	6
Buildings and Grounds	3
Clerk's Office	3
Commission	3
Planning and Zoning	3
Weed Department	3
GIS	2

Note: This data only represents documented service requests contained within the help desk management system. The Sheriff's Office had filled their IT position prior to this quarter. The majority of tickets generated by the Sheriff's Office are handled internally.



## Miscellaneous

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### **iBoss Renewal (Web Filtering Solution)**

Renewal completed. New version of iBoss was implemented and previous configuration was migrated to the new solution. Minimal negative issues experienced after migration; a handful of systems were not suitably configured and experienced difficulty accessing the internet until the situation was identified and then quickly resolved.

### **Cyber-Security Simulation (NACo)**

Attended a week long NACo hosted cyber-security simulation.

Three additional simulations on other topics will be hosted later in the year. The next one, in June, is on web site defacement or counterfeit web sites.

The registration fee with NACo makes these events free to other county employees. I am sending invitations out and hope to see other county staff attend these events. Security awareness, particularly at this price (free), should be taken advantage of.

I also attended a webinar regarding the City of Independence's cyber-attack. Independence suffered an advanced ransomware attack. This webinar provided insights into the nature of the attack as well as the mitigations the city underwent after the mess was cleaned up.

We recently learned of Wyandotte County suffering the effects of a ransomware infection.

### **District Court – Courtroom Audio**

Assisted District with a number of improvements to their courtrooms. Array microphones have been deployed to a couple of courtrooms. Some powered mixers needed replaced as well as several microphones.

### **Technology Report for Public Works**

Completed a thorough review of Public Works' technology. Performed a physical asset inventory as well as a thorough digital inventory of the departments' data, including access lists. Provided a final report to Public Works.

### **Exchange Server**

Updated the exchange servers to current patch levels.

The Exchange servers were not being updated as anticipated. The issue was raised with NetStandard. I.S. was informed that the service contract we have with NetStandard does not include the patching of Exchange. They will only patch the operating system. For Exchange, this is of little value. Therefore it is incumbent upon the I.S. Department to monitor and maintain our exchange environment, as we have always done in the past.

The Exchange servers were removed from the vital services agreement.

## **County Attorney's Office**

Ordered various equipment for their new positions.

It has come to our attention that JSI does not intend to produce any future updates to "Fullcase", the application the County Attorney's Office has used for several years. JSI intends to discontinue the product at some point in the future. No dates have been provided at this time.

This is not necessarily an I.S. Department issue. I.S. will attend to whatever solution a County department decides to use, which is how we came to administering the "Fullcase" server in the first place. I mention this situation in order to inform the commission of an anticipated future conversation, presumably during the budget process. The I.S. Department will provide any assistance required.

## **EMS**

Replaced the Toughbook tablets used by EMTs. The new keyboards for the tablets are still on backorder, so they have been using the old keyboards, which serendipitously work with the new model, for the time being.

## **Community Corrections**

Assisted with the relocation of their IT equipment to their new offices and ordered various IT equipment at their request: laptops, printers, workstations, phones, etc.

## **Court Services**

Assisting with the relocation of their IT equipment to their new location and ordered the necessary equipment for their new positions.

## **Treasurer's Office**

Replacing the Annex copier due to age.

## **Human Resources**

Replaced their copier due to age.

**WORK SESSION  
MATERIAL ONLY**

**ECONOMIC DEVELOPMENT INCENTIVE POLICY  
LEAVENWORTH COUNTY, KANSAS**

**DRAFT: FOR REVIEW ONLY**

Adopted Via Board of County Commissioners  
Ordinance No. XXXXXX  
May XX, 2022

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## POLICY INTRODUCTION

Leavenworth County, Kansas desires to be a community that welcomes new business investment and supports the businesses that have previously chosen the County as their home. A vibrant business community improves the quality of life for all residents and corporate citizens. Economic Development and Quality of Life are interdependent goals. Private investment and job creation build a stronger community that allows for the sustained excellence of a vibrant region.

Economic development incentives, if exercised with prudence and discernment, can assist in maintaining and building employment opportunities as well as the tax base the County relies upon to fortify its' core strength. The purpose of this document is to establish the official policies of Leavenworth County for the use of economic development incentives. ***All projects will be evaluated by the guidelines set forth in this document as well as the consideration of how a given project will impact the community financially and/or aesthetically.***

## PRELIMINARY FUNDING AGREEMENTS

Many projects requesting incentives are relatively typical and can be administered by existing County staff through current plans of work. Larger projects, particularly those that request establishment of special districts, including Tax Increment Financing, Community Improvement Districts or multiple financing tools, require substantial staff commitment and often necessitate the engagement of outside consultants. The County does not have a source of funds to cover costs incurred for additional legal, financial and other consultants for out-of-pocket expenses and other costs resulting from services to research, analyze and plan for the most appropriate mix of funding sources. In such cases, the County will require the applicant to enter into a Preliminary Funding Agreement to assure all such costs are considered and covered.

***All such funding agreements shall submit an Annual Report to Leavenworth County no later than March 1 for the duration of the project.***

## TAX INCREMENT FINANCING

### OBJECTIVES.

The proper use of TIF can promote, stimulate and develop the general and economic welfare of and quality of life in the County. This Policy establishes the procedures of Leavenworth County, Kansas, for considering applications for Tax Increment Financing ("TIF") used for economic development and redevelopment purposes in accordance with the provisions of K.S.A. 12-1770 *et seq.* and any amendments thereto (the "Act").

### SCOPE.

The County is committed to the high quality and balanced growth and development of the community; to preserving the County's unique character and distinctive atmosphere; and to revitalizing and redeveloping areas of the County. Although the County does not encourage the practice of subsidizing private business with public funds, insofar as the County's objectives are substantially advanced by the expansion of the tax base and enhancement of the local economy, the County will consider, on a case-by-case basis, the approval of TIF projects where, but for the availability of TIF, such development would not be economically viable. It is the policy of the County that any decision regarding the approval of TIF projects will be made in accordance with the guidelines, criteria, and procedures outlined in this Policy. Nothing herein shall imply or suggest that the County is under any obligation to approve a TIF Project for any applicant.

### DEFINITIONS.

For the purpose of this Policy, the words or phrases as used in this Policy shall have meaning or be construed as follows unless otherwise defined by state statute.

**APPLICANT:** The individual or business and its officers, employees, and agents requesting approval of a redevelopment district or redevelopment project plan associated with any proposed TIF Project. May also be referred to as Developer.

**ASSOCIATED THEREWITH:** As used with respect to tangible personal property shall mean being located within, upon, or adjacent to buildings or added improvements to buildings.

**BASE YEAR ASSESSED VALUATION:** The assessed valuation of all real property within the boundaries of a redevelopment district on the date the redevelopment district was established.

**BLIGHTED AREA:** An area of real property which:

1. Because of the presence of a majority of the following factors, substantially impairs or arrests the development and growth of Leavenworth County or constitutes an economic or social liability or is a menace to the public health, safety, morals or welfare in its present condition and use:

- a. a substantial number of deteriorated or deteriorating structures;
- b. predominance of defective or inadequate street layout;
- c. unsanitary or unsafe conditions;
- d. deterioration of site improvements;
- e. tax or special assessment delinquency exceeding the fair value of the real property;

- f. conditions which create economic obsolescence; or
- g. defective or unusual conditions of title including but not limited to cloudy or defective titles, multiple or unknown ownership interests to the property;
- h. improper subdivision or obsolete platting or land uses;
- i. the existence of conditions which endanger life or property by fire and other causes; or

2. Has been identified by any state or federal environmental agency as being environmentally contaminated to an extent that requires a remedial investigation, feasibility study and remediation or other similar state or federal action; or

3. Previously was found by resolution of the Board of County Commissioners to be a a blighted area under K.S.A. 17-4742, *et seq.*, and amendments thereto.

**CAPITAL INVESTMENT:** The acquisition cost of land, buildings and tangible personal property constituting capital assets for accounting purposes.

**CONSERVATION AREA:** Any improved area comprising 15% or less of the land area within the corporate limits of the County in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

1. dilapidation, obsolescence or deterioration of the structures;
2. illegal use of individual structures;
3. the presence of structures below minimum code standards;
4. building abandonment;
5. excessive vacancies;
6. overcrowding of structures and community facilities; or
7. inadequate utilities and infrastructure.

**DISPOSITION AND DEVELOPMENT AGREEMENT:** A written agreement between the County and a Developer regarding the construction and financing of a redevelopment project. Such agreement shall address issues involved in the redevelopment project, including, but not limited to the following: Schedule of construction; acquisition of land; eligible TIF expenses; prioritization of payment; scope of the development (including development criteria); indemnity of the County and insurance requirements; reimbursement of County costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; County inspection and information access rights; reporting requirements; and remedies upon default.

**FEASIBILITY STUDY:** A study which shows whether a redevelopment project's benefits and tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1), and amendments thereto, are expected to exceed or be sufficient to pay for the redevelopment project costs and the effect, if any, the redevelopment project costs will have on any outstanding special obligation bonds as authorized pursuant to K.S.A. 12-1774(a)(1)(D), and amendments thereto. A Feasibility Study performed by the County or its designee shall be prepared prior to approval of the redevelopment project plan.

**FINANCE TEAM:** A Committee comprised of the County Administrator, the Deputy Administrator and/or Economic Development Administrator, the County Counselor, the County Clerk, the County Planning and



Zoning Director, the County's Financial Advisor and the County's Bond Counsel, or their designees, whose function is to review TIF applications and make recommendations for approval or denial to the Board of County Commissioners.

**REAL PROPERTY TAXES:** Includes all taxes levied on an *ad valorem* basis upon land and improvements thereon.

**REDEVELOPMENT DISTRICT:** The specific area declared to be an eligible area in which Leavenworth County may develop one or more redevelopment projects. This is sometimes referred to as a TIF District.

**REDEVELOPMENT DISTRICT PLAN:** The preliminary plan that identifies all of the proposed redevelopment project areas and identifies in a general manner all of the buildings, facilities and improvements in each that are proposed to be constructed or improved in each redevelopment project area.

**REDEVELOPMENT PROJECT:** The approved project to implement a project plan for the development of the established redevelopment district and for which a redevelopment project plan is approved and a disposition and development agreement is executed. This is sometimes referred to as a TIF Project.

**REDEVELOPMENT PROJECT PLAN:** The plan adopted by the County for the development of a redevelopment project or projects which conforms to K.S.A. 12-1772, and amendments thereto, in a redevelopment district. Any redevelopment project must be completed within 20 years from the date of approval of the redevelopment project plan.

**TAX INCREMENT:** The amount of real property taxes collected from real property located within the redevelopment district that is in excess of the amount of real property taxes which is collected from the base year assessed valuation. In certain circumstances, the County may also allow capture of the incremental sales tax revenues and franchise fees generated by the redevelopment project.

**TAXING SUBDIVISION:** Includes the County, the unified school districts and any other taxing subdivision levying real property taxes, the territory or jurisdiction of which includes any currently existing or subsequently created redevelopment district.

## **PROVISIONS.**

### **Legal Authority**

Pursuant to state law, the County may create redevelopment districts in blighted areas, conservation areas, and enterprise zones created pursuant to K.S.A. 12-17,110 prior to July 1, 1992. Certain costs of improvements within the redevelopment district may be reimbursed to the Developer or paid through the issuance of special obligation bonds or full faith and credit bonds. Funds to pay the reimbursement or to retire the bonds are generated by the tax increment and other sources that may be pledged by the County. This authority is discretionary and the County may provide for tax increment financing in an amount and for purposes more restrictive than that authorized by statute. No privately owned property shall be acquired and redeveloped if the Leavenworth County Board of County Commissioners or the Board of Education levying taxes on property proposed to be included in the redevelopment district determines, in the manner prescribed by K.S.A. 12-1771(d), and amendments thereto, that the proposed redevelopment district will have an adverse effect on such county or school district.

## Eligible Redevelopment Project Costs

Permissible redevelopment project (TIF Project) costs or expenses are those costs necessary to implement a redevelopment project plan, including but not limited to:

- acquisition of property within the redevelopment project area;
- payment of relocation assistance;
- site preparation including utility relocations;
- sanitary and storm sewers and lift stations;
- drainage conduits, channels and levees and river walk canal facilities;
- street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;
- street lighting fixtures, connection and facilities;
- underground gas, water, heating, and electrical services and connections located within the public right-of-way;
- sidewalks and pedestrian underpasses or overpasses;
- drives and driveway approaches located within the public right-of-way;
- water mains and extensions;
- plazas and arcades;
- parking facilities;
- landscaping and plantings; fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; and
- all related expenses to redevelop and finance the redevelopment project.

Regardless of what may be allowed by the Act, it is the County's Policy that redevelopment project costs **shall not include:**

- costs incurred in connection with the construction of buildings or other structures to be owned by or leased to a Developer;
- attorney fees, financial advisor fees, real estate commissions paid to developers, developer fees, and fees paid to consultants representing developers. This prohibition does not extend to architectural and engineering fees; environmental and geotechnical consultants or other similar due diligence expenses associated with a project or the infrastructure construction;
- soft costs such as marketing expenses; and moving expenses for employees of businesses locating to the district;
- property taxes for the project or for businesses locating in the district;
- all development fees, licenses and taxes of general applicability for similar real estate development projects including but not limited to impact fees, storm water fees, building permit fees, and development review fees; and;
- the annual TIF administrative service fee;
- bond origination fees charged by the County pursuant to K.S.A. 12-1742 et seq.;
- any personal property; and
- travel, entertainment and hospitality.

## **Bond Authority**

The County may use proceeds of special obligation bonds or full faith and credit tax increment bonds to finance the undertaking of a redevelopment project, as provided in K.S.A. 12-1774 and amendments thereto. The maximum maturity of any such special obligation bonds or full faith and credit tax increment bonds shall be twenty (20) years. The County may also issue industrial revenue bonds or private activity bonds for a project located within a redevelopment district.

## **Special Obligation Bonds**

The County may issue special obligation bonds to finance permissible expenses of a redevelopment project. Such bonds may be payable, both as to principal and interest: (a) from property tax increments allocated to, and paid into a special fund of the County; (b) from revenues of the County derived from or held in connection with the undertaking and carrying out of any redevelopment project; (c) from private sources, contributions or other financial assistance from the state or federal government; (d) from the increased franchise fees and County sales tax, or (e) from any combination of these methods.

Special obligation bonds are not general obligations of the County, nor in any event shall they give rise to a charge against its general credit or taxing powers or be payable out of any funds or properties other than those sources set forth above.

## **Factors for Issuance**

Each request for the issuance of special obligation bonds shall be considered on a case by case basis, but the County shall consider a number of factors in deciding whether or not to issue special obligation bonds for a Project. These factors may include but are not limited to:

- Project compliance with this Policy;
- Source of revenue to repay the debt issued;
- The size of the issue (the County recommends a minimum size of \$5,000,000 per issue);
- The Applicant's compliance with the approved Redevelopment Project Plan and phasing Plan;
- Whether the Project requested for financing meets the stated goals and objectives of the Governing Body;
- Developer compliance with existing redevelopment projects and project agreements;
- Any developer delinquency on other County financing projects or property tax; and
- Overall security provisions for debt repayment.

## **Sale of Bonds**

Special obligation bonds issued under this Policy, whether privately placed or offered to the public through a competitive sale, must include security for the bonds of a sufficient amount to minimize any risk of default; be sold to qualified investors (as defined by the Securities and Exchange Commission Regulation D) in accordance with the minimum denominations as provided herein.

The County may require that special obligation bond proceeds be released in phases and amounts consistent with a percentage of construction or other performance standards which shall be agreed upon by the parties.

If a negotiated sale of the bonds is necessary, the County will normally select the underwriter(s) needed to structure, market, price, and sell the bonds through a competitive process. Exceptions to this competitive selection process may be approved by the County Administrator upon consultation with the County's bond counsel and financial advisor. In addition, the County may issue a Request for Proposals and Qualifications to establish a list of pre-qualified underwriters for TIF special obligation bonds. All pricing for negotiated sales will be performed with direct involvement by County staff and the County's financial advisor.

### **Full Faith and Credit Bonds**

The County may also issue full faith and credit tax increment bonds to finance a redevelopment project. Any resolution establishing a public hearing on a redevelopment project plan for which the County intends or may intend to issue full faith and credit tax increment bonds, shall state the County's intent to issue full faith and credit tax increment bonds. These bonds are payable, both as to principal and interest: (a) from the revenue sources identified for special obligation bonds; and (b) from a pledge of the County's full faith and credit to use its *ad valorem* taxing authority for repayment thereof in the event all other authorized sources of revenue are not sufficient. Except in extraordinary circumstances in the sole discretion of the Board of County Commissioners, the proceeds of full faith and credit tax increment bonds shall only be used to pay for public improvements or public projects which would otherwise be eligible to be paid for with the proceeds of County general obligation bonds.

In accordance with K.S.A. 12-1774(b)(5), full faith and credit tax increment bonds are general obligations of the County and shall be exempt from all state taxes except inheritance taxes, and the amount of full faith and credit tax increment bonds issued and outstanding which exceed three percent (3%) of the assessed valuation of the County shall be within the bonded limit of the County.

### **Industrial Revenue Bonds**

Industrial revenue bonds may be issued by the County pursuant to K.S.A. 12-1740, *et seq.* to benefit a Developer within the redevelopment district. All state law benefits associated with such bonds shall be available, except that pursuant to K.S.A. 79-201a *Second*, as amended, no *ad valorem* tax abatement shall be available for property which is located in a redevelopment project area established under the authority of K.S.A. 12-1770 *et seq.*, as amended. Special assessment districts, Transportation Development Districts (TDD), and other forms of financing may also be used in conjunction with TIF districts.

### **Reimbursement Authority**

Pursuant to Attorney General Opinion 96-45, tax increment can be used to reimburse a Developer for eligible redevelopment project plan costs as opposed to issuing bonds. Under this method, the County may agree to reimburse the Developer for eligible redevelopment project costs over a period of time not to exceed twenty (20) years from the date of redevelopment project plan approval in accordance with the terms set forth in the Disposition and Development Agreement. The reimbursement amount is paid solely from all or a portion of the Tax Increment, and the Developer takes the risk that the portion of the increment pledged for reimbursement will be insufficient to retire the eligible redevelopment project costs. This reimbursement method is preferred by the County over the use of bond financing as the method to reimburse Developers for eligible redevelopment project costs.

## **Amount of Tax Increment Financing Available**

### **Criteria**

The general objectives of the County in granting TIF for economic development are: (a) promote, stimulate and develop the general and economic welfare of the state of Kansas and the County; (b) promote the general welfare of the citizens of Kansas and the County through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the County; (c) create new jobs and retain existing jobs; and (d) expand the economic and tax base of the County. The specific objectives of the County to be considered when reviewing a proposed redevelopment district include but are not limited to promoting the redevelopment of locations that need assistance due to unique methods of construction, geological, environmental, or other site constraints. The County recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment project plans. As a result, in determining the actual amount and duration of TIF to be granted, the County shall review each application on a case by case basis and consider the factors and criteria set forth in this Policy including where applicable, a Feasibility Study as required by state law, as well as the amount and duration of previous TIF Projects supported by the County.

### **Capital Investment**

Although no minimum capital investment is required by the County, the amount of capital investment made by an applicant is a factor to be considered by the County in determining whether or not to authorize a redevelopment project plan.

### **Application Of "But-For" Principle**

All TIF applications shall be considered in light of the "but-for" principle, i.e., tax increment financing must make such a difference in the decision of the Applicant that the Project would not be economically feasible "but for" the availability of TIF. In evaluating the economic feasibility, the staff shall consider factors that include, but are not limited to:

- the extraordinary or unique costs associated with developing the project;
- the applicant's financial investment in the project;
- the property, sales and other tax and fee revenue that may result from the project;
- the credit worthiness and experience of the applicant;
- Developer compliance with other County development projects and development agreements, including but not limited to delinquency on property tax; and
- the value added, including intangible costs and benefits received by the County and other taxing jurisdictions, as a result of the proposed project.

The Board of County Commissioners does not encourage the subsidy of private businesses with public funds, the indirect consequence of TIF, unless some measurable public good results, as determined by the County, and the public subsidization can reasonably be expected to make a significant difference in achieving one or more objectives of the County.

## **Distribution of *Ad Valorem* Taxes**

All tangible taxable property located within a redevelopment district shall be assessed and taxed for *ad valorem* tax purposes pursuant to law in the same manner that such property would be assessed and taxed if located outside such district, and all *ad valorem* taxes levied on such property shall be paid to and collected by the county treasurer in the same manner as other taxes are paid and collected.

Some or all of the increment in *ad valorem* property taxes resulting from a redevelopment district may be apportioned by the County to a special fund for the payment of the eligible redevelopment project costs of the TIF Project, including reimbursement or the payment of principal and interest on any special obligation bonds or full faith and credit tax increment bonds issued.

## **Condemnation**

The County does not encourage the use of condemnation in association with projects. However, the use of condemnation, permitted under K.S.A. 12-1773 and 12-1773a, may be considered by the Governing Body in non-conservation areas, but only upon a two-thirds (2/3) vote of the members of the Governing Body. Although expenses associated with condemnation are an eligible redevelopment project cost under state law, in the event condemnation is approved by the Governing Body, the Applicant may be required to be responsible for all costs associated with the proceedings, including court and litigation costs, attorney's fees and the final condemnation awards made.

## **Waiver of Requirements**

The Board of County Commissioners reserves the right to grant or deny tax increment financing for the development or redevelopment of a redevelopment district under circumstances beyond the scope of this Policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body may be more restrictive than state law, but shall not waive any legal requirement of State law.

## **PROCEDURES.**

County staff shall develop internal procedures for processing redevelopment district and redevelopment project plan applications and the applicable fees associated therewith. Such procedures shall be approved, and amended when appropriate, by the County Administrator. All requests or applications for either redevelopment districts or redevelopment project plans shall be considered and acted upon in accordance with this Policy and its accompanying procedures.

## **STATUTORY AMENDMENTS.**

Any amendment to any statute cited herein or used as a source of authority for development of the County's TIF Policy shall apply without modification or amendment to the TIF Policy.

**RESPONSIBILITY FOR ENFORCEMENT.**

The County Administrator shall be responsible to the Board of County Commissioners for the enforcement of this Policy. The Deputy County Administrator and/or Economic Development Administrator, County Clerk, County Counselor and County Planning and Zoning Director shall assist in the implementation of this Policy.

## **Overview of the TIF Process**

- 1.** A pre-application meeting is held between the developer and the County.
- 2.** A Tax Increment Financing (TIF) Plan Application is submitted by developer applicant to the County.
- 3.** The County will review Application filed with the County Clerk and determine whether the Application is complete and whether the proposed project is eligible under the County's policy.
- 4.** An analysis of the TIF Plan will be performed by County Staff and or representatives.
- 5.** Within ninety (90) days of receipt of a completed Application, the Application will be considered by the TIF Commission.
- 6.** The TIF Commission conducts hearings and processes the TIF Plan Application in accordance with requirements of TIF Statutes.
- 7.** The TIF Commission approves or denies the TIF Plan, and, if approved, designates the developer.
- 8.** The Redevelopment Agreement is drafted and negotiated between the County and the Developer.
- 9.** The Board of County Commissioners considers the TIF Plan, Redevelopment Agreement and proceedings of the TIF Commission.
- 10.** The County considers establishing an ordinance making necessary findings and approving TIF Plan and Redevelopment Agreement.
- 11.** Execution of the Redevelopment Agreement between the County and Applicant.



## INDUSTRIAL REVENUE BONDS (IRB'S) AND TAX ABATEMENT

### OBJECTIVES.

It is of critical importance for the County to host strong partnerships with private industry to establish and maintain a diverse tax base for the community. It is our intent to not subsidize private business with public funds unless a positive cost-benefit analysis demonstrates a public benefit and a reasonable expectation of economic expansion, development, new job creation, diversification of the tax base and/or enhancement of quality of life is present.

### SCOPE.

The purpose of this policy is to define the Industrial Revenue Bond (IRB) and Property Tax Abatement policies and to establish the standards by which they will be implemented and evaluated by the County. The establishment of a new business and the expansion of existing businesses may be considered for IRB and tax abatement incentives.

### DEFINITIONS.

The following terms shall have the meanings ascribed to them herein:

**Abatement:** The difference between the amount of ad valorem property taxes an effected business would pay if there were no property tax exemption and the amount to be paid in lieu of taxes or charges. For example, if the taxes required with no abatement were \$10,000 and the required payment in lieu of taxes (PILOT) was \$6,000, the "abatement" would be \$4,000.

**Applicant:** Any person, entity or firm making application to receive IRB's and/or property tax abatement.

**County:** The County of Leavenworth, Kansas and/or the portion of the County located beyond the city limits of incorporated municipalities.

**County Bond Council:** The firm or individual designated by the County to execute bond matters and issues related to bond matters.

**Cost Benefit Analysis:** A prepared analysis/report demonstrating the costs and benefits of an exemption which includes the impact of the exemption on state revenues, and be prepared on a model approved by the County as required by K.S.A. 12-1749d(a). The result of the analysis should prove that the benefit of the establishment, expansion or relocation of the applicant's business with the proposed incentive, exceeds the costs to the County and other affected taxing jurisdictions.

**Economic Development Purposes:** As per the Kansas Constitution, economic development purposes shall mean the establishment of a new business or the expansion of an existing business engaged in manufacturing articles of commerce, conducting research and development or storing goods and commodities which are sold or traded in interstate commerce, that also results in additional employment and the creation of jobs. For purposes of an abatement associated with an IRB, this term shall also include service industry businesses and any other eligible business that provides substantial unique opportunities or significant community benefits.

**Finance Team:** A Committee comprised of the County Administrator, the Deputy Administrator and/or Economic Development Administrator, the County Counselor, the County Clerk, the County Planning and Zoning Director, the County's Financial Advisor and the County's Bond Counsel, or their designees, whose function is to review TIF applications and make recommendations for approval or denial to the Board of County Commissioners.

**LEED Certification:** Leadership in Energy and Environmental Design (LEED). This is the recognized standard for measuring building sustainability.

**Project:** The acquisition, construction, improving and equipping of facilities including real estate, buildings, improvements and equipment.

**Sales Tax Exemption:** The exemption from sales and for tangible personal property or services used or consumed in the construction of the projects pursuant to K.S.A. 79-3606(d).

**Size of Project:** The estimated value of the project as requested in the application.

## **POLICY.**

### **PROPERTY TAX EXEMPTION.**

Two methods exist to allow a business to receive an exemption of all or a portion of property taxes:

#### **1. Industrial Revenue Bonds (IRB's)**

Kansas law (K.S.A. 12-1741) authorizes communities to issue economic development revenue bonds to provide financing of private business facilities. Economic development revenue bonds may be issued to pay for all or a portion of the costs associated with purchasing, reconstructing, improving, repairing or remodeling commercial, industrial, manufacturing, recreational and other types of facilities. The project is typically owned by the County and leased to the private entity while the bonds are outstanding.

#### **2. Kansas Constitutional Exemption**

Article 11, Section 13 of the Kansas Constitution authorizes communities to grant property tax exemptions or abatements for certain economic development purposes. The constitutional exemption provisions are more narrowly defined to real and personal property tax exemptions used for specific purposes (ie, manufacturing, research and development, or the storing of goods in interstate commerce). The project is NOT owned by the County.

#### **Sales Tax Exemption on Property Financed with Bond Proceeds**

Kansas law also permits the issuer to apply to the Kansas Department of Revenue (KDOR) for an exemption from sales tax on tangible personal property or services used or consumed in construction of the project. The exemption request is typically filed by the County after the County passes an ordinance indicating its intent to issue bonds but prior to the bonds being issued. The applicant receives a sales tax exemption certificate number form KDOR that the applicant can provide to its vendors so they do not charge sales tax on items to be used or consumed in the bond-financed project. The exemption includes an agreement that if, for any reason, the project bonds are not issued, the applicant is obligated to repay the sales tax.

## **Transfer of Ownership of the Project**

An owner of a project for which the County has approved an exemption from ad valorem taxes shall notify the County in writing of the intent to transfer all or a portion of the ownership interest in the project. The subsequent transferee of all or a portion of the project shall file a separate application with the County in accordance to this policy. The transferee applicant is responsible for the County application fee set forth in the Procedures section of this policy. The transferee shall request an exemption from ad valorem taxes for the transferred portion of the project.

## **Criteria for Exemptions**

To qualify for financial incentives, the project shall meet a substantial portion of the following criteria:

### **1. Type of Business**

The project must be a targeted industry as identified by the Board of County Commissioners. Targeted business include, but are not limited to, office users, information technology, manufacturing, light manufacturing, high-technology businesses, interstate wholesale distribution, hotel, hospitality and entertainment.

The County may give consideration to office developments, redevelopment projects and new emerging business parks where initial incentives serve as a catalyst for additional development and/or offer unique sustainability features.

The County will consider exemptions for speculative construction if the proposed use is consistent with this policy and Kansas law.

### **2. Financial Capacity**

The applicant must demonstrate the financial capacity to complete the project, as well as provide evidence of adequate financial stability to allow the County to issue industrial revenue bonds to the company with an exemption of ad valorem taxes, or to grant an exemption of ad valorem taxes under the State of Kansas constitutional tax exemption amendment provisions.

### **3. Compliance with the Approval Process of Leavenworth County, Kansas**

The proposed development must obtain all necessary permits and compliance with all necessary regulatory approvals and with County Ordinances and any other County policy, plan, regulation, or procedure including:

- Any required zoning and site plan
- Compliance with the Leavenworth County Comprehensive Plan
- Construction materials that meet or exceed the requirements set forth in the appropriate design standards as provided by the Leavenworth County Planning and Zoning Department; and
- Environmentally acceptable to the intended location, as well as the surrounding area.

The applicant must follow County planning guidelines and may be requested to provide a development impact study which may include traffic, stormwater, utilities and other studies appropriate for the specific site.

The County will consider, and the applicant must address, the extent to which extraordinary public service requests would be required of the County or other local agencies, such as the cost of additional public safety equipment or infrastructure that may be required to meet minimum safety or service standards.

#### **4. Investment**

##### **Capital Investment**

The project must qualify in accordance with the Federal Government and State of Kansas definitions and be able to invest a total project capital investment (cost) in excess of \$1,500,000.

##### **Employment**

Qualifying new businesses must create new employment opportunities in Leavenworth County. Preferred consideration will be provided to projects that create new jobs at, or above, average wages in the company's business sector or among all Leavenworth County private sector employers. Qualifying expanding businesses currently within Leavenworth County, must already employ at least ten (10) full-time or full-time equivalent positions, and create new jobs in Leavenworth County at above-average wages, or demonstrate why job creation should not be a factor in financial incentive consideration.

##### **Community Investment**

The applicant shall demonstrate the following:

- The degree to which the business improves the diversification of the economy of the County and its environment;
- The potential of the business for future expansion, investment and job creation;
- The gains in tax revenue, which may result from the new or expanded business, including the increase in property taxes based upon the expiration of the exemption;
- The utilization of local products or other materials and services;
- The beneficial economic impact the business will have on a particular area of the County, including areas in need of revitalization or redevelopment.

#### **FINANCIAL INCENTIVES.**

##### **Length and Timing of Incentives**

The County may approve property tax exemptions for a period up to ten (10) years for exemptions granted with IRB financing. The duration of the exemption shall commence the first calendar year after the year the revenue bonds are issued.

For property exempted under the Constitutional Method, the exemption begins on the first calendar year after commencement of operation of a business for which economic development property tax exemption has been granted.

##### **Amount of Exemption**

Leavenworth County has established guidelines for levels of exemption based upon the type of projects that are most desirable to ensure a sustainable and growing community with a diverse economic base that enhances quality of life, employment and amenities.

*The amount of exemption is approved and determined by the Board of County Commissioners;* however the following guidelines provide the basis for determining the amount or percentage of the property tax exemption.

Projects with a total capital investment of at least \$1,500,000 may seek an exemption of ad valorem property taxes at a rate of 50%. A bonus 25% shall be granted if the applicant selects a location determined to be blighted and affirmed as such by a third-party blight study, or if the applicant pledges to create over 50 new jobs at/above the average wage in the County for similar industries.

An additional 5% bonus can be attained if the project earns LEED Certification or evidence of substantially equivalent “LEED-like” facility development and construction.

## **COMPLIANCE WITH PROVISIONS.**

### **Required Evidence of Compliance**

Any business which has been granted an exemption from ad valorem taxes for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution shall annually provide evidence to the County demonstrating compliance with any/all terms, conditions and requirements establish by the Board of County Commissioners for the granting of the exemption. This may include, but not limited to, records of employment, job creation and capital investment.

### **Payment in Lieu of Taxes (PILOT) Payments**

In order to grant an abatement, a PILOT Agreement between the County and applicant will be required. The PILOT Agreement is the mechanism by which the County formally establishes the level and terms of the abatement and any performance standards (levels of payroll and number of employees).

The PILOT Agreement will establish a PILOT payment required of the business on an annual basis. The PILOT payment shall include a portion of taxes the applicant would have ordinarily paid, had the exemption not been granted. The agreement may also include clawback provisions.

The minimum PILOT payment shall not be less than the value of taxes previously collected prior to the project or improvement.

### **Clawback Provisions**

Clawback provisions may be included in the PILOT Agreement and allow the Board of County Commissioners to modify or withdraw a tax exemption in the event the applicant is not in compliance with the terms and conditions of the agreement. The tax exemption may be modified or withdrawn as the Board of County Commissioners deems appropriate and the County Assessor and Court of Tax Appeals shall be notified of such action. Provisions requiring specific performance as a condition of granting and maintaining the abatement may be considered as part of the agreement, as well as the time that within which construction on the abated property must commence and conclude.

## **PROCEDURES.**

### **Application**

The applicant seeking Industrial Revenue Bonds or tax incentives must apply to the County Economic Development Administrator for consideration of an ordinance by the Board of County Commissioners to issue such bonds and grant such incentives. Any misstatement or error of fact may render the application null and void and may be cause for the repeal of any resolution or ordinance adopted in reliance of said information.

### **Project Summary**

The applicant shall submit a project summary sufficient to provide a thorough understanding of the proposed project and proposed financing. This is to include estimated project size and cost, industry description, NAICS code, number of jobs created and all other pertinent information to prepare a Cost Benefit Analysis.

### **Finance Team Review**

The Finance Team shall review applications for IRB and Constitutional Tax Exemptions. The Finance Team will review the application and request additional information as may be deemed necessary to determine if the applicant meets the objectives of this policy, prepare a timeline for processing the application, conduct discussions and negotiations with the applicant and recommend to the Board of County Commissioners whether the application should be favorably considered.

In reviewing the application, the Finance Team may utilize the services of consultants, including but not limited to, bond counsel and financial advisors. Applications submitted for IRB and Constitutional Tax Exemptions, and Finance Team records, are generally public records and shall be publicly disclosed as required by the Kansas Open Records Act. It is the declared public policy of the State of Kansas and the County of Leavenworth that public records shall be open. A narrow exception is that the County may, in its discretion, agree to not disclose certain records pertaining to any business on which there has been no public disclosure of the business' interest in relocating or expanding within Kansas. However, such records become an open record and shall be disclosed once the matter is referred to during, or placed on an agenda for, a public meeting of a committee or the Board of County Commissioners.

### **FEES.**

#### **Application Fee**

The applicant will be required to pay a non-refundable application fee of \$1,500.00 to Leavenworth County, Kansas too be included with the initial application and project submission seeking the issuance of Industrial Revenue Bonds or Constitutional Abatement.

#### **Issuance Fee**

Applicants requesting tax abatement shall pay an issuance fee at the time the bonds are issued or abatement is activated in the amount of:

- .25% of the first \$10,000,000 or the amount of abatement requested, plus
- .20% of the amount over \$10,000,000 but less than \$25,000,000 or the amount of the amount of abatement requested, or
- .15% of the amount in excess of \$25,000,000 of bonds being issued.

#### **Additional Costs**

The applicant shall reimburse the County for all costs associated with legal publication notices, application fees to the Board of Tax Appeals, the County's Bond Counsel fees, cost-benefit analysis and other miscellaneous costs.

#### **Monitoring Fee**

The County shall require an annual compliance review for all projects receiving tax abatement from either the issuance of bonds or the Constitutional abatement method. The business will be required to submit an annual monitoring fee of \$1,000 for activities required to validate compliance.

## **COMMUNITY IMPROVEMENT DISTRICTS AND TRANSPORTATION DEVELOPMENT DISTRICTS (CID/TDD)**

### **COMMUNITY IMPROVEMENT DISTRICTS (SPECIAL TAXING DISTRICT)**

A Community Improvement District (CID) is a local special taxing district that collects revenue within its designated boundaries to pay for special public facilities, improvements or services. CID's are created by ordinance of the County upon presentation of a petition signed by owners of real property within the proposed district's boundaries, typically encompassing a commercial, not a residential area. A CID, although approved by the County, is a separate political subdivision with the power to govern itself and impose and collect special assessments, additional property and sales taxes. CID's may also generate funds by fees, rents or charges for district property or services and through grants, gifts or donations.

#### **ELIGIBLE ACTIVITIES.**

Public improvements, public services and blight removal may be financed by a CID. The improvements or services must be provided or located within the district boundaries. Eligible public improvements and/or services include, but are not limited to:

#### **Improvements:**

- Parks
- Convention Centers
- Parking Lots
- Sidewalks
- Streets
- Bridges
- Storm Water Facilities
- Sanitary Sewer

#### **Services:**

- Economic, Planning, Marketing and/or Other Studies
- Waste Collection/Disposal
- Recreational and Cultural Activities
- Special Events
- Cleaning and Maintenance of Public and Private Property
- Security
- Blight Removal including demolition, renovation and rehabilitation of structures located within district boundaries.

### **TRANSPORTATION DEVELOPMENT DISTRICTS (SPECIAL TAXING DISTRICTS)**

A Transportation Development District (TDD) is a separate political subdivision of the state that may be created for the purpose of issuing bonds, levying taxes and applying special assessments or tolls to finance transportation-related improvements. A TDD may finance transportation outside of the district boundaries if the improvements directly benefit the TDD.

## **Eligible Activities**

Transportation Development Districts may be utilized to fund, promote, plan, design, construct, improve, maintain and operate transportation related projects. Eligible projects include, but are not limited to the following:

- Bridges
- Roads
- Highways
- Interchanges
- Intersections
- Signage
- Signalization
- Parking Lots
- Hangars
- Bus Stops
- Terminals
- Rest Areas
- Docks
- Airports
- Railroads
- Mass Transit
- Any similar or related improvement or infrastructure project.

## **PURPOSE.**

The proper use of CID's and TDD's can promote, encourage and develop the economic fortitude and quality of life in Leavenworth County, Kansas. This policy establishes the procedures of the County for considering applications for Community Improvement Districts and/or Transportation Development Districts used for economic development, including community development and tourism in accordance to the provisions of K.S.A 12-6a26 through K.S.A. 12-6a36 (the CID Act) and K.S.A. 12-17,140 et seq and any amendments thereto (the TDD Act).

## **LEGAL AUTHORITY.**

The authority and decision to approve the establishment of CID or TDD applications is within the sole authority of the Board of County Commissioners. The Governing Body is under no obligation to approve a petition or application to establish a CID/TDD. This policy is intended to provide a guide for applicants seeking CID/TDD approval and the Board of County Commissioners in considering applications by reviewing the policies and procedures to be adhered to by applicants. The Board of County Commissioners reserves the right to reject any proposal at any time during the review process when it considers such action to be in the best interest of the County.

## **General Policies**

### **Application**

Interested parties shall submit a CID or TDD request via the application for public financial participation/incentives provided by the County. The County Finance Team shall review all CID/TDD applications for compliance with County policies and Kansas law prior to making a recommendation for



preliminary approval to forward a petition to the Board of County Commissioners for consideration and action. Upon preliminary approval from the Finance Team, the Team will work with the petitioner(s) to prepare a petition and develop a finance plan to present to the Board of County Commissioners for consideration to establish a CDD/TDD.

### **CID Petition**

A valid petition must be submitted with signatures of either of the following:

- 100% of the property owners of all the land area within the proposed special assessment CID who seek financing solely by assessment. If all landowners petition for a CID, the County may proceed with its creation by a majority vote of the Board of County Commissioners and assessments without notice or public hearing; or
- By property owners representing more than 55% of the land area of the proposed sales tax CID, or combined sales tax and special assessment CID and also signed by property owners collectively owning more than 55% of the assessed value of the land within the proposed CID. If this petition method is utilized, the County is required to adopt an ordinance giving public notice of a hearing on the advisability of the creation and financing of a CID. Following the public hearing, the Board of County Commissioners may adopt an ordinance or ordinance by a majority vote to authorize the project and create the CID.

### **TDD Petition**

A valid petition must be submitted with signatures of 100% of the property owners of all land area within the proposed district, for either a special assessment TDD or a sales tax TDD. A public hearing is required for a sales tax TDD, but is not required for an assessment-only TDD.

### **Boundaries**

The CID or TDD boundaries and the method of financing the project shall not require that all property benefited by the project be included in the CID or TDD or be subject to an assessment or the CID or TDD sales tax.

### **Term**

The Board of County Commissioners shall review the financial feasibility of each CDD/TDD proposed for consideration and shall use this information in determining the appropriate term of financing for projects within the proposed district. Any CID/TDD sales tax shall expire no later than the date the bonds issued to finance such project or refunding bonds issued for the project mature. In the event “pay-as-you-go” financing is utilized, the CID/TDD sales tax shall expire twenty-two (22) years from the date the state director of taxation begins collecting such tax or when the pay-as-you-go costs have been paid. Bonds shall mature no later than twenty-two (22) years from date of issue.

### **Completeness**

The Board of County Commissioners shall not consider any application or petition unless all required information is submitted at least ten (10) business days prior to any such scheduled meeting. All fees and requirements of a funding agreement must also be met prior to consideration.

### **CRITERIA FOR USE OF CID/TDD.**

The decision to establish a CID/TDD is within the sole discretion of the Board of County Commissioners. The Board of County Commissioners shall determine whether the creation of a CID/TDD is in the County’s best interest by considering one or more of the following criteria:

- Promotes and supports efforts to develop or redevelop commercial sites to provide for reinvestment in the community
- Encourages quality retail development to enhance the County's economic base
- Attracts and promotes desired developments to bolster quality of life
- Allows for the construction of infrastructure that may exceed similar construction the County would have completed independent of the project
- The project is located in an area targeted by the Board of County Commissioners as being desirable for development or redevelopment
- The project would establish investment and infrastructure solutions in an area with specific site constraints making investment either undesirable or overly difficult and costly
- Recommendation of the County Finance Team
- Other factors the Board of County Commissioners deems relevant to a positive development.

**Conformance to Local Requirements Including:**

- Compliance with uses anticipated/identified in the Comprehensive Plan
- Quality of architectural design and/or site layout
- Enhanced use of landscaping, water quality Best Management Practices or other sustainable features
- Design of infrastructure to meet public and/or private standards.

**Additional Considerations:**

- Cost of the proposed improvements identified in the CID/TDD
- Sources of funding, including the amount of equity funding in comparison to public funding
- Experience and financial stability of the proposed developer/applicant
- Whether or not tenants are in place, proposed or speculative and the nature/quality of such tenants
- Impact to current businesses within the County.

**FINANCING.**

**Sources of Funds**

Eligible CID or TDD projects may be financed by any single or combination of the following:

The County is authorized to levy and collect special assessments imposed on property in the District pursuant to the CID or TDD Act which have been paid in full prior to the date set by the Board of County Commissioners as provided in the General Improvement and Assessment Law, K.S.A. 12-6a10, et seq. and the laws of the County. Two exceptions to the General Improvement and Assessment Law are provided:

- No assessments can be levied against the County-at-large, and
- If a project is also financed by a pledge of sale tax revenues or annually appropriated funds of the County, the amount of each annual special assessment may be reduced or eliminated to the extent that sufficient taxes and/or funds have been received to pay the debt service on any bonds issued pursuant to the applicable CID or TDD Act.

Special assessments imposed in the District pursuant to the applicable Act, to be paid in installments.

A pledge of all the revenue received from a CID or TDD Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act,

in any increment of .10% or .25%, not to exceed 2% for a CID (the "CID Sales Tax'), and not to exceed 1% for a TDD (the "TDD Sales Tax') as authorized by the applicable Act.

Or, any other funds annually appropriated by the Board of County Commissioners.

### **Finance Plan**

If the Finance Team reviews the application/petition and finds it in the County's best interest to recommend creation of the CID/TDD to the Board of County Commissioners, the Finance Team will work with the applicant to create a Finance Plan which shall be presented to the Board of County Commissioners for consideration along with the petition. The Finance Plan shall address the recommended method of financing and specific terms associated the strategy.

### **Bonds**

The County may issue CID or TDD Bonds to finance a project. In no event shall special assessments be levied against the County-at-large. Full faith and credit notes or bonds may not be issued by the County to finance a project under the TDD statutes, although public improvements authorized under other applicable statutes may be financed by TDD revenues. Guidelines for the issuance of CID or TDD Bonds include:

- If bonds are issued, the sales tax imposed to pay the bonds shall expire no later than the date the bonds mature;
- If pay-as-you-go financing is utilized, the sales tax imposed shall expire 22 years from the date the State Director of Taxation begins collecting the tax or when all project costs have been paid; and
- The minimum issue size for CID or TDD bonds issued by the County will be \$3,000,000 unless an exception is approved by the Board of County Commissioners.

CID or TDD Bonds issued under this policy must include security for the bonds of a sufficient amount to minimize any risk of default and be allowed by state and federal tax laws.

CID or TDD Bonds issued under this policy must be sold to qualified investors (as defined by the Securities and Exchange Commission Regulation D) in accordance with the minimum denominations as provided therein.

If a negotiated sale of the bonds is necessary, the County will typically select the underwriter needed to structure, price and sell the bonds through a competitive process. Exceptions to this process may be approved by the County Administrator upon consultation with the County's bond counsel and financial advisor. County staff and the County's financial advisor will be directly involved in all negotiated sale pricing.

At its sole discretion, the County may require that an independent feasibility study of future CID or TDD revenues be performed, with any such cost being covered by the applicant if not reimbursable from the bond proceeds.

### **Annual Appropriation**

The Board of County Commissioners may choose to, but is not obligated, to annually appropriate funds to secure CID or TDD revenue bonds. In the event this security option is preferred, the financing plan shall specifically address the risk mitigation steps to ensure an extremely low probability of the County ever having to utilize its general revenues for debt service.

### **Reimbursement CID or TDD**

Petitioners may be reimbursed for eligible CID or TDD projects on a "pay-as-you-go" basis until the Board of County Commissioners determines issuance of bonds is viable and in the County's best interest.

## **Project Funds**

A separate fund shall be established for each CID or TDD with a clear identifiable title. The proceeds from the sale of bonds, CID or TDD sales taxes, any special assessment and any other funds appropriated by the Board of County Commissioners shall be credited to such fund and the fund shall be solely used to pay the costs of the project.

## **Fees Associated with CID or TDD**

### **Initial Application Fee**

A non-refundable amount of \$5,000 shall accompany the CID or TDD Application.

### **Annual Administrative Service Fee**

An amount equal to .5% of the project costs reimbursed to the applicant or its successor.

## **Funding Agreement**

The County will retain administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to consider the CID or TDD. The applicant shall enter into a funding agreement in order to pay the County for its fees and expenses, which may include the time of its administrative staff, outside counsel, County Counselor and consultants, as well as other expenses potentially incurred by the County. The funding agreement shall call for the applicant to establish a fund in the amount of \$20,000 (the Fund) in order to assure the prompt and timely payment of the aforementioned charges. The County shall use the Fund to pay for the County's Bond Counsel, Financial Advisor and other professional consultant's fees and apply the hourly fees incurred by the County's professional consultants for work on the CID or TDD application.

## **Development Agreement**

Prior to commencing development of the CID or TDD (including issuance of bonds), the developer shall execute a Development Agreement as approved by the County Counselor, Bond Counsel and Board of County Commissioners.

## **PROCEDURES.**

The following general procedures shall govern the approval of all CID or TDD requests within the County. All requests or applications for a CID or TDD shall be considered and acted upon in accordance with this policy. These procedures are established under the authority of the County Administrator. These provisions may be waived by the County Administrator, if such a waiver is in the best interest of the County and does not conflict with any statutory or procedural requirement of state law.

## **Application Process**

The applicant shall make application for a CID or TDD by completing and filing the application provided by the County. The application shall include, but is not limited to:

- Legal description of the proposed boundaries of the CID or TDD district
- Map of the district area with accompanying tax parcel ID information
- A detailed description that identifies the proposed buildings, facilities and other improvements to be constructed in the CID or in connection with the TDD, including the estimated fair market and assessed value of any private improvements as well as the estimated date in which construction of the improvements will be completed and commenced
- Summary of the proposed financing plan including sources and uses of funds

- Current and proposed taxable retail sales within the CID or TDD
- The applicable application fee.

### **General Application Procedure**

The application shall be distributed to the Finance Team. The County will only consider applications that are complete and fully articulated. The applicant will also be responsible for providing any additional information requested by staff of the Board of County Commissioners as requested to assist the County in making the most informed analysis and recommendation relative to the CID or TDD application and/or petition. Any inaccuracy, misstatement or error of fact may render the submission null and void and may be cause for the repeal of any development assistance ultimately provided by the County through the Act in reliance upon said information.

### **Finance Team Review**

The Finance Team shall review applications. The Finance Team will verify that the CID or TDD is necessary to promote the general and economic welfare of the County, gather and review additional information as necessary to determine if the applicant meets the objectives of this policy, obtain input of applicable County departments with respect to the proposed physical plan and infrastructure needs, prepare a timeline for processing the application, conduct discussions and negotiations with the applicant and to recommend to the Board of County Commissioners whether the application should be favorably considered.

The recommendation of the Finance Team does not constitute approval or denial of the project and all site plan, rezoning, special use permit or other regulatory requirements regarding land use must also be satisfied.

In reviewing the information, the Finance Team may utilize the services of consultants, including but not limited to bond counsel and financial advisors. Finance Team records, including the applications submitted for CID or TDD approval, may be eligible for withholding from public disclosure as provided under the Kansas Open Records Act, but shall be available for public inspection when otherwise required by law.

### **BOARD OF COUNTY COMMISSIONERS ACTIONS.**

No elected or appointed officer, employee or committee member of the County, and no Chamber of Commerce Board, Economic Development Council Board or other public or private body or individual shall be authorized to speak for or commit the Board of County Commissioners to the establishment of a CID or TDD.

Upon receiving the recommendation of the Finance Team, the Board of County Commissioners shall determine whether to accept or reject the application for creation of a CID or TDD. Upon a favorable affirmative vote, the Board of County Commissioners shall follow the statutorily prescribed process for the establishment of a district. This process shall be an expression of good faith intent, but shall not in any way bind the County to establish a district.

Approval of the creation of a CID or TDD based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land use development application and must successfully complete those processes independent of the CID or TDD process.

### **WAIVER OF REQUIREMENTS.**

The Board of County Commissioners reserves the right to grant or deny a CID or TDD under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon the finding of the Board of County Commissioners that a compelling or imperative reason

or emergency exists, and that such action or waiver is found and declared to be in the public interest. No statutory requirement of state law shall be waived.

## **SITE SPECIFIC AGREEMENTS**

The Board of County Commissioners of Leavenworth County, Kansas retains the right to modify, amend or create additional policies and/or incentives to encourage the development of specific, difficult to develop sites within the County limits. Such agreements will be atypical and reserved for unique opportunities. Such agreements shall also require approval by the Board of County Commissioners and must be made prior to any development occurring on the selected sites.

## **STATE OF KANSAS ECONOMIC DEVELOPMENT INCENTIVES**

In conjunction with the applicant for economic development incentives, County staff will work with the applicant and the State of Kansas' Department of Commerce to identify any state offered programs to assist in the development. The County works closely with the Department of Commerce to coordinate incentives administered by the state. Typically, the County's economic development professionals serve as the primary contact to begin the identification and application process for State of Kansas incentive attainment.