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***Leavenworth County
Board of County Commissioners
Regular Meeting Agenda***

300 Walnut Street, Suite 225

Leavenworth, KS 66048

June 17, 2026

9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be no expectation of interaction by the Commission during this time. Everyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow-up if needed prior to the meeting. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comments will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
 - a) County Clerk report
 - b) Juneteenth Proclamation
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a

member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of the meeting of June 10, 2026
- b) Approval of the minutes of the work session of June 10, 2026
- c) Approval of the schedule for the week of June 22, 2026
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve Resolution 2026-7, conditionally issuing a special use permit Kaw Valley Companies, Inc for a sand excavation and stockpiling operation.

VII. FORMAL BOARD ACTION:

- a) Consider a motion to review the proposed Development and Road Improvement Agreement between Kaw Valley, Inc. and the County and take action as desired.

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

- a) Data Center tax impact
- b) Executive session if needed

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 15, 2026

11:30 a.m. Senior Impact Series
• Council on Aging, 711 Marshall St., Leavenworth KS

Tuesday, June 16, 2026

12:00 p.m. LCPA meeting

Wednesday, June 17, 2026

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

Thursday, June 18, 2026

Friday, June 19, 2026 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF JUNETEENTH

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

PROCLAMATION

WHEREAS, On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation freeing "All Persons held as slaves" in the Confederate States; and

WHEREAS, word about signing the Emancipation Proclamation was delayed some two-and one-half years, to June 19, 1865, in reaching authorities and African-Americans in the south and southwestern United States; and

WHEREAS, as the newly freed people began to migrate to other parts of the country, they shared their celebration of Juneteenth in their new communities; and the celebration has spread throughout our Country; and

WHEREAS, our Country continues to heal, the recognition of Juneteenth as a Federal holiday, renew the hope that our Country's promise of freedom and equality for all Americans can come true; and

WHEREAS, in the County of Leavenworth, Kansas we urge all citizens to become more aware of the significance of the celebration in African-American history and in the heritage of our nation and county.

NOW, THEREFORE, I, Mike Stieben, Chairperson of Leavenworth County, Kansas, do hereby declare June 19th, 2026 as Juneteenth in the County of Leavenworth, Kansas.

IN WITNESS, WHEREOF, I set my hand and have affixed the seal of Leavenworth County, Kansas on this 17th day of June, 2026.

Mike Stieben, Chairperson

*****June 10, 2026*****

The Board of County Commissioners met in regular session on Wednesday, June 10, 2026. Commissioner Smith, Commissioner Culbertson, Commissioner Reid, Commissioner Dove and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Aaron Yoakam, Buildings and Grounds Director;

PUBLIC COMMENT:

Terry Booker, Ed Irvine, Cecilia Pruitt, Nancy Carpenter, Lukas Patton, Brooklyn Patton, Tammy Patton, Jim Karleskint, Aaron Bilyeu, Stephanie Shupe, Jane Dent, Russell Dent, Dee Karleskint, Janice Barnhardt, Alicia Mein, Judy Smith, Jerry Pruitt, Linda Seufert, Richard Paz, Kimberly Storm, Brian Morley, Ted Grinter, Kim Colbert, Wes Baker and Lisa Higge commented.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben read a proclamation recognizing World Elder Abuse Awareness Day on June 15, 2026.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, June 10, 2026, as presented.

Motion passed, 5-0.

Commissioner Stieben requested to place an advisory election discussion on the agenda.

A motion was made by Commissioner Stieben and seconded by Commissioner Smith to put on the agenda to consider an advisory election and direct county staff to work with the county clerk to come up with two or three options on different methods of conducting the election.

Motion failed, 3-2 Commissioners Dove, Reid and Culbertson voting nay.

Commissioner Reid an article regarding how much water a data center versus agriculture uses.

Aaron Yoakam requested approval of a bid for the replacement of the Transfer Station tipping floor and apron.

A motion was made by Commissioner Dove and seconded by Commissioner Culbertson to approve a bid from Linaweaver Construction for the replacement of the Transfer Station tipping floor and apron in the amount of \$70,000.00.

Motion passed, 5-0.

A motion was made by Commissioner Smith and seconded by Commissioner Dove that the Board recess for a closed executive meeting to consult with our attorneys and discuss confidential matters related to potential claims which would be deemed privileged in the attorney-client relationship as justified by K.S.A. 75-4319(b)(2) and that board resume open meeting at 11:45 a.m. in the meeting room of the board. Present in the executive meeting will be Commissioners Mike Smith, Jeff Culbertson, Vanessa Reid, Willie Dove, Mike Stieben,

County Administrator Mark Loughry, County Counselor Misty Brown and Assistant County Counselor Anne Marie Yatsula.

Motion passed, 5-0.

The Board has returned to regular session at 11:45 a.m. No action was taken and no decisions were made. The subject was limited to matters related to attorney-client privileges.

No action taken on the moratorium resolutions.

Commissioner Stieben commented on water usage of a hyper data center.

Commissioner Reid addressed a public comment stating her comments are her own.

Alicia Mein, Ted Grinter Byron McFee Jane Dent, Lisa Higge and Wes Baker commented.

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

Motion passed, 5-0.

The Board adjourned at 12:17 p.m.

*****June 10, 2026 *****

The Board of County Commissioners met in a work session on Wednesday, June 10, 2026. Commissioner Smith, Commissioner Reid, Commissioner Culbertson, Commissioner Stieben and Commissioner Dove are present; Also present: Mark Loughry, County Administrator

The Board met in a work session to discuss data center regulations and water availability.

The Board ended the work session at 2:46 p.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 22, 2026

Tuesday, June 23, 2026

Wednesday, June 24, 2026

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

Thursday, June 25, 2026

Friday, June 26, 2026

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 06/05/2026 END DATE: 06/10/2026

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

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
838		06/05/2026	8686 141635	EVERGY KANSAS CENTRAL INC 6-001-5-05-215	STATION 3	598.77	
					WARRANT TOTAL		598.77
839	AP	06/10/2026	2	WATER DEPT 6-001-5-32-392	601 3RD WATER SRV	4,184.45	
					WARRANT TOTAL		4,184.45
840	AP	06/10/2026	829	THOMSON REUTERS - WEST 6-001-5-09-209	ONLINE SUBSCRIPTION SOFTWARE	252.00	
					WARRANT TOTAL		252.00
841	AP	06/10/2026	8686	EVERGY KANSAS CENTRAL INC 6-001-5-33-392	711 MARSHAL ELECTRIC	8,880.28	
					WARRANT TOTAL		8,880.28
*120326	AP	06/05/2026	23537 141640 141640 141640 141640 141640 141640	BOUND TREE MEDICAL LLC 6-001-5-05-381 6-001-5-05-381 6-001-5-05-381 6-001-5-05-381 6-001-5-05-381 6-001-5-05-381	FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES FIELD SUPPLIES	3,452.31 191.51 33.03 1,050.64 31.53 1,287.26	
					WARRANT TOTAL		6,046.28
120327	AP	06/05/2026	340 141639	BROOKS-JEFFREY MARKETING INC 6-194-5-00-2	HOME PAG THIRD PARTY LINK	295.00	
					WARRANT TOTAL		295.00
120328	AP	06/05/2026	1004 141642	ASHLEY BULLOCK LLC 6-001-5-05-201	JUNE MEDICAL DIRECTOR	1,500.00	
					WARRANT TOTAL		1,500.00
120329	AP	06/05/2026	1088 141632	COLUMN SOFTWARE PBC 6-001-5-03-218	LEGAL PUBLICATION FUND BALANCE	74.03	
					WARRANT TOTAL		74.03
120330	AP	06/05/2026	66366 141636	KANSAS GAS SERVICE 6-001-5-05-215	STATION 3	8.80	
					WARRANT TOTAL		8.80
120331	AP	06/05/2026	834 141633	KANSAS LEGAL SERVICES, INC 6-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
					WARRANT TOTAL		3,000.00
120332	AP	06/05/2026	1532 141647	KERIT 6-112-5-00-240	SECOND INSTALLMENT 2026	217,780.00	
					WARRANT TOTAL		217,780.00
120333	AP	06/05/2026	1629 141644 141644	KANSAS UNIVERSITY PHYSICIANS I 6-108-5-00-280 6-108-5-00-280	MCH GRANT AND WOMEN HEALTH MCH GRANT AND WOMEN HEALTH	3,800.00 584.00	
					WARRANT TOTAL		4,384.00
120334	AP	06/05/2026	105 141641 141641 141645	MIDWEST MOBILE RADIO SERVICE 6-001-5-05-280 6-001-5-05-280 6-108-5-00-601	RADIO MAINTENANCE RADIO MAINTENANCE RADIO MAINTENANCE	234.00 170.00 75.00	
					WARRANT TOTAL		479.00
120335	AP	06/05/2026	2059 141651	MIDWEST OFFICE TECHNOLOGY INC 6-001-5-23-201	CLERKS AND FINANCE COPIES	96.36	
					WARRANT TOTAL		96.36

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
120336	AP	06/05/2026	2387 141646	JENNIFER ORTEGA 6-108-5-00-203	CONTRACTED SERVICES FP GRANT 0 WARRANT TOTAL	275.00	275.00
120337	AP	06/05/2026	3 141634	THE LEAGUE OF KANSAS MUNICIPAL 6-001-5-09-202	CITY ATTORNEY ASSOCIATION WARRANT TOTAL	100.00	100.00
120338	AP	06/05/2026	1280 141650	U S POSTMASTER 6-001-5-49-302	BRM PERMIT WARRANT TOTAL	3,670.00	3,670.00
120339	AP	06/05/2026	478 141649	QUADIENT LEASING USA 6-001-5-14-301	IX 5-7 SERIES HI CAP INK WARRANT TOTAL	248.90	248.90
120340	AP	06/05/2026	458 141638 141637 141638 141643 141643	LEAV CO PUBLIC WORKS 6-001-5-07-213 6-001-5-12-304 6-001-5-14-332 6-160-5-00-213 6-160-5-00-304	GASOLINE AND MAINTENANCE SHOP FUEL UNIT 1460 GASOLINE AND MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE WARRANT TOTAL	3,500.78 688.17 12,010.41 503.40 332.53	17,035.29
120341	AP	06/05/2026	1073 141648	WITHERS-KC SANITARY SUPPLY 6-001-5-14-228	COPY PAPER WARRANT TOTAL	89.00	89.00
120342	AP	06/10/2026	735	AMERICAN RESPONSE VEHICLES 6-001-5-05-5	2026 AEV TYPE AMBULANCE PURCHA WARRANT TOTAL	313,300.00	313,300.00
120343	AP	06/10/2026	1057	PRIMO BRANDS 6-001-5-11-208	8750277596 FILTRATION SYSTEM R WARRANT TOTAL	51.74	51.74
120344	AP	06/10/2026	2771	SHAWN BOYD 6-001-5-11-205	MILEAGE REIMBURSEMENT WARRANT TOTAL	89.90	89.90
120345	AP	06/10/2026	24545	CDW GOVERNMENT INC 6-001-5-11-308	3773122 COMPUTER WARRANT TOTAL	1,870.11	1,870.11
120346	AP	06/10/2026	19903	LANGUAGE LINE SERVICES INC 6-001-5-19-221	11931734 INTERPRETER SERVICE WARRANT TOTAL	93.12	93.12
120347	AP	06/10/2026	19428	SHOWALTER AUCTION SERVICE 6-001-5-09-232	TAX SALE AUCTION SERVICES WARRANT TOTAL	300.00	300.00
120348	AP	06/10/2026	113	SUMNERONE INC 6-001-5-19-301	COPIER STAPLES WARRANT TOTAL	145.00	145.00
120349	AP	06/10/2026	433	TONGANOXIE CITY 6-001-5-14-220	WATER SRV 725 LAMING WARRANT TOTAL	71.31	71.31
120350	AP	06/10/2026	608	THE TRAVELERS INDEMNITY COMPAN 6-001-5-14-224	DEDUCTIBLE BILLING 16P20731-ZL WARRANT TOTAL	10,000.00	10,000.00
120351	AP	06/10/2026	434	HAMM QUARRIES			

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-133-5-00-361	300467 ROCK	6,166.91	
					WARRANT TOTAL		6,166.91
120352	AP	06/10/2026	461	LEAV CO COOP			
				6-133-5-00-310	FUEL	4,899.32	
				6-133-5-00-310	FUEL	690.50	
				6-133-5-00-310	FUEL	608.55	
				6-133-5-00-304	FUEL	9,278.24	
				6-133-5-00-304	FUEL	22,892.06	
					WARRANT TOTAL		38,368.67
120353	AP	06/10/2026	11799	O'REILLY AUTOMOTIVE			
				6-133-5-00-360	19615 PARTS	184.99	
				6-133-5-00-360	19615 PARTS	52.92	
				6-133-5-00-360	19615 PARTS	223.03	
				6-133-5-00-360	19615 PARTS	104.74	
				6-133-5-00-360	19615 PARTS	29.28	
				6-133-5-00-360	19615 PARTS	267.20	
				6-133-5-00-360	19615 PARTS	6.99	
				6-133-5-00-360	19615 PARTS	58.84	
				6-133-5-00-360	19615 PARTS	52.92	
				6-133-5-00-360	19615 PARTS	26.46	
				6-133-5-00-360	19615 PARTS	8.82	
				6-133-5-00-360	19615 PARTS	121.94	
				6-133-5-00-360	19615 PARTS	11.55	
				6-133-5-00-360	19615 PARTS	137.03	
				6-133-5-00-360	19615 PARTS	137.03	
				6-133-5-00-360	19615 PARTS	29.99	
				6-133-5-00-360	19615 PARTS	14.43	
				6-133-5-00-360	19615 PARTS	72.50	
				6-133-5-00-360	19615 PARTS	577.50	
				6-133-5-00-360	19615 PARTS	100.80	
				6-133-5-00-360	19615 PARTS	61.67	
				6-133-5-00-360	19615 PARTS	150.52	
				6-133-5-00-360	19615 PARTS	238.04	
				6-133-5-00-360	19615 PARTS	223.03	
				6-133-5-00-360	19615 PARTS	30.00	
				6-133-5-00-360	19615 PARTS	58.84	
				6-133-5-00-360	19615 PARTS	68.62	
				6-133-5-00-312	19615 PARTS	11.24	
				6-133-5-00-312	19615 PARTS	17.99	
					WARRANT TOTAL		1,264.91
120354	AP	06/10/2026	461	LEAV CO COOP			
				6-137-5-00-304	AFDD DYED DIESEL	1,893.23	
				6-137-5-00-304	AFDD DYED DIESEL	1,140.18	
				6-137-5-00-304	AFDD DYED DIESEL	2,404.81	
				6-137-5-00-304	AFDD DYED DIESEL	4,398.79	
				6-137-5-00-304	AFDD DYED DIESEL	1,146.01	
					WARRANT TOTAL		10,983.02
120355	AP	06/10/2026	458	LEAV CO PUBLIC WORKS			
				6-145-5-00-213	FLEET MAINTENANCE	1,106.50	
					WARRANT TOTAL		1,106.50

START DATE: 06/05/2026 END DATE: 06/10/2026

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<u>WARRANT NUMBER</u>	<u>CHK TYPE</u>	<u>WARRANT DATE</u>	<u>VEND #/ PCH DOC #</u>	<u>VENDOR NAME/ ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
120356	AP	06/10/2026	1073	WITHERS-KC SANITARY SUPPLY			
				6-145-5-00-345	CONSUMABLE PRODUCTS	26.93	
				6-145-5-05-301	CONSUMABLE PRODUCTS	12.73	
				6-145-5-07-302	CONSUMABLE PRODUCTS	9.30	
				6-145-5-00-345	CONSUMABLE PRODUCTS	83.39	
				6-145-5-06-301	CONSUMABLE PRODUCTS	10.59	
				6-145-5-06-321	CONSUMABLE PRODUCTS	33.09	
				6-145-5-07-321	CONSUMABLE PRODUCTS	5.29	
					WARRANT TOTAL		181.32
120357	AP	06/10/2026	1090	PRAIRIE LANDFILL LLC			
				6-160-5-00-204	LANDFILL CHARGES	55,344.41	
				6-160-5-00-204	LANDFILL CHARGES	199.55	
				6-160-5-00-204	LANDFILL CHARGES	105,718.70	
					WARRANT TOTAL		161,262.66
120358	AP	06/10/2026	1867	REDWOOD TOXICOLOGY LABORATORY			
				6-196-5-00-201	112368 CONFIRMATION TEST	320.27	
					WARRANT TOTAL		320.27
					GRAND TOTAL		814,572.60

START DATE: 06/05/2026 END DATE: 06/10/2026

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

FUND SUMMARY

001	GENERAL	371,273.41
108	COUNTY HEALTH	4,734.00
112	EMPLOYEE BENEFIT	217,780.00
133	ROAD & BRIDGE	45,800.49
137	LOCAL SERVICE ROAD & BRIDGE	10,983.02
145	COUNCIL ON AGING	1,287.82
160	SOLID WASTE MANAGEMENT	162,098.59
194	VIOLENT OFFENDERS	295.00
196	DRUG TEST & SUPERVISION FEES	320.27
	TOTAL ALL FUNDS	814,572.60

RESOLUTION 2026-07

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for a sand excavation and stockpiling operation – Kaw Valley Companies, Inc. on the following described property:

A tract of land over a portion of the Northwest, Northeast, Southwest and Southeast Section 22, Township 12 South, Range 22 East, of Leavenworth County, Kansas, more particularly described as follows: BEGINNING at the North westerly corner of this SUP PERMIT BOUNDARY thence S84°49'09"E a distance of 1245.06 feet, said point also being a point on a non-tangent curve; thence Easterly, along a curve to the left, having a radius of 2348.16 feet, a central angle of 32°43'54", a distance of 1341.45 feet, thence N55°26'49"E a distance of 94.09 feet, thence S22°28'51"E, a distance of 661.46 feet, thence S68°30'32"W, a distance of 343.39 feet, thence S02°38'11"E a distance of 268.68 feet, thence N87°29'03"E, a distance of 1226.92 feet, thence N22°20'46"W, a distance of 1318.47 feet, thence N67°34'56"E a distance of 2031.74 feet, thence S02°15'53"E a distance of 3885.72 feet, thence S42°36'55"W a distance of 906.97 feet, thence S87°45'55"W a distance of 4644.77 feet, thence N02°42'34"W a distance of 437.46 feet, thence N21°33'21"E a distance of 79.21 feet, thence N01°03'15"W a distance of 2148.27 feet, thence S88°25'46"E a distance of 10.29 feet, thence N02°26'46"W a distance of 990.90 feet, to the POINT OF BEGINNING, more commonly known as 16201 & 00000 Lenape Road.

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 13th day of May 2025, 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 12th day of November 2025; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, recommended that the Special Use Permit be denied; and

WHEREAS, the Board of County Commission considered, in session on the 25th day of March, 2026, the recommendation of the Leavenworth County Planning Commission and remained the case back to the Planning Commission to hold a second public hearing to consider a modified application based on additional information offered by the applicant for consideration, including the Golden Factors and to develop an updated record and recommendation for consideration by the Board of County Commissioners.

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a second public hearing upon the granting of such request for a Special Use Permit on the 13th day of May, 2026; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, recommended that the Special Use Permit be denied; and

WHEREAS, the Board of County Commission considered, in session on the 3rd day of June 2026, the recommendation of the Leavenworth County Planning Commission.

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

- I. Based upon the findings as set forth in the staff report and the findings of fact adopted by the Board of County Commission in regular session on the 3rd day of June, 2026, and incorporated herein by reference, **Case No. DEV-25-021, Special Use Permit for a sand excavation and stockpiling operation – Kaw Valley Companies, Inc is conditionally approved subject to the performance and observation of the conditions and stipulations set forth herein.**

- II. The Special Use Permit conditionally granted in Section I. is hereby contingent upon the performance and observations of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violations shall constitute an additional basis for revocation:
 1. The SUP shall be limited to a period of 20 years with annual staff evaluations.
 2. The applicants shall enter into and fully execute a Development Agreement incorporating the provisions of the County's Roadway Improvement Agreement to ensure that the roads are evaluated and improved to a standard that will accommodate the proposed use.
 3. The applicants shall develop the property in compliance with the site plan submitted on September 30, 2025, except they shall erect an 8ft parameter fence.
 4. An emergency plan shall be prepared and submitted to Fire District #2 and the Leavenworth County Emergency Management Department for approval prior to operations commencing.
 5. All operations shall not take place within 105' from the center of any public roadway. All activities shall be a minimum of 40' from the property line. All activity along the southern parcel boundary shall be a minimum of 80' from the property line.
 6. Machinery shall be well-maintained and lubricated to reduce noise.
 7. There shall be no truck traffic associated with the development traveling south on 166th Street into De Soto.
 8. Jake braking shall be prohibited.
 9. The designated haul route is to begin at 161st Street and Railroad Road, then traverse north, at which point vehicles will turn left onto Golden Road, traveling west. From this point, vehicles will continue on Golden Road, then follow the northward curve, at which point Golden Road becomes 189th Street. Vehicles heading to Kaw Valley's processing plant will turn left onto K-32 and then proceed southwest, at which point vehicles will turn right on 222nd Street. From this point, vehicles will continue on 222nd Street, turn right on I-70 and proceed to Kaw Valley's processing facility. Third party destinations will use the Primary Route to K-32, turning left at K-32 and proceed to their ultimate destination. Trucks shall use only the designated haul route as approved with this Special Use Permit.
 10. All trucks exiting the site shall be weighed and must meet legal load limits prior to exiting the site.
 11. Trucks shall not enter the site prior to 7:00am and shall exit the site no later than 3:00pm, Monday-Friday.
 12. Noise shall be limited to 65 dBs along property lines adjacent to Residentially Zoned Parcels.

13. Lighting generated from the development shall be limited to 0.00 foot-candles net gain, as measured at the property line.
14. A permit for the private sanitation system shall be submitted to the County and must be maintained in compliance with the Leavenworth County Sanitary Code per the email from Kyle Anderson dated March 28, 2025.
15. A right-of-way obstruction permit shall be required for any improvement within the County right-of-way.
16. Dredging and stockpiling operations shall be allowed twenty-four (24) hours a day Monday-Sunday.
17. The applicants shall file a Surface Mining Permit with the Kansas Department of Agriculture. This shall be submitted to Leavenworth County upon completion, including confirmation of the reclamation bond and a copy of the approved reclamation plan.
18. The applicant shall update and maintain the Section 401 Water Quality Certification with the Kansas Department of Health and Environment and shall comply with all conditions set forth within the Certification.
19. All Notices of Intent and Stormwater Pollution Prevention Plans shall be obtained from the State of Kansas and a copy provided to the County.
20. The applicant shall obtain and comply with all state, federal and local floodplain permits.
21. The SUP shall be limited to five (5) full-time employees not including truck operators.
22. On-site retail sales shall be permitted from the site.
23. The applicant shall adhere to the following memoranda:
 - a. Email – Kyle Anderson, Code Enforcement, dated March 28, 2025
 - b. Memo – Chuck Magaha, Emergency Management, dated July 31, 2025
 - c. Memo – Public Works, dated October 15, 2025
24. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
25. No on-street parking or stacking shall be allowed.
26. 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.
27. This SUP shall be limited to the application submitted on September 30, 2025, and narrative submitted on October 16, 2025.
28. That no public nuisance be allowed or created upon the subject real property.
29. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.

30. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Kaw Valley Companies, Inc., and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the County for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

located in Section 22, Township 12 South, Range 22, in Leavenworth County, Kansas, more commonly known as 16201 & 00000 Lenape Road.

Adopted this 3rd day of June 2026
Board of County Commissioners
Leavenworth, County, Kansas

Mike Stieben, Chairman

ATTEST

Jeff Culbertson, Member

Fran Keppler, County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Smith, Member

**Leavenworth County
Request for Board Action**

Date: June 11, 2026

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll; John Jacobson

From: Misty Brown, County Counselor

Department Head Approval: N/A

Additional Reviews as needed:

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

Action Requested: Review the proposed Development and Road Improvement Agreement between Kaw Valley, Inc. and the County and take action as desired.

Analysis: The attached Development and Road Improvement Agreement was prepared in accordance with the County's Roadway Improvement Policy. On June 3, 2026, the Board of County Commissioners approved a Special Use Permit in Case No. SUPDEV-25-021, to allow for the utilization of an approximately 435-acre site located at 166th and Lenape Road for a sand excavation, stockpiling and sales operation, both wholesale and retail.

A condition of the Special Use Permit required the Applicant to enter into a Development Agreement incorporating the provisions of the County's Roadway Improvement Agreement to ensure that the roads are evaluated and improved to a standard that will accommodate the proposed use. The attached agreement incorporates the County Roadway Improvement Policy and addresses other factors associated with the impact of the proposed use.

Alternatives: 1) Approve the Agreement; 2.) Decline to Approve the Agreement and provide direction to staff; or 3) Table the matter for further study.

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments: (1) Copy of Development and Road Improvement Agreement

DEVELOPMENT AND ROAD IMPROVEMENT AGREEMENT

This Development and Road Improvement Agreement (the “Agreement”) is made and entered into on this ___ day of _____, 2026, by and between the Board of County Commissioners of Leavenworth, Kansas, a body politic organized and existing pursuant to the laws of the State of Kansas (hereinafter “County”) and Kaw Valley Companies, Inc., a Kansas corporation (hereinafter “Applicant”). The County and Applicant are collectively referred to herein as the “Parties.”

I. RECITALS

WHEREAS, the Applicant applied to the County for the issuance of a Special Use Permit (“SUP”), in Case No. SUPDEV-25-021, to allow for the utilization of an approximately 435 acre site located at 166th and Lenape Road for a sand excavation, stockpiling and sales operation, both wholesale and retail (the “Project”). The Project is proposed to be located upon the land legally described on **Exhibit A** attached hereto and incorporated herein by reference and depicted on the site plan attached hereto as **Exhibit B** and incorporated herein by reference (the “Property” and the “Site Plan” respectively); and

WHEREAS, on or about _____, 2026 the County adopted Resolution No. _____, attached hereto and incorporated herein by reference as **Exhibit C** (the “SUP Resolution”) which approved the issuance of the SUP for the Project subject to a number of conditions which were placed upon the SUP; and

WHEREAS, the SUP Resolution requires the Applicant to enter into this Agreement with the County regarding *inter alia*: (1) the design and construction of certain necessary road improvements uniquely and specifically required for the operation of the Project (the “Road Improvements”); (2) for the reduction of dust and dirt from the operation of the Project on the Property; and (3) the satisfaction of other conditions of approval as set out in the SUP Resolution; and

NOW THEREFORE, in satisfaction of Condition _____ of the SUP Resolution and for good and valuable consideration, the County and Applicant hereby enter into this Agreement on behalf of themselves and their respective successor and legal representatives, upon the following terms and conditions and in consideration of the mutual covenants and agreements contained herein.

II. EFFECTIVE DATE AND TERM

1. **EFFECTIVE DATE AND TERM.** The effective date of this Agreement shall be _____, notwithstanding that the parties have executed this Agreement on an earlier date or later date. This Agreement shall be for the same term as the term of the SUP and shall automatically expire when such permit expires or is revoked.

III. ROAD IMPROVEMENTS

1. **ROAD IMPROVEMENTS.** The Applicant acknowledges that the operation of the Project will add heavy commercial traffic to the County road system. As part of the SUP application review process, the County required the Applicant to submit a proposed haul route, and the Applicant elected to conduct a comprehensive Road Study (the “Road Study”). The Road Study identified certain road improvements to be made by the Applicant which are specifically and uniquely attributable to the traffic that is anticipated to be created by the operation of the Project which are set out on **Exhibit D** (the “Preliminary Road Improvements”). The Preliminary Road Improvements are preliminary and will be validated and possibly modified by the process set out in Section 2 below.

2. **REVIEW AND EVALUATION OF PRELIMINARY ROAD IMPROVEMENTS.** Pursuant to the terms of this Agreement, with the approval of the SUP, the parties will take the following steps to review, evaluate, confirm and possibly modify the scope of the Preliminary Road Improvements and determine, with the input of the Applicant and the County, the scope, timing and sequencing of the final road improvements to be built or funded by the Applicant to mitigate the unique and specific impacts of traffic generated by the operation of the Project (the “Final Road Improvements”):

(a) The County shall issue a request for proposals from qualified engineering firms to provide engineering consultant services in regard to the Primary and Secondary Routes, as defined in the SUP and the impact of the Project on the Primary and Secondary Routes. The County shall, in its sole discretion, select the engineering firm (the “Consulting Engineer”) to perform the work described below at the sole cost of the Applicant.

(b) Engineering services to be provided by the Consulting Engineer (the “Engineering Services”) may be provided in up to six phases with the goal being to provide the County Engineer and the Director of Public Works with recommendations on how best to improve the Primary Route, as defined in the Road Study to ensure that the Primary Route complies with the applicable road design standard and to further ensure the public health, welfare and safety is being protected. Additionally, the objective of the Engineering Services is to determine and/or confirm the road improvements that are not otherwise being funded by other sources, which need to be built to resolve and mitigate the direct impacts on the Primary Route resulting from the operation of the Project. The six phases of the Engineering Services could but need not include the following:

(i) **Planning/study phase** includes, but is not limited to, development of a project schedule, design criteria documents, consultants to identify the best route for the Road Improvements, and a traffic study.

(ii) **Field work/ discovery phase** includes, but is not limited to, analysis of existing roadway geometrics and drainage structure condition, corridor topographic and boundary survey, preparation and submittal to governmental agencies a certified land corner record for each section corner recovered and used for the project, geotechnical investigation of existing pavement and corridor soils, said geotechnical investigation information to be utilized by the consultant for

pavement typical section design, obtaining title work, analysis of utility encumbrances and required relocations, development of geometric concept plan, and analysis of horizontal and vertical curve modifications and required right-of-way easement acquisition.

(iii) **Preliminary design phase** includes, but is not limited to, development of roadway and storm improvements plan documents for preliminary plans with right-of-way and easement strip map, preparation of cost estimate for preliminary plans and a field check meeting.

(iv) **Final plans phase** includes, but is not limited to, preparation of construction sequence and traffic control plan, erosion control plans, property acquisition documents and exhibits, being available to meet with some property owners during the acquisition process, providing right of way and easement staking for some properties to aid in acquisition, submittal of final plans for County comment, coordination of utility relocations prior to construction, preparation of cost estimate for final plans, obtaining all necessary permits for construction and environmental assessment.

(v) **Bidding and construction phase** includes, but is not limited to, preparation of specifications and special provisions for construction bid package, providing bid letting assistance, construction period services and resetting any property corners disturbed during construction.

(vi) **Project acceptance/ long term maintenance requirement phase** includes, but is not limited to, a punch list walk through the County.

(c) The Consulting Engineer's opinions shall be reduced to writing (the "Report"). The Report shall indicate whether or not traffic generated by Applicant's proposed use will have a detrimental impact on the safety of the public or will require the County to subsidize the business as a result of the degradation of the roadway created from the additional traffic and what improvements, if any, need to be made to the Primary Route as a direct result of the Project to comply with the applicable County standard as defined by the County Engineer. The Report shall be subject to the review and approval of the County Engineer (the "Approved Report"). The Approved Report shall contain the Final Road Improvements to be built or funded by the Applicant to mitigate the direct traffic impacts of the Project on the Primary Route. The Applicant agrees to accept and shall be bound by the opinions and conclusions set forth in the Approved Report.

(i) The Approved Report, as it relates to the Final Road Improvements, shall identify the typical section and pavement requirements for a standard 20-year pavement design life based on existing traffic on the Primary Route and the anticipated residential traffic growth and additional ESAL loading associated with the Project.

(ii) If the Applicant improves or funds improvements to portions of the Primary Route based on the Approved Report and other entities are approved to

utilize the Primary and Secondary Routes and required to pay the County a traffic impact or road use and maintenance fee as a condition of their special use permit within ten (10) years of the date of this Agreement, the Applicant may be entitled to receive a pro-rata share of the traffic impact or road use and maintenance fees paid to the County during the initial ten (10) years period from the date of this Agreement. Similar to the original pro-rata share formula, all recalculations shall be based on anticipated ESAL loading for each roadway user. Regardless of the amount of traffic impact or road and maintenance fees collected by County, Applicant shall only receive up to 50% of the actual amount paid by Applicant to improve the Road.

(d) The County shall provide the Applicant with the cost information prior to initiating phase (i), the planning/study phase, and after completion of each subsequent phase thereafter and after the bid opening in phase (v). The Applicant retains authority to, in its sole discretion, elect to move forward with each phase and any work recommended by the Consulting Engineer or withdraw its application for the SUP. If the Applicant wishes to proceed with a phase, the Applicant shall notify the County of its wish to proceed and remit payment in full to the County for the cost of the Consulting Engineer and/or general contractor services as they apply to the phase prior to the commencement of that phase of work. Upon notice of the Applicant's wish to proceed and receipt of payment in full, the County shall engage the Consulting Engineer to begin the next phase.

3. **PAYMENT IN LIEU OF ROAD IMPROVEMENT CONSTRUCTION.** As an alternative to the Applicant constructing the Final Road Improvements, the parties agree that it may be best for the Applicant to make a payment in an amount equal to the estimated cost to construct the Final Road Improvements directly to the County (the "Payment in Lieu of Construction") in order to maximize the road improvements that may be made to the Primary Route. The Payment in Lieu of Construction will be based upon the Consulting Engineer's estimate of the Final Road Improvements and shall be made by the Applicant upon receiving ninety (90) days written notice from the County that it has issued a notice to proceed to the contractor selected to construct the Final Road Improvements. The Applicant's payment of the Payment in Lieu of Construction shall satisfy the Applicant's obligations under Sections 2 and 3 of this Agreement.

4. **CREDITS.** Pursuant to the County's Traffic Impact Policy, the Applicant shall receive a credit against any and all other costs or fees, including any Traffic Impact Fee, which might be due and owing under the County's Traffic Impact Policy on a dollar-for-dollar basis based upon all the costs and fees related to the Final Road Improvements actually constructed or funded by the Applicant. (The Traffic Impact Fee is distinct and not the same as the Royalty Fee set out in Section IV below.)

5. **DUST CONTROL/ROAD MAINTENANCE.** The parties understand and agree that dirt, loose rock and the like may be deposited on the Primary and Secondary Routes as a result of Applicant's operation on the Property. In the event Applicant or Applicant's customers deposit dirt, loose rock and the like that are in such quantities or of such size that their presence upon the surface of Golden Road may cause hazardous driving conditions for traffic, the Applicant shall be responsible for removing the same within three (3) days upon receipt of notice or upon Applicant's

observation of such conditions. Further, all loose rock and the like caused by Applicant or Applicant's customers or agents, regardless of size or quantity, shall be swept from the surface of Golden Road on an as-needed basis. All safety precautions shall be observed by Applicant during the sweeping process.

IV. ROYALTY FEE

Upon commencement of sand dredging operations at the Project, the Applicant shall pay to the County on a weekly basis an impact fee based upon the following schedule for each ton of sand sold from the operations of the Project: Years 1 – 5 of operations: Twenty-Five Cents (\$0.25); Years 6 – 10 of operations: Fifty Cents (\$0.50); and Years 11 – 20 of operations: Seventy-Five Cents (\$0.75) (the "Royalty Fee"). In recognition that circumstances may materially change over time, the Parties agree to meet and confer in good faith to re-evaluate the impact fee and its continued appropriateness no later than the twentieth (20th) anniversary of the Effective Date of this Agreement.

The Royalty Fee shall be paid by the Applicant to the County within thirty (30) days after the end of the previous week. Kaw Valley shall submit to the County reasonable documentation as to the amount of sand removed from the Project for each week the Project is in operation and provide the County with a copy of Kaw Valley's annual Mine Safety and Health Administration ("MSHA") report. No Royalty Fee shall be due and owing if no sand is sold from the operations of the Project in any given week. The County may use the Royalty Fee as it sees fit, including for future maintenance and repair work on the Primary Route.

By way of information only, the Applicant intends to use JWS software to track trucks that will cross the scales that will be located on the Property to weigh the sand excavated from the Property. It is anticipated that a weekly spreadsheet will be prepared which includes the date, the aggregate material, quantity in tons sold and ticket numbers for each transaction. Similar tracking software will be utilized throughout the term of the SUP and this Agreement.

V. FUTURE EXPANSION

The County and the Applicant have had preliminary conversations regarding the possible future growth and expansion of the Applicant's other operations within the County. It is the desire of the Parties that these conversations continue and that they result in additional capital investment, jobs and taxes being generated by the Applicant within the County. It is not anticipated that any such relocation and/or expansion shall occur until after the Project is fully operating and stabilized.

VI. RAILROAD

1. **RAILROAD CROSSING AND OTHER RAIL CONSIDERATIONS.** As it relates to the railroad crossing just north of 161st Street and the Railroad Road intersection, Union Pacific Railroad ("UPR") has indicated that it has conceptually approved the crossing. To complete its review, UPR will require that the County, as the "road authority," make a formal request for review of the crossing by the UPR. Any fee associated with this review request will be provided by the Applicant.

2. **FUTURE RAILROAD.** The Applicant acknowledges and agrees with the County that the extension of rail service to and beyond the Property would not only benefit the Property and the operations of the Project but would also be beneficial to future development in the County. The Applicant agrees in good faith to use commercially reasonable efforts to convert Applicant's transportation of sand from the Project to rail service within three (3) years after commencement of operation. Such efforts include, but are not limited to, evaluating feasibility, engaging with rail providers, pursuing necessary permits and approvals, and undertaking reasonable infrastructure planning consistent with industry standards. Further, the Applicant agrees to fully cooperate with the County in the exploration of federal, state or other funds which might be available to facilitate this extension.

VII. VIOLATION OF THIS AGREEMENT

1. **VIOLATION OF THIS AGREEMENT.** It is understood and agreed upon by the Parties that:

(a) If it is determined by the County that Applicant has failed to perform or breaches any material term, condition, provision or obligation of this Agreement, then the County shall provide Applicant with written notice of the failure of performance or breach, and Applicant shall be given a reasonable opportunity, but not less than ten (10) days, to cure such failure or breach. If Applicant fails to timely cure the failure of performance or breach then:

(i) The County may terminate or revoke the SUP; and

(b) Notwithstanding the notice and opportunity to cure afforded to Applicant above:

(i) If the Public Works Director determines that there is a reasonable probability that Applicant's failure to perform or breach may cause hazardous driving conditions for traffic, then the County Engineer may close Golden Road to through traffic until such time as the failure to perform, the breach and hazardous conditions are remedied to the satisfaction of the County Engineer; and

(ii) In the event the Public Works Director closes Golden Road to through traffic as set forth above in subparagraph 5(b)(i), then Applicant shall not haul from the Property while Golden Road is closed.

(iii) If Golden Road is closed, time is of the essence to get Golden Road cleared of any hazardous driving conditions so Golden Road can be reopened without further delay.

VIII. DISPUTE RESOLUTION

1. **DISPUTE RESOLUTION.** In the event that Applicant believes it is aggrieved and wishes to contest the determinations of the Consulting Engineer regarding either the scope or cost estimates of the Final Road Improvements, the Applicant may submit its contest in writing to

the County. The contest shall set out in detail the basis for the contest to include information on any outside engineering consultants advising Applicant. Within ten (10) business days of the serving of the notice of contest, the parties shall confer to discuss the contested issues. In the event that the contested issues remain unresolved, Applicant may request that the Leavenworth County Board of County Commissioners conduct a hearing on the unresolved contested issues. At that hearing, Applicant shall fully state in detail the basis of the contest and provide a suggested resolution to the contested issues. The Board of County Commissioners shall consider and rule upon the contested issues within two (2) calendar weeks of the closure of the hearing on the matter.

While the parties acknowledge that it is the duty and prerogative of the Board of County Commissioners to act in the best interests of the public health, welfare and safety of the citizens of Leavenworth County, as it relates to the scope of the Final Improvements, decisions by the Board of County Commissioners on the contested issues shall be final, subject to judicial review as provided by K.S.A. 19-223.

VIX. GENERAL PROVISIONS

1. **COOPERATION OF APPLICANT.** Applicant shall fully and timely cooperate with the County in its efforts to comply with the terms and conditions of this Agreement. The Applicant shall take such actions, including timely participating in meetings with the County as reasonably requested and the execution and delivery of such documents and instruments to the Consulting Engineer, as may be reasonably necessary to carry out the terms, provisions and intent of this Agreement.

2. **NOTICES.** Any notices, demands or requests required by this Agreement shall be deemed sufficient if sent by the parties hereto by hand delivery (including courier services providing a receipt) or by U.S. mail, postage prepaid, addressed to:

If to the County: Mark Loughry
Leavenworth County Administrator
300 Walnut Street
Leavenworth, KS 66048

With a copy to: Misty S. Brown
County Counselor
Leavenworth County, Kansas
300 Walnut Street
Leavenworth, KS 66048

If Applicant: Tim Kates
Kaw Valley Companies, Inc.
5600 Kansas Avenue
Kansas City, KS 66106

With a copy to:

Aaron G. March
Rouse Frets White Goss
801 W. 47th St., Suite 500
Kansas City, MO 64112

A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

Furthermore, in the event of a successor to Applicant's interest, Applicant shall give the County written notice of the same and shall provide the County with the name and address of Applicant's successor(s). The failure of Applicant to notify the County of Applicant's successor(s) shall relieve the County from any notice requirements it would otherwise be obligated to give Applicant's successor.

3. **SALE OF PROPERTY/ TRANSFER OF INTEREST.** Applicant agrees that the sale of any portion of the Property, or the sale or assignment in fact or at law, or such other transfer of Applicant's interest in the Property, shall in no way effect or change Applicant's obligation to continue to comply with the terms of this Agreement unless and until Applicant first receives the written permission of the County to substitute its successor(s) or assignee(s), and any such successor(s) or assignee(s) enter into a separate written agreement with the County to assume the same terms, covenants and obligations regarding the matters referred to herein. However, if Applicant ceases operations at the Property and notifies the County of its intention to no longer utilize the SUP, then Applicant shall immediately be relieved of any obligations and duties required by the terms of this Agreement.

4. **INDEMNITY.** Applicant further agrees to protect, defend, indemnify and hold the County and its officers, employees and agents free and harmless from and against any and all 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 (the "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of Applicant and its employees, contractors, subcontractors, independent contractors, or other similar entity's performance of the term and conditions of this Agreement. Applicant further agrees to investigate, handle, respond to, provide defenses for and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if said Claims are groundless, false or fraudulent. Applicant shall have the exclusive and sole right to use an attorney of its choice to handle, investigate and/or defend such claims.

5. **RECORDING OF THIS AGREEMENT.** Applicant further agrees that this Agreement shall be filed by Applicant with the Register of Deeds, Leavenworth County, Kansas, as soon as reasonably practical after it has been signed by both parties hereto, such costs as may be incurred by the recording to be paid by Applicant. Applicant shall provide the County Counselor with file stamped copies of the recording Agreement immediately after it has been recorded.

6. **COVENANTS RUNNING WITH THE LAND.** Unless terminated in accordance with this Agreement, all of the terms, provisions and requirements of this Agreement shall be deemed to be covenants running with the land and shall, therefore, be binding upon Applicant and its respective successors, except as otherwise state herein.

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Kansas. In any proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Kansas shall be applicable, controlling and govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such proceeding may be instituted.

8. **STATUS OF PARTIES.** It is understood and agreed between the Parties that this Agreement does not and shall not be construed, interpreted or argued by either of them in a court of law or otherwise, to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between County and Applicant.

9. **NO JOINT VENTURE.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between or among the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein. Neither Party shall be authorized to enter any into binding agreement on the other Party without the express written consent of the other Party to any such agreement.

10. **MATTERS DISREGARDED.** The titles and headings of the various sections hereof are intended solely for convenience of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

11. **SEVERANCE.** If any of the clauses or provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **WAIVER.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

13. **TIME.** Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

14. **ASSIGNMENT.** This agreement may not be assigned by Applicant, in whole or in part, to any person for any reason without the prior, express written consent of the County.

15. **SUCCESSORS AND ASSIGNEES.** The terms, provisions, conditions, covenants and obligations contained in this Agreement shall be binding upon the successors and assignees of the County and Applicant.

16. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the Parties as to the Property, if any, and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

17. **MODIFICATION.** It is understood and agreed between the Parties that there shall be no waiver or modification of this Agreement unless such waiver or modification is first reduced to writing and signed by both Parties herein.

18. **CONSTRUCTION.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

19. **EXHIBITS.** All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

20. **COUNTERPARTS, FURTHER INSTRUMENTS, ETC.** This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. County and Applicant shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

21. **SIGNATURE AUTHORITY.** Applicant hereby agrees and promises that the individuals whose name and signatures appear below for and on behalf of Applicant have in fact the authority to so bind the Applicant to the terms and conditions of this Agreement.

22. **NO OBLIGATION TO CONSTRUCT.** It is expressly agreed that, in the event the Applicant does not proceed with the Project, then this Agreement shall be null and void and of no further force or effect and nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to deposit funds and/or to construct the Final Road Improvements or any other development.

23. **TERM.** The Parties acknowledge that this Development Agreement is intended to mirror the term and duration of the associated Special Use Permit. Accordingly, unless earlier terminated pursuant to the terms herein, this Agreement shall remain in effect for so long as the Special Use Permit remains valid and in effect, including any lawful extensions, renewals, or modifications thereto.

(Remainder of page intentionally left blank. Signature pages to follow.)

**FOR THE BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS:**

JEFF CULBERTSON, 1ST DISTRICT

VANESSA REID, 2ND DISTRICT

WILLIE DOVE, 3RD DISTRICT

MIKE SMITH, 4TH DISTRICT

MIKE STIEBEN, 5TH DISTRICT

ATTEST:

FRAN KEPPLER, COUNTY CLERK

APPROVED AS TO FORM:

Misty Brown, County Counselor

APPLICANT:

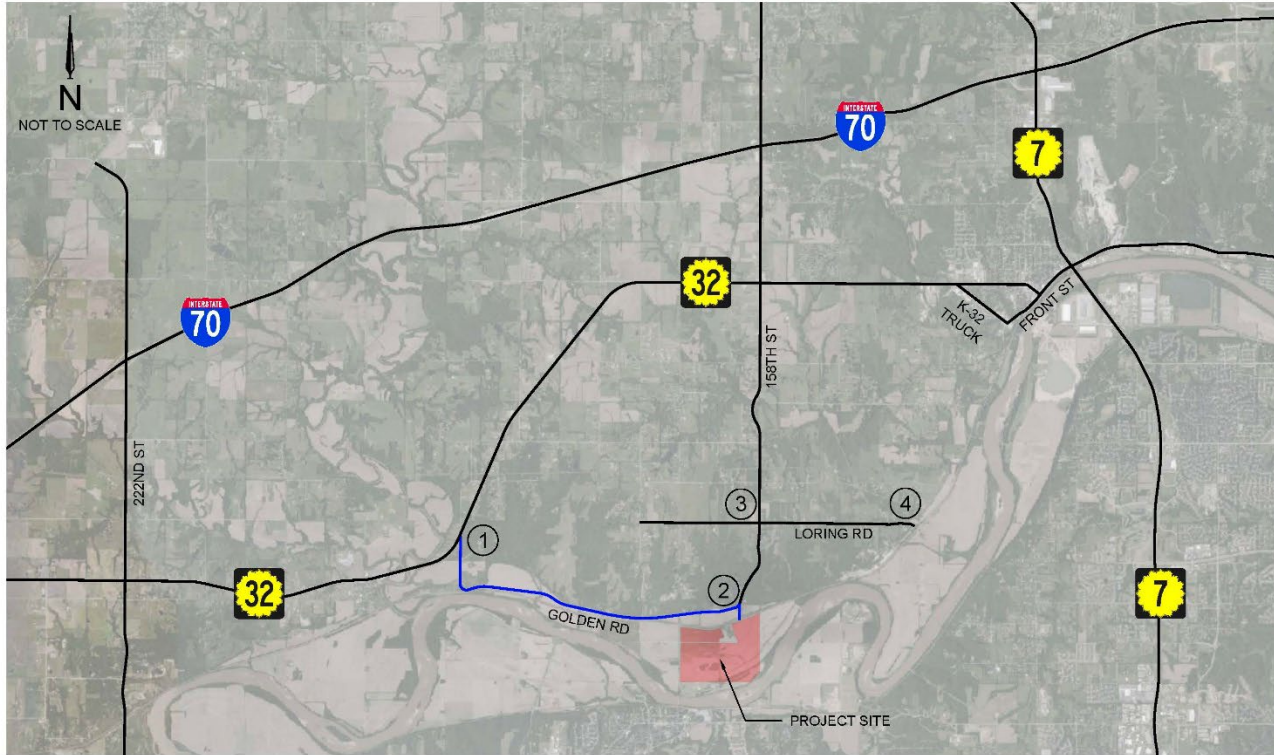
By: _____
Tim Kates, President

EXHIBIT A
Project Legal Description

A tract of land over a portion of the Northwest, Northeast, Southwest and Southeast Section 22, Township 12 South, Range 22 East, of Leavenworth County, Kansas, more particularly described as follows: BEGINNING at the North westerly corner of this SUP PERMIT BOUNDARY thence S84°49'09"E a distance of 1245.06 feet, said point also being a point on a non-tangent curve; thence Easterly, along a curve to the left, having a radius of 2348.16 feet, a central angle of 32°43'54", a distance of 1341.45 feet, thence N55°26'49"E a distance of 94.09 feet, thence S22°28'51"E, a distance of 661.46 feet, thence S68°30'32"W, a distance of 343.39 feet, thence S02°38'11"E a distance of 268.68 feet, thence N87°29'03"E, a distance of 1226.92 feet, thence N22°20'46"W, a distance of 1318.47 feet, thence N67°34'56"E a distance of 2031.74 feet, thence S02°15'53"E a distance of 3885.72 feet, thence S42°36'55"W a distance of 906.97 feet, thence S87°45'55"W a distance of 4644.77 feet, thence N02°42'34"W a distance of 437.46 feet, thence N21°33'21"E a distance of 79.21 feet, thence N01°03'15"W a distance of 2148.27 feet, thence S88°25'46"E a distance of 10.29 feet, thence N02°26'46"W a distance of 990.90 feet, to the POINT OF BEGINNING, more commonly known as 16201 & 00000 Lenape Road.

EXHIBIT C
SUP Resolution

EXHIBIT D
Preliminary Road Improvements



- PAVEMENT, SIGNING, AND PAVEMENT MARKING IMPROVEMENTS, ROADSIDE GRADING DUE TO PAVEMENT ELEVATION CHANGE
- ① K-32 & 189TH ST / GOLDEN RD - PAVEMENT WIDENING BASED ON TRUCK TURNING ENVELOPES
- ② GOLDEN RD / 158TH ST & 161ST ST - PAVEMENT WIDENING BASED ON TRUCK TURNING ENVELOPES
- ③ 158TH ST & GOLDEN RD - NORTHBOUND RIGHT-TURN TAPER
- ④ LORING RD & LORING DR - PAVEMENT WIDENING BASED ON TRUCK TURNING ENVELOPES

GBA

KAW VALLEY SAND
 PROJECT RECOMMENDATIONS

PROJECT NUMBER
 16477

DATE
 05/28/2026

FIGURE

1

Datacenter Potential Property Tax Impact and Community Benefit

Data Center Estimated Valuation

- No buildings have been built, and no building plans have been submitted.
- Estimates based solely on listing of existing data centers in the Kansas City area in Kansas and Missouri, values can vary if building type and quality is different than what has been built at those locations.
- Estimates do not include computer servers and equipment.
- Clay County Missouri Meta data center. One completed building, year built 2022, 978,114 square feet, value \$459,606,800, \$469.89 per square foot.
- Johnson County KS, data center, year built 2015, 192,248 square feet, value \$79,979,860, \$416.02 per square foot.

Data Center Estimated Valuation Continued

Value estimates are based on the Marshall and Swift Occupancy 497 Computer Center, for 1,000,000 square foot data centers.

	Class A Construction, Excellent Quality	Class C Construction, Very Good Quality
Appraised	\$452,031,790	\$313,057,990
Value Per SQ FT	\$452.03	\$313.06
Assessed Value	\$113,007,947	\$78,264,498
Current Mil Levy	124.399	124.399
Taxes	\$14,058,076	\$9,736,025

Leavenworth County Valuation by Property Classification

Property Classification	Value	% of County
Residential	\$880,047,524	78.61%
Commercial	\$119,711,000	10.69%
Public Utility	\$68,497,416	6.12%
Ag/Ag Improvement	\$30,795,351	2.75%
Million SQFT Data Center	\$103,750,000	8.63%

Top 10 Counties Valuation Comparison

County	Population	Total Taxable Value	Residential Value %	Comercial Value %	Tax Per Capita	% of Tax to County
Johnson	642,980	\$15,999,229,301	70.20%	26.38%	\$2,827	15.23%
Sedgwick	542,480	\$6,962,598,977	63.76%	28.81%	\$1,549	24.18%
Shawnee	178,992	\$2,320,638,514	63.36%	25.11%	\$1,898	33.09%
Wyandotte	171,324	\$2,226,731,711	55.10%	37.16%	\$2,086	21.30%
Douglas	120,901	\$2,105,331,840	69.03%	19.81%	\$2,179	32.75%
Leavenworth	84,836	\$1,119,524,229	78.61%	10.69%	\$1,637	30.54%
Riley	73,124	\$848,605,157	69.08%	22.21%	\$1,702	25.86%
Butler	69,842	\$1,099,153,981	60.12%	18.75%	\$2,228	21.31%
Reno	61,708	\$742,758,749	51.18%	22.02%	\$1,836	23.32%
Saline	53,440	\$719,730,820	57.93%	26.38%	\$1,711	31.37%

Potential Ad Valorem Taxes on 1,000,000 SQFT Facility at Current Rate		
\$415/SQFT Appraised	Outside City Limits	Inside City Limits
County	\$3,853,703	\$3,853,703
City	\$0	\$4,106,253
School District	\$6,292,468	\$6,292,468
Rec Commission	\$495,600	\$495,600
Township	\$437,574	
Fire District #2	\$397,203	
N.E. KS Library	\$124,933	
County Local Roads	\$929,353	
Total	\$12,530,833	\$14,748,024

District	Current Appraised Value	Appraised Value With DC	Increase %
Leavenworth County	\$1,170,102,884	\$1,273,352,884	8.82%
City	\$80,760,411	\$184,010,411	127.85%
School District General	\$179,704,557	\$282,954,557	57.46%
Rec Commission	\$179,704,557	\$282,954,557	57.46%
Township (no change if annexed)	\$47,083,369	\$98,708,369	109.65%
Fire District (no change if annexed)	\$99,984,445	\$151,609,445	51.63%
County LSR (no change if annexed)	\$466,660,663	\$569,910,663	22.13%

Ad Valorem Levy Before and After

Tax District	Current Mill Levy	Levy required with new Valuation	Reduced %
County	37.324	34.298	-8.11%
City	39.77	17.455	-56.11%
School District	60.944	38.706	-36.49%
Rec Commission	4.8	3.048	-36.49%
Total	142.838	93.506	-34.54%

Property Tax Savings Per Household with Data Center

2026 Home Valuation	\$250,000	\$500,000	\$750,000
Countywide non-rural savings per home	\$87	\$174	\$261
Countywide rural savings if not annexed	\$134	\$268	\$402
Tonganoxie City savings if annexed	\$1,418	\$2,837	\$4,255
Tonganoxie Township savings if not annexed	\$957	\$1,915	\$2,872
Tonganoxie Township savings if annexed	\$824	\$1,647	\$2,471
Reno Township savings if not annexed	\$901	\$1,821	\$2,732
Reno Township savings if annexed	\$824	\$1,647	\$2,471

Community Impact Fund

One-time upfront payment upon approval of a Development Agreement (\$4,300,000)

- Pre Construction Mill and Overlay of CR#1 \$900,000
- Pre-construction mill and overlay of 222nd \$200,000
- Turning lanes on CR#1 And 222nd \$600,000
- Road improvement impact countywide in other districts \$2,000,000
- Transportation and Wastewater study \$600,000

One-time funding during construction paid at project letting (\$13,500,000)

- Improve to hard surface KS Ave. from 222nd to 214th \$3,200,000
- Improve to hard surface 214th Street from KS Ave. to Hemphill \$6,300,000
- Improve Hemphill Road from 214th to CR#1 \$3,200,000
- Intermittent repair of CR#1 throughout construction \$800,000

One-time post construction paid at project letting (\$4,600,000)

- CR#1 mill and overlay from 24/40 to I-70 \$1,000,000
- Rebuild 222nd street from KS Ave. to CR#1 \$3,600,000

Development Agreement Requirements

- An agreement that if the appraised value of the facility drops below \$400 per square foot on buildings, or the taxes collected drop below an assessed valuation of \$100 per square foot, an impact fee equivalent to the shortage will be paid into the impact fund and dispersed for county services to offset the reduction. If the property is annexed into the city an annual offset for the Local Service Road Fund will be paid into the Impact Fund and dispersed equally per Commission District for road improvements.

County Proposed Community Benefit Fund

- A community Benefit Fund will be established to provide impactful annual investment for services like social services, mental health, energy savings projects, county museums, 4-H, County Fair, Soil Conservation, Extension Services, Council on Aging, Economic Development and other programs as identified by the Board of County Commissioners. The annual contribution will be \$2 per square foot of approved building permits but will be no less than \$2,000,000 per year. The initial funding to start upon approval of a Development Agreement.