

We encourage everyone to view the meeting live via YouTube.

***Leavenworth County
Board of County Commissioners***

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
June 25, 2025
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 25 minutes at the beginning of each meeting and limited to five minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) Public comment policy
- 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 18, 2025
 - b) Approval of the schedule for the week of June 30, 2025
 - c) Approval of the check register
 - d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to find that the proposed final plat as outlined in Case DEV-25-023 & 024 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.
- b) Consider a motion to approve a contract with Clearwater Enterprises for natural gas services.
- c) Consider a motion to approve an agreement with ModRN Health, Inc. for healthcare and coordination services for County employees for two years.
- d) Consider a motion to adopt the proposed data retention policy as presented.
- e) Consider a motion to authorize the chairperson to sign the sales agreement for the replacement of current electronic health record system with Patagonia Software.

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

a) Historical Societies/Museum funding requests

- Basehor Historical Museum
- Tonganoxie Historical Society
- Leavenworth Historical Society
- First City Museum
- Fred Harvey Museum
- CW Parker Carousal Museum
- Richard Allen Cultural Center

b) Executive session if needed

IX. ADJOURNMENT

**WORK SESSION WITH DR. MCBRATNEY,
MEDICAL DIRECTOR**

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 23, 2025

Tuesday, June 24, 2025

- 1:30 p.m. Community Corrections Advisory Board Meeting
• Community Corrections Office

Wednesday, June 25, 2025

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

Thursday, June 26, 2025

- 3:00 p.m. Juvenile Corrections Advisory Board Meeting
• Justice Center Training Room
- 6:00 p.m. Joint meeting with the city of Lansing
• 800 First Terrace, Lansing, KS

Friday, June 27, 2025

- 1:00 p.m. Leavenworth County Veteran Treatment Court Graduation Ceremony
• Leavenworth Justice Center, 601 S. 3rd St., Courtroom #2

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

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
Public Comment Policy	BOCC	2-1-2025	

STATEMENT:

The Leavenworth Board of County Commissioners (BOCC) recognizes the importance of an engaged public. In order to encourage and allow meaningful interaction the Commission understands the need to have specific policies in place.

Therefore, the BOCC wishes to implement the following policy. Any current policy or practice in place that would be in conflict with this policy is repealed.

POLICY:

Public Comment shall be limited to 25 minutes at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments at the start of the meeting shall be limited to items on the agenda and limited to five 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.

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 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.

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 AM the Monday immediately preceding the meeting. The comment will be included and distributed with the normal meeting packet.



Chairmen, Board of County Commissioners

1-29-2025

Date of Adoption

*****June 18, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, June 18, 2025. Commissioner Smith, Commissioner Culbertson; Commissioner Reid, Commissioner Stieben and Commissioner Dove are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Bill Noll, Infrastructure and Construction Services;

Commissioner Smith requested to reevaluate the public comment policy.

Commissioner Smith read a proclamation recognizing Juneteenth.

PUBLIC COMMENT:

Terri Wojtalewicz commented.

ADMINISTRATIVE BUSINESS:

Commissioner Reid would like the Board to have an opportunity to speak for or against proclamations in the future.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, June 18, 2025 as presented.

Motion passed, 5-0.

Bill Noll requested to accept the bid from Ebert Construction for the 235th Street project.

A motion was made by Commissioner Stieben and seconded by Commissioner Dove to accept the bid from Ebert Construction and issue the notice of award for the 235th St. project between Hollingsworth and Dempsey Road in the amount of \$4,301,411.96 with a 7.5% contingency.

Motion passed 5-0.

Mr. Noll requested approval of a contract with Dondlinger Construction for the replacement of bridge K-19.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to approve the contract with Dondlinger Construction for the replacement of bridge K-19 on Fairmount Road in the amount of \$1,233,749.70 with a 5% contingency.

Motion passed, 5-0.

Misty Brown presented an agreement with Kansas Department for Children and Families to receive reimbursement for court appointed attorney expenses.

A motion was made by Commissioner Reid and seconded by Commissioner Smith to enter into an interagency agreement with the Kansas Department for Children and Families to allow the County to receive partial reimbursement for court appointed attorney expenses related to Title IV-E foster care.

Motion passed, 5-0.

Larry Bigelow commented.

Budget work sessions were held for outside agency funding requests to include the Fair Board, Sparrow Clinic, Riverside Resources, Extension Office and the Alliance Against Family Violence.

Commissioner Culbertson, Commissioner Smith and Mark Loughry met with representatives from Ft. Leavenworth to discuss EMS services.

Commissioner Reid addressed comments from Terri Wojtalewicz's public comment.

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

The Board adjourned at 10:48 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 30, 2025

Tuesday, July 1, 2025

Wednesday, July 2, 2025

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

Thursday, July 3, 2025

Friday, July 4, 2025 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF INDEPENDENCE DAY

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: 06/16/2025 END DATE: 06/18/2025

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
555		06/17/2025	6055	FLEETHOSTER			
			132993	5-001-5-05-271	MAY FLEETHOSTER	100.00	
			132993	5-001-5-06-222	MAY FLEETHOSTER	19.95	
			132993	5-001-5-11-271	MAY FLEETHOSTER	19.95	
			132993	5-001-5-31-230	MAY FLEETHOSTER	59.85	
			132993	5-001-5-41-271	MAY FLEETHOSTER	100.00	
			132993	5-001-5-53-220	MAY FLEETHOSTER	99.75	
			132993	5-108-5-00-213	MAY FLEETHOSTER	39.90	
			132993	5-127-5-00-2	MAY FLEETHOSTER	20.00	
			132993	5-133-5-00-229	MAY FLEETHOSTER	1,018.65	
			132993	5-136-5-00-221	MAY FLEETHOSTER	40.00	
			132993	5-137-5-00-229	MAY FLEETHOSTER	300.00	
			132993	5-145-5-00-230	MAY FLEETHOSTER	678.70	
			132993	5-160-5-00-215	MAY FLEETHOSTER	119.80	
				WARRANT TOTAL			2,616.55
556		06/17/2025	516725	ENTERPRISE FM TRUST			
			132992	5-001-5-05-271	MAY ENTERPRISE	4,376.51	
			132992	5-001-5-06-222	MAY ENTERPRISE	39.40	
			132992	5-001-5-11-271	MAY ENTERPRISE	386.74	
			132992	5-001-5-31-230	MAY ENTERPRISE	2,778.58	
			132992	5-001-5-41-271	MAY ENTERPRISE	1,022.99	
			132992	5-001-5-53-220	MAY ENTERPRISE	2,177.86	
			132992	5-127-5-00-2	MAY ENTERPRISE	14.77	
			132992	5-133-5-00-229	MAY ENTERPRISE	12,853.46	
			132992	5-136-5-00-221	MAY ENTERPRISE	39.77	
			132992	5-145-5-00-230	MAY ENTERPRISE	17,907.59	
			132992	5-160-5-00-215	MAY ENTERPRISE	1,149.88	
				WARRANT TOTAL			42,747.55
557		06/18/2025	829	THOMSON REUTERS - WEST			
			133064	5-001-5-11-210	WEST INFORMATION CHARGES	1,059.97	
				WARRANT TOTAL			1,059.97
114282	AP	06/16/2025	559	CLAY E COBURN III			
			132988	5-145-5-00-213	VEHICLE FLEET WASHES	64.50	
				WARRANT TOTAL			64.50
114283	AP	06/16/2025	99	JOES BAILEY			
			133011	5-001-5-19-205	FEE AND MILEAGE	32.00	
				WARRANT TOTAL			32.00
114284	AP	06/16/2025	99	MARJORIE ANN BARLOW			
			133012	5-001-5-19-205	FEE AND MILEAGE	47.40	
				WARRANT TOTAL			47.40
114285	AP	06/16/2025	99	WALTER ROBERT BRADLEY			
			133013	5-001-5-19-205	FEE AND MILEAGE	51.60	
				WARRANT TOTAL			51.60
114286	AP	06/16/2025	99	EMILY KAY BROWN			
			133014	5-001-5-19-205	FEE AND MILEAGE	75.20	
				WARRANT TOTAL			75.20
114287	AP	06/16/2025	99	KEVIN SCOTT BROWN			
			133015	5-001-5-19-205	FEE AND MILEAGE	25.00	
				WARRANT TOTAL			25.00
114288	AP	06/16/2025	99	LEATRICE HOLMES BURNS			

START DATE: 06/16/2025 END DATE: 06/18/2025

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
			133016	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114289	AP	06/16/2025	99	TRAVIS DUANE COLE			
			133017	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114290	AP	06/16/2025	99	SUSAN CATHERINE CONSTANTINO			
			133018	5-001-5-19-205	FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
114291	AP	06/16/2025	99	RICHARD DEMATEO			
			133019	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114292	AP	06/16/2025	99	ROBERT JOSEPH DRUMM			
			133020	5-001-5-19-205	FEE AND MILEAGE	51.60	
					WARRANT TOTAL		51.60
114293	AP	06/16/2025	99	JUDITH A ENGLEBRICK			
			133021	5-001-5-19-205	FEE AND MILEAGE	50.20	
					WARRANT TOTAL		50.20
114294	AP	06/16/2025	99	BRIAN SCOTT EVRARD			
			133022	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114295	AP	06/16/2025	99	CATHLEEN ANN FEUERBORN			
			133023	5-001-5-19-205	FEE AND MILEAGE	50.20	
					WARRANT TOTAL		50.20
114296	AP	06/16/2025	99	BRIAN CHRISTOPHER GOLUBSKI			
			133024	5-001-5-19-205	FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
114297	AP	06/16/2025	99	HANNA MARIE HALTERMAN			
			133025	5-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
114298	AP	06/16/2025	99	CATHERINE ANDREA HANSEN			
			133026	5-001-5-19-205	FEE AND MILEAGE	44.60	
					WARRANT TOTAL		44.60
114299	AP	06/16/2025	99	KATHERINE HALLORAN HARRELL			
			133027	5-001-5-19-205	FEE AND MILEAGE	57.20	
					WARRANT TOTAL		57.20
114300	AP	06/16/2025	99	BRADLEY DALE HARRISON			
			133028	5-001-5-19-205	FEE AND MILEAGE	36.20	
					WARRANT TOTAL		36.20
114301	AP	06/16/2025	99	KAITLYN MARIE JONES			
			133029	5-001-5-19-205	FEE AND MILEAGE	53.00	
					WARRANT TOTAL		53.00
114302	AP	06/16/2025	99	ALYSSA RENAE KEATING			
			133030	5-001-5-19-205	FEE AND MILEAGE	53.00	
					WARRANT TOTAL		53.00
114303	AP	06/16/2025	99	LAJEAN PAULETTE KEENE			
			133031	5-001-5-19-205	FEE AND MILEAGE	80.80	
					WARRANT TOTAL		80.80
114304	AP	06/16/2025	99	JESSICA NICHOLE KHANTHABOURY			
			133032	5-001-5-19-205	FEE AND MILEAGE	83.60	
					WARRANT TOTAL		83.60

START DATE: 06/16/2025 END DATE: 06/18/2025

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
114305	AP	06/16/2025	99 133033	MARK WALTER LEWIS 5-001-5-19-205	FEE AND MILEAGE	55.80	
					WARRANT TOTAL		55.80
114306	AP	06/16/2025	99 133034	SHONDELL M LISTER 5-001-5-19-205	FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
114307	AP	06/16/2025	99 133035	CHRISTOPHER GENE LOWDON 5-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
114308	AP	06/16/2025	99 133036	MARCELLA LUCILLE MADDUX 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114309	AP	06/16/2025	99 133038	JOSEPH ANTHONY MARTIN 5-001-5-19-205	FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
114310	AP	06/16/2025	99 133041	JON KEVIN MILES 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114311	AP	06/16/2025	99 133040	ALFREDO MEDINA JR 5-001-5-19-205	FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60
114312	AP	06/16/2025	99 133039	SAMUAL JAMES MCINNIS 5-001-5-19-205	FEE AND MILEAGE	80.80	
					WARRANT TOTAL		80.80
114313	AP	06/16/2025	99 133042	CLINTON MONTGOMERY MOORE 5-001-5-19-205	FEE AND MILEAGE	72.40	
					WARRANT TOTAL		72.40
114314	AP	06/16/2025	99 133044	MICHAEL ANDREW PERRINE 5-001-5-19-205	FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60
114315	AP	06/16/2025	99 133043	BREANNA NICOLE MUNDO 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114316	AP	06/16/2025	99 133046	CHRISTOPHER NIXON PRIGGE II 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114317	AP	06/16/2025	99 133048	MARY BELINDA ROGERS 5-001-5-19-205	FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
114318	AP	06/16/2025	99 133049	JEFFREY DALTON ROUSSELO 5-001-5-19-205	FEE AND MILEAGE	60.00	
					WARRANT TOTAL		60.00
114319	AP	06/16/2025	99 133050	MAUREEN CAMILLE RUMMEL 5-001-5-19-205	FEE AND MILEAGE	71.20	
					WARRANT TOTAL		71.20
114320	AP	06/16/2025	99 133051	STEVEN PATRICK SALAZAR 5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114321	AP	06/16/2025	99 133052	RILEY MCAUL SEUSER 5-001-5-19-205	FEE AND MILEAGE	75.20	

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START DATE: 06/16/2025 END DATE: 06/18/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		75.20
114322	AP	06/16/2025	99	JO ANN SHUGART			
			133053	5-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
114323	AP	06/16/2025	99	BRENT LEE SMITH			
			133054	5-001-5-19-205	FEE AND MILEAGE	57.20	
					WARRANT TOTAL		57.20
114324	AP	06/16/2025	99	SUE ELLEN STEGER			
			133055	5-001-5-19-205	FEE AND MILEAGE	40.40	
					WARRANT TOTAL		40.40
114325	AP	06/16/2025	99	ANGELICA TANG			
			133056	5-001-5-19-205	FEE AND MILEAGE	67.00	
					WARRANT TOTAL		67.00
114326	AP	06/16/2025	99	PAMELA TERESE VAUGHT			
			133057	5-001-5-19-205	FEE AND MILEAGE	44.60	
					WARRANT TOTAL		44.60
114327	AP	06/16/2025	99	RANDALL WILLIAM WAGER			
			133058	5-001-5-19-205	FEE AND MILEAGE	72.40	
					WARRANT TOTAL		72.40
114328	AP	06/16/2025	99	JESSICA LUN WATERS			
			133059	5-001-5-19-205	FEE AND MILEAGE	58.40	
					WARRANT TOTAL		58.40
114329	AP	06/16/2025	99	MARY DYMPHNA WHIPPLE			
			133060	5-001-5-19-205	FEE AND MILEAGE	34.80	
					WARRANT TOTAL		34.80
114330	AP	06/16/2025	99	MICHAEL CHARLES WORTHY			
			133061	5-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114331	AP	06/16/2025	1991	MID-AMERICA REGIONAL COUNCIL			
			132987	5-174-5-00-210	MAY 2025 911 EXPENSE	33,263.55	
					WARRANT TOTAL		33,263.55
114332	AP	06/16/2025	2059	MIDWEST OFFICE TECHNOLOGY INC			
			132982	5-001-5-07-208	SHERIFF DETECTIVE COPIES	52.97	
					WARRANT TOTAL		52.97
114333	AP	06/16/2025	2962	MOTOROLA SOLUTIONS CREDIT CO			
			132986	5-001-5-07-353	KEYLOADING CABLE CGAI ADAPTOR	180.32	
					WARRANT TOTAL		180.32
114334	AP	06/16/2025	26523	GARY SERVAES ENTERPRISES			
			132989	5-133-5-00-361	1" CRUSHER RUN	20,548.80	
					WARRANT TOTAL		20,548.80
114335	AP	06/16/2025	6575	STERICYCLE, INC			
			132985	5-001-5-07-359	MEDICAL WASTE REMOVAL	212.48	
					WARRANT TOTAL		212.48
114336	AP	06/16/2025	5610	UNION MILL SUPPLY,LLC			
			132984	5-001-5-07-359	PRO DRY 5 GAL	830.00	
					WARRANT TOTAL		830.00
114337	AP	06/16/2025	684	VERITIV CORPORATION			
			132983	5-001-5-07-359	JAIL SUPPLIES	224.19	
					WARRANT TOTAL		224.19
114338	AP	06/16/2025	100	JESSICA OAKS			

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START DATE: 06/16/2025 END DATE: 06/18/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			133005	5-001-5-14-221	FEE AND MILEAGE	90.80	
					WARRANT TOTAL		90.80
114339	AP	06/16/2025	100	JASON D SLAUGHTER			
			133006	5-001-5-14-221	FEE AND MILEAGE	36.06	
					WARRANT TOTAL		36.06
114340	AP	06/16/2025	100	BRAELYNN LAY JURGENSEN			
			133007	5-001-5-14-221	FEE AND MILEAGE	60.70	
					WARRANT TOTAL		60.70
114341	AP	06/16/2025	100	MARK E THEIS			
			133008	5-001-5-14-221	FEE AND MILEAGE	36.06	
					WARRANT TOTAL		36.06
114342	AP	06/16/2025	100	SCOTT KESSLER			
			133009	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114343	AP	06/16/2025	100	ANNE-MARIE SHORT			
			133010	5-001-5-14-221	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
114344	AP	06/17/2025	8686	EVERGY KANSAS CENTRAL INC			
			133001	5-001-5-07-223	EVERGY	1,264.35	
					WARRANT TOTAL		1,264.35
114345	AP	06/17/2025	1011	FEDEX			
			132999	5-001-5-19-302	TRANSPORTATION CHARGES FED EX	34.55	
					WARRANT TOTAL		34.55
114346	AP	06/17/2025	243	GEOTAB USA INC			
			132991	5-001-5-05-271	MAY GEOTAB	264.18	
			132991	5-001-5-06-222	MAY GEOTAB	16.33	
			132991	5-001-5-11-271	MAY GEOTAB	16.33	
			132991	5-001-5-31-230	MAY GEOTAB	48.99	
			132991	5-001-5-41-271	MAY GEOTAB	81.65	
			132991	5-001-5-53-220	MAY GEOTAB	81.65	
			132991	5-108-5-00-213	MAY GEOTAB	37.74	
			132991	5-127-5-00-2	MAY GEOTAB	16.33	
			132991	5-133-5-00-229	MAY GEOTAB	1,152.39	
			132991	5-136-5-00-221	MAY GEOTAB	32.66	
			132991	5-137-5-00-229	MAY GEOTAB	269.50	
			132991	5-145-5-00-230	MAY GEOTAB	522.56	
			132991	5-160-5-00-215	MAY GEOTAB	97.98	
					WARRANT TOTAL		2,638.29
114347	AP	06/17/2025	1190	KANSAS ASSN OF COUNTIES			
			132996	5-001-5-01-212	JOB POSTING	123.60	
					WARRANT TOTAL		123.60
114348	AP	06/17/2025	2518	KANSAS INK & THREAD LLC			
			132995	5-001-5-01-301	SHIRTS FOR COMMISSIONERS	573.47	
					WARRANT TOTAL		573.47
114349	AP	06/17/2025	9271	CITY OF LANSING			
			133002	5-160-5-00-210	SW SERVICE	34.80	
					WARRANT TOTAL		34.80
114350	AP	06/17/2025	22502	NORTHEAST KS COUNTY APPRAISERS			
			132994	5-001-5-41-203	DUES AND MEMBERSHIP	20.00	
					WARRANT TOTAL		20.00

FMWARREGR2		LEAVENWORTH COUNTY				6/18/25	8:57:18
JSCHERMBEC		WARRANT REGISTER					Page 6
START DATE: 06/16/2025 END DATE: 06/18/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
114351	AP	06/17/2025	3	LEAGUE OF KANSAS MUNICIPALITIE			
			133004	5-001-5-01-212	JOB POSTING AP	100.00	
					WARRANT TOTAL		100.00
114352	AP	06/17/2025	17209	REDDI SERVICES			
			133003	5-160-5-00-263	SEPTIC TANK	375.00	
					WARRANT TOTAL		375.00
114353	AP	06/17/2025	2317	SOUTHWEST SOLUTIONS OF KANSAS			
			132998	5-001-5-19-204	ANNUAL SERVICE AGREEMENT	1,959.14	
					WARRANT TOTAL		1,959.14
114354	AP	06/17/2025	332	VARNEY & ASSOCIATES CPAS,LLC			
			133000	5-001-5-14-228	AUDIT AND BUDGET	35,400.00	
					WARRANT TOTAL		35,400.00
114355	AP	06/18/2025	7158	A-1 RENTAL			
			133093	5-133-5-00-214	TONGIE QUARRY, KREIDER RD AND	250.00	
			133093	5-133-5-00-214	TONGIE QUARRY, KREIDER RD AND	125.00	
					WARRANT TOTAL		375.00
114356	AP	06/18/2025	4120	AAA LAUNDRY & LINEN SUPPLY CO			
			133094	5-001-5-53-215	UNIFORM RENTALS	101.33	
			133094	5-001-5-53-215	UNIFORM RENTALS	101.33	
			133092	5-133-5-00-215	UNIFORMS RENTALS	334.96	
			133092	5-133-5-00-215	UNIFORMS RENTALS	357.72	
			133092	5-133-5-00-312	UNIFORMS RENTALS	237.30	
			133092	5-133-5-00-312	UNIFORMS RENTALS	238.08	
			133068	5-137-5-00-203	UNIFORM RENTALS	116.66	
			133068	5-137-5-00-203	UNIFORM RENTALS	116.66	
					WARRANT TOTAL		1,604.04
114357	AP	06/18/2025	249	ATCHISON HOSPITAL			
			133099	5-001-5-28-212	SCREENINGS 22258	90.00	
			133099	5-001-5-28-212	SCREENINGS 22258	95.00	
			133099	5-001-5-28-212	SCREENINGS 22258	28.00	
					WARRANT TOTAL		213.00
114358	AP	06/18/2025	11911	BRYAN-OHLMEIER CONSTRUCTION CO			
			133072	5-220-5-12-400	BRIDGE ST-26	132,523.81	
					WARRANT TOTAL		132,523.81
114359	AP	06/18/2025	5637	CLEARWATER ENTERPRISES,LLC			
			133095	5-001-5-14-220	APRIL SERVICE	1,161.69	
			133096	5-001-5-14-220	MAY SVC	938.91	
			133095	5-001-5-32-392	APRIL SERVICE	2,216.67	
			133096	5-001-5-32-392	MAY SVC	1,655.52	
			133076	5-133-5-00-304	ROAD AND BRIDGE	262.85	
			133076	5-133-5-00-304	ROAD AND BRIDGE	77.12	
			133071	5-195-5-00-290	MAY SVC 216 WALNUT	3.37	
			133070	5-195-5-00-290	GAS SERVICE 216 WALNUT	21.89	
					WARRANT TOTAL		6,338.02
114360	AP	06/18/2025	446	EQUIPMENT SHARE INC			
			133090	5-133-5-00-360	WASHERS AND SOLENOID	2,598.00-	
			133090	5-133-5-00-360	WASHERS AND SOLENOID	1,953.67	
			133090	5-133-5-00-360	WASHERS AND SOLENOID	2,188.48	
			133090	5-133-5-00-360	WASHERS AND SOLENOID	248.54-	
			133090	5-133-5-00-360	WASHERS AND SOLENOID	63.48-	

FMWARREGR2	LEAVENWORTH COUNTY					6/18/25	8:57:18
JSCHERMBEC	WARRANT REGISTER						Page 7
START DATE: 06/16/2025 END DATE: 06/18/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES							
CHECK RANGE SELECTED: * No Check Range Selected							
WARRANT	CHK	WARRANT	VEND #/	VENDOR NAME/			
NUMBER	TYPE	DATE	PCH DOC #	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		1,232.13
114361	AP	06/18/2025	8686	EVERGY KANSAS CENTRAL INC			
			133075	5-212-5-00-2	SERVICE SD#2	288.64	
			133075	5-212-5-00-2	SERVICE SD#2	64.48	
			133075	5-212-5-00-2	SERVICE SD#2	34.89	
			133075	5-212-5-00-2	SERVICE SD#2	92.84	
			133074	5-218-5-00-2	BONER SPRINGS MAY AND APRIL	143.36	
					WARRANT TOTAL		624.21
114362	AP	06/18/2025	738	ALVIN LECOUNT			
			133062	5-001-5-18-220	PROFESSIONAL SERVICES	850.00	
					WARRANT TOTAL		850.00
114363	AP	06/18/2025	2588	FOLEY EQUIPMENT			
			133089	5-133-5-00-360	SENSORS	213.27	
					WARRANT TOTAL		213.27
114364	AP	06/18/2025	28526	THE GUIDANCE CENTER (TRAINING			
			133065	5-125-5-00-2	MAY 2025 PRATHER	8,423.62	
			133066	5-135-5-00-200	22 HOURS HERRICK SERVICE	3,300.00	
			133067	5-135-5-00-201	MAY 2025 ROBINSON JAIL POSITIO	7,566.07	
					WARRANT TOTAL		19,289.69
114365	AP	06/18/2025	434	HAMM QUARRIES			
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	8,895.86	
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	9,004.44	
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	14,915.88	
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	8,221.39	
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	3,890.11	
			133088	5-133-5-00-303	ROAD AND BRIDGE ROAD SEAL	14,418.49	
					WARRANT TOTAL		59,346.17
114366	AP	06/18/2025	369	HOLLIDAY SAND & GRAVEL CO			
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	1,445.15	
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	6,445.31	
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	5,342.92	
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	3,739.76	
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	1,079.34	
			133087	5-133-5-00-303	ROAD AND BRIDGE AB3	966.72	
					WARRANT TOTAL		19,019.20
114367	AP	06/18/2025	1190	KANSAS ASSN OF COUNTIES			
			133084	5-133-5-00-208	PROJECT MANAGER POSITION	120.00	
					WARRANT TOTAL		120.00
114368	AP	06/18/2025	8569	KANEQUIP, INC			
			133083	5-133-5-00-360	SENSORS REMAN-DEF SENSOR	1,732.96	
					WARRANT TOTAL		1,732.96
114369	AP	06/18/2025	8408	KANSAS STATE HISTORICAL SOCIET			
			133082	5-133-5-00-327	25 REPORTS SURVEY REFERENCE RE	100.00	
					WARRANT TOTAL		100.00
114370	AP	06/18/2025	3197	LEAGUE OF KS MUNICIPALITIES			
			133086	5-133-5-00-208	JOB POSTING PROJECT MANAGER	100.00	
					WARRANT TOTAL		100.00
114371	AP	06/18/2025	1351	LEAVENWORTH ASPHALT MATERIALS			
			133081	5-133-5-00-362	BM2 STILLWELL DUST ABATEMENT	921.35	
			133081	5-133-5-00-362	BM2 STILLWELL DUST ABATEMENT	1,775.18	

START DATE: 06/16/2025 END DATE: 06/18/2025

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
			133081	5-133-5-00-362	BM2 STILLWELL DUST ABATEMENT	37,523.09	
					WARRANT TOTAL		40,219.62
114372	AP	06/18/2025	845	MEGAKC CORPORATION			
			133073	5-220-5-14-301	HP29 HP30 AND SH-63	5,180.05	
					WARRANT TOTAL		5,180.05
114373	AP	06/18/2025	232	MHC KENWORTH-OLATHE			
			133080	5-133-5-00-360	PREASSURE SENSOR, AIR FILTER ,	352.98	
			133080	5-133-5-00-360	PREASSURE SENSOR, AIR FILTER ,	220.37	
			133080	5-133-5-00-360	PREASSURE SENSOR, AIR FILTER ,	81.38	
					WARRANT TOTAL		654.73
114374	AP	06/18/2025	2666	ZACH EVANS			
			133091	5-133-5-00-364	SAFETY BOOT REIMBURSEMENTS	165.00	
					WARRANT TOTAL		165.00
114375	AP	06/18/2025	1123	POMP'S TIRE SERVICE INC			
			133079	5-133-5-00-309	TIRES	309.60	
			133079	5-133-5-00-309	TIRES	1,170.00	
			133079	5-133-5-00-309	TIRES	3,131.76	
					WARRANT TOTAL		4,611.36
114376	AP	06/18/2025	7098	QUILL CORP			
			133063	5-001-5-01-301	SUPPLIES	83.75	
			133098	5-001-5-28-301	HR OFFICE SUPPLIES	106.95	
			133098	5-001-5-28-301	HR OFFICE SUPPLIES	9.99	
					WARRANT TOTAL		200.69
114377	AP	06/18/2025	376	ATHENS ENERGY SERVICES HOLDING			
			133097	5-001-5-33-392	711 MARSHALL ST	108.81	
					WARRANT TOTAL		108.81
114378	AP	06/18/2025	10703	TIRE TOWN			
			133069	5-160-5-00-207	SCRAP TIRES	500.00	
					WARRANT TOTAL		500.00
114379	AP	06/18/2025	668	TIREHUB INC			
			133078	5-133-5-00-309	TIRES	876.84	
			133078	5-133-5-00-309	TIRES	412.88	
					WARRANT TOTAL		1,289.72
114380	AP	06/18/2025	22972	TRANSFER STATION			
			133077	5-133-5-00-214	SHOP TRASH	165.00	
					WARRANT TOTAL		165.00
					GRAND TOTAL		443,676.38

START DATE: 06/16/2025 END DATE: 06/18/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

001	GENERAL	63,849.52
108	COUNTY HEALTH	77.64
125	CPJJ	8,423.62
127	COMM CORR ADULT NON GRANT	51.10
133	ROAD & BRIDGE	166,425.49
135	COMM CORR OPIOID	10,866.07
136	COMM CORR JUVENILE	112.43
137	LOCAL SERVICE ROAD & BRIDGE	802.82
145	COUNCIL ON AGING	19,173.35
160	SOLID WASTE MANAGEMENT	2,277.46
174	911	33,263.55
195	JUVENILE DETENTION	25.26
212	SEWER DISTRICT 2: TIMBERLAKES	480.85
218	SEWER DIST #5	143.36
220	CAP IMPR: RD & BRIDGE	137,703.86
	TOTAL ALL FUNDS	443,676.38

**Leavenworth County
Request for Board Action
Case No. DEV-25-023 / 024
Preliminary & Final Plat Tuttle Acres
*Regular Agenda***

Date: June 25, 2025
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☒ **Legal Review** ☒

Action Request:

Chairman, I find that the proposed Final Plat as outlined in case DEV-25-023 & 024 is compliant with the County Zoning & Subdivision Regulations and move that the proposed Final Plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

Analysis: The applicant is proposing to divide a 17.5-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 will be approximately 16.24 acres in size. Lot 2 will be approximately 1.5 acres in size. Lot 1 needs an exception to allow a non-conforming structure and an exception for Lot-depth to Lot-width. If exceptions are approved, Lot 1 meets the requirements for the RR-2.5 zoning district. Lot 2 meets the requirements for the R-1(43) zoning district. During the Preliminary Plat phase, exceptions were granted for:

1. Exception to Article 50, Section 40.3.h. Nonconforming Structure
2. Exception to Article 50, Section 40.3.i. Lot-depth to Lot-width ratio

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations. As well as the approved exceptions.

Recommendation: The Planning Commission voted 8-0 (1 absent) to recommend approval of Case No.DEV-25-023 & 024, Final Plat for Tuttle Acres subject to conditions.

Alternatives:

1. Approve Case No. DEV-25-023 & 024, Final Plat for Tuttle Acres, with Findings of Fact, and with or without conditions; or

2. Deny Case No. DEV-25-023 & 024, Final Plat for Tuttle Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-25-023 & 024, Final Plat for Tuttle Acres, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-25-023 & 024 Tuttle Acres

June 11, 2025

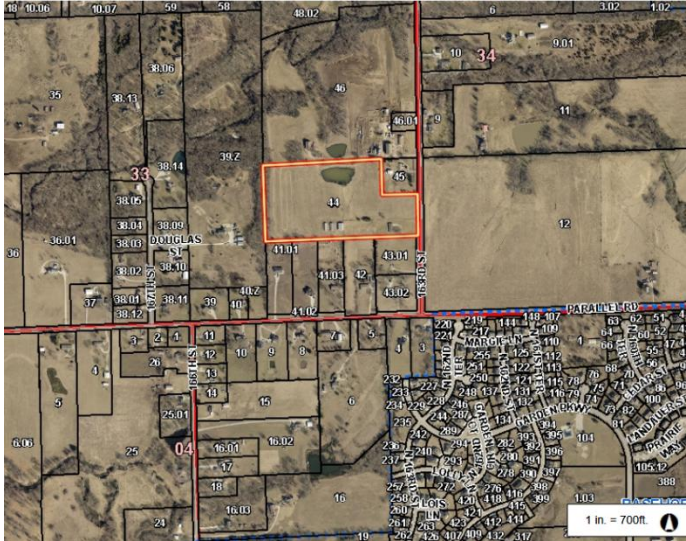
REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 19701 163rd Street



APPLICANT/APPLICANT AGENT:

Krystal Voth
Atlas Land Consulting
14500 Parallel Road Suite R
Basehor, KS 66007

PROPERTY OWNER:

Steve & Diana Tuttle
19701 163rd Street
Basehor, KS 66007

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-2.5 & R-1(43)

FUTURE LAND USE DESIGNATION:

Residential 3 units an acre

LEGAL DESCRIPTION:

A Minor Subdivision in the Southeast Quarter of Section 33, Township 10 South, Range 22, East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-25-023 & 024, Preliminary & Final Plat for Tuttle Acres, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-023 & 024, Preliminary & Final Plat for Tuttle Acres to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 17.5 ACRES

PARCEL ID NO:

158-33-0-00-00-044

BUILDINGS:

N/A

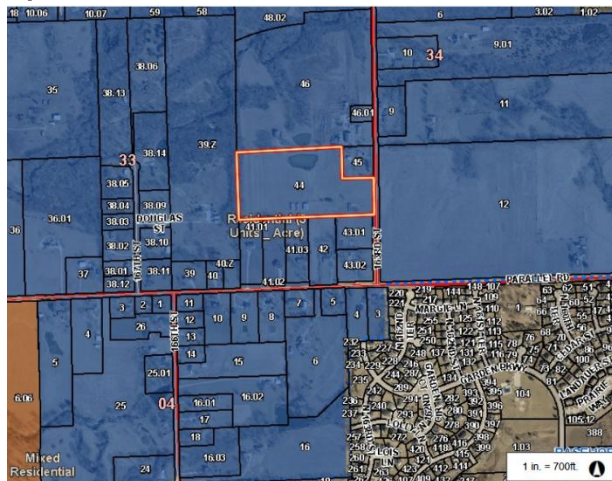
PROJECT SUMMARY:

Request for preliminary & final plat approval to subdivide property located at 19701 163rd Street (158-33-0-00-00-044) as Lots 01 through 02 of Tuttle Acres.

ACCESS/STREET:

163rd Street - Collector, Paved ± 26'

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: Fairmount

WATER: Suburban

ELECTRIC: Evergy

NOTICE & REVIEW:

STAFF REVIEW:

6/2/2025

NEWSPAPER NOTIFICATION:

N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**

N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Exception requested from Article 50, Section 40.3.h. & 40.3.i.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide a 17.5-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 will be approximately 16.24 acres in size. Lot 2 will be approximately 1.5 acres in size. Lot 1 needs an exception to allow a non-conforming structure and an exception for Lot-depth to Lot-width. If exceptions are approved, Lot 1 meets the requirements for the RR-2.5 zoning district. Lot 2 meets the requirements for the R-1(43) zoning district.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.h. – Non-conforming Structure. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.h. – Non-conforming Structure conformance with the Zoning & Subdivision Regulations for the Tuttle Acres subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the Tuttle Acres subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary, infrastructure is available.
5. An exception from Article 50, Section 40.3.h. has been approved for Lot 1.
6. An exception from Article 50, Section 40.3.i. has been approved for Lot 1.
7. The developer must comply with the following memorandums:
Memo – Chuck Magaha, dated April 28, 2025

PROPOSED MOTIONS:

Approve case DEV-25-023/024, a request to plat the property located at 19701 163rd St. into a 2-lot subdivision in conformance with the Zoning and Subdivision Regulations with a majority vote; or

Motion: Chairman, I find that the subdivision request complies with the Zoning and Subdivision Regulations and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-023/024 based on the recommendation of Planning Staff and the findings as set forth in the Staff Report.

Deny case DEV-25-023/024, a request to plat the property located at 19701 163rd St. into a 2-lot subdivision not in conformance with the Zoning and Subdivision Regulations with a majority vote; or

Motion: Chairman, I find that the subdivision request does not comply with the Zoning and Subdivision Regulations (list Article and Section #) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-023/024.

Table the case to a date and time certain for additional information.

Motion: Chairman, I move to table Case No. DEV-25-023/024 to (Date and Time) requesting additional information for (STATE THE REASON(S)).

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums

FINAL PLAT APPLICATION

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

Office Use Only

Township: _____ Planning Commission Meeting Date: _____
Case No. _____ Date Received/Paid: _____
Zoning District _____ Comprehensive Plan Land Use Designation: _____

APPLICANT/AGENT INFORMATION

OWNER INFORMATION

NAME: Atlas Land Consulting Krystal Voth/Austin Thompson NAME: Steve & Diana Tuttle
MAILING ADDRESS: 14500 Parallel Road, Suite R MAILING ADDRESS 19701 163rd Street
CITY/ST/ZIP: Basehor, KS 66007 CITY/ST/ZIP Basehor, KS 66007
PHONE: 417-622-2907 PHONE: 816-225-8820
EMAIL: krystal@alconsult-llc.com EMAIL tutfarms@sunflower.com

GENERAL INFORMATION

Proposed Subdivision Name: Tuttle Acres
Address of Property: 19701 163rd Street, Basehor, KS 66007
PID: 158-33-0-00-00-044.00-0 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION

Gross Acreage: 17.74	Number of Lots: 2	Minimum Lot Size: 1.5
Maximum Lot Size: 16.24	Proposed Zoning: RR-2.5 & R-1(43)	Density: .11
Open Space Acreage:	Water District: Suburban	Proposed Sewage: On-site wastewater
Fire District: Fairmount	Electric Provider: Everygy	Natural Gas Provider:
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: Local – Collector – Arterial – State – Federal	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Is any part of the site designated as Floodplain? ☐ Yes ☒ No if yes, what is the panel number:

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Krystal A. Voth Authorized Agent Date: 2/19/2025

ATTACHMENT A

ENTERED IN TRANSFER RECORD IN
MY OFFICE THIS DAY 01/31/2025

Gian Kyplur

COUNTY CLERK

DOC #: 2025R00583
TERRILOIS MASHBURN
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
01/31/2025 08:00:30 AM
RECORDING FEE: 38.00
PAGES: 2

CONTINENTAL TITLE
24400717

EXECUTOR'S DEED
(Joint Tenancy)

This indenture made this Le day of September, 2024, by and between Michael W. McDowell, Executor of the Estate of Betty J. McDowell, deceased, by virtue of Letters Testamentary issued on March 22, 2024 by the District Court of Leavenworth County, Kansas in case number LV-2024-PR-000009, captioned In the Matter of the Estate of Betty J. McDowell, deceased (hereinafter, "Grantor"), and Steve Tuttle and Diana Tuttle, husband and wife, (hereinafter "Grantees").

Grantor, by virtue of the specific authority and direction set forth in the Last Will and Testament of Betty J. McDowell, that was admitted to probate and record by the District Court of Leavenworth County, Kansas on March 22, 2024 in the above-referenced case and by virtue of an "Order Authorizing Sale of Real Estate at Private Sale and Approving Appraiser" issued out of such Court on August 9, 2024 and an "Order Confirming Sale of Real Estate at Private Sale and Approving Appraiser" issued out of such Court on August 23, 2024, having sold the estate's interest in the real estate hereinafter described in conformity with the provisions of such Will and such Order, in consideration of the gross sale price of \$667,000.00, which is not less than three-fourths of the appraised value of the real estate hereinafter described, the receipt of which is acknowledged, does by these presents, grant, bargain, sell and convey unto Grantees as joint tenants with the rights of survivorship and not as tenants in common, their heirs and assigns, all right, title and interest of Betty J. McDowell, deceased, discharged from liability for decedent's debts, in and to the following described real estate situated in Leavenworth County, Kansas, commonly known as 19701 163rd Street, Basehor, Kansas and legally described as:

The North Half (N ½) of the South Half (S ½) of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section Thirty-Three (S 33), Township Ten (T 10), Range Twenty-Two (R 22), in Leavenworth County, Kansas, subject to that part in street or road

LESS

A tract of land in the North one-half of the South one-half of the East one-half of the Southeast quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., described as follows: Beginning at a point 1,320 feet North of the Southeast corner of said Section 33, thence Westerly 330 feet,

thence Southerly 300 feet, thence Easterly
330 feet, thence Northerly 300 feet along the
East line of said Section 33 to the point of
beginning, in Leavenworth County, Kansas,
less road right of way

subject, however, to easements, covenants, reservations, declarations, restrictions, zoning laws,
party wall agreements, special assessments and other matters of record.

TO HAVE AND TO HOLD the above granted premises, together with the appurtenances
and hereditaments and every part thereof, unto Steve Tuttle and Diana Tuttle, their heirs and
assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth
above.

Estate of Betty J. McDowell, deceased

By: Michael W. McDowell
Michael W. McDowell
Executor

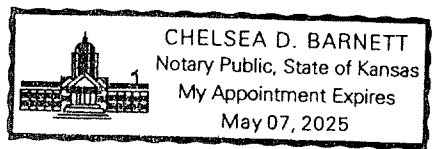
STATE OF KANSAS)
) ss:
COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this 14 day of September, 2024, before
me, the undersigned, a notary public in and for the County and State aforesaid, personally
appeared Michael W. McDowell, Executor of the Estate of Betty J. McDowell, deceased, who is
known to me to be the person who executed the above and foregoing instrument and
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial
seal on the day and year last above written.

Chelsea D. Barnett
Notary Public
Chelsea D. Barnett

My commission expires: 5/7/2025



OWNER AUTHORIZATION

I/WE Stephen W. Tuttle, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 14 day of February, 2025, 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 Austin Thompson with Atlas Land Consulting (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, Golden Rd. Linwood, KS 66054 (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.

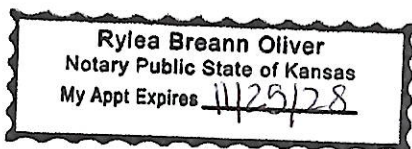
Stephen W. Tuttle
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 14th day of February 2025
by Rylea Oliver

My Commission Expires:



11/25/28
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Diana Tuttle, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 14 day of March, 2025 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 Exhibit A attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize Atlas Consulting (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, _____ (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.

Diana Tuttle
Owner

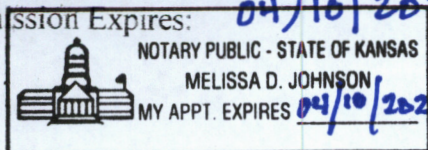
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 14th day of March, 2025,

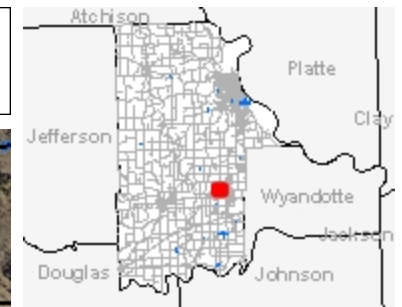
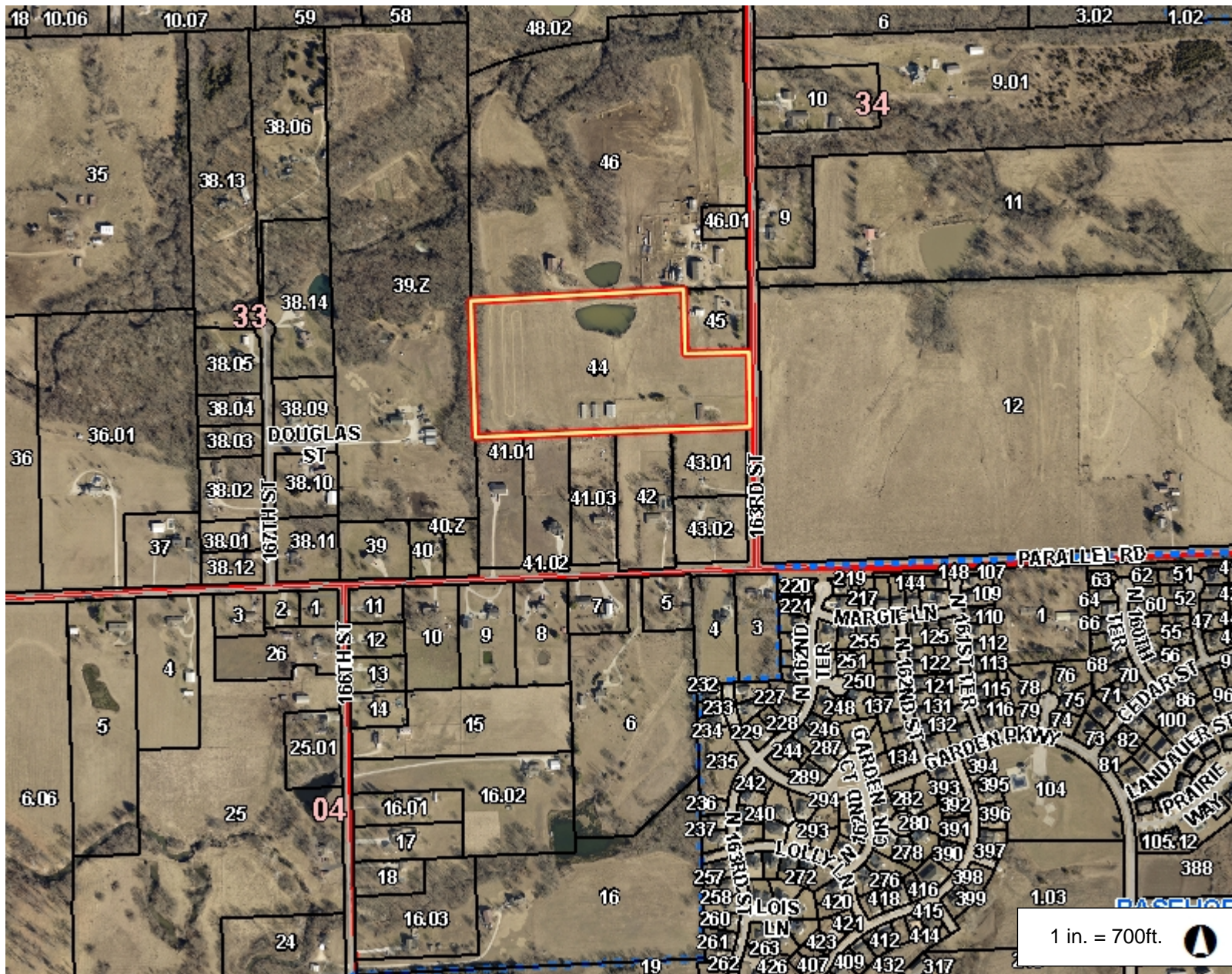
by Diana Tuttle

My Commission Expires: 04/10/2028
















Melissa D. Johnson
Notary Public Melissa D. Johnson

Leavenworth County, KS



Legend

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

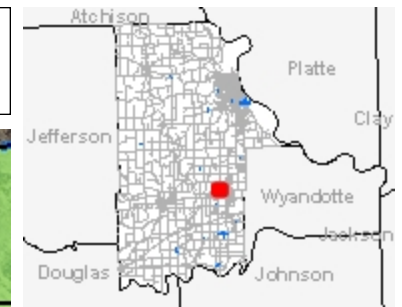
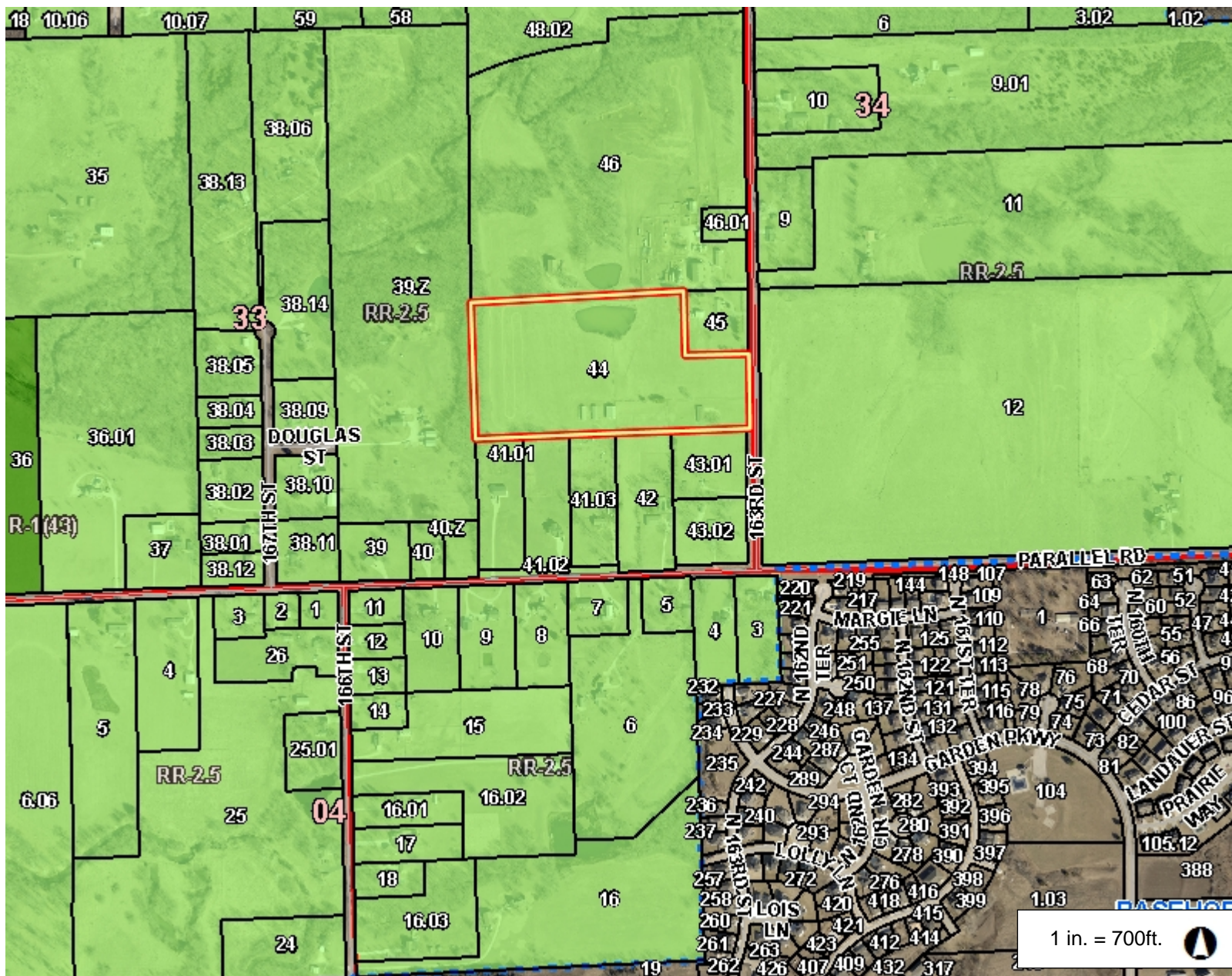
Notes

1,400.4	0	700.22	1,400.4 Feet
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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

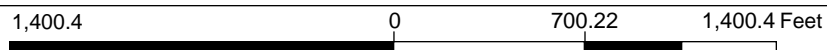
Leavenworth County, KS



Legend

- Parcel Number
- 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

Notes



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Krystal Voth
Atlas Land Consulting
14500 Parallel Road
Basehor, KS 66007

417-622-2907
Krystal@alconsult-llc.com

02/20/2025

Mr. John Jacobson
Leavenworth County Planning & Zoning Director
300 Walnut, Leavenworth, KS 66048

Mr. Jacobson

Thank you for the opportunity to submit a Preliminary and Final Plat for a two-lot subdivision to be known as "Tuttle Acres." On behalf of Mr. Tuttle, Atlas Land Consulting intends to submit a request for a rezoning of a portion of the property located at 19701 163rd Street. This request will be for the southeasternmost 1.5 acres. Our request is to allow the home to be divided from the existing 17.74 acres, leaving the remaining acreage in a single tract. Due to the size of the parcel being less than 40 acres, we are not able to request a simple tract split. As such, the remaining property must also be platted. In doing so, the remaining 16.24 acres will not meet the county requirement for width-to-depth ratio. Per Article 56 of the Zoning and Subdivision Regulations, an exception can be granted provided the following criteria are met:

1. That there are special circumstances or conditions affecting the property. This property has very limited road frontage, less than 360 feet, but a depth of 1,320 feet. The significant disparity in frontage and depth complicates the owner's ability to meet the width-to-depth ratio requirement.
2. That the exception is necessary for the reasonable and acceptable development of the property in question. If

not granted, the property is not able to be divided in the manner presented.

3. That the granting of the exception will not be detrimental to the public welfare or injurious to adjacent property. Granting the exception is not likely to be detrimental to the public welfare or injurious to adjacent property owners. Granting the exception allows the property owner to divide their property into two lots.

Thank you for the opportunity to submit this application and the request to recommend approval of the lot width-to-depth ratio requirement.

Sincerely,

Krystal Voth

Land Use Planner
Atlas Land Consulting

Krystal Voth, MURP
Atlas Land Consulting
14500 Parallel Road
Basehor, KS 66007

417-622-2907
Krystal@alconsult-llc.com

04/15/2025

Mr. John Jacobson
Leavenworth County Planning & Zoning Director
300 Walnut, Leavenworth, KS 66048

Mr. Jacobson

Thank you for the opportunity to submit a Preliminary and Final Plat for a two-lot subdivision to be known as "Tuttle Acres." On behalf of Mr. Tuttle, Atlas Land Consulting is requesting an exception to Article 4.6.7 (Buildings larger than 600 square feet upon a vacant parcel). The Leavenworth County Zoning Regulations permit the Planning Commission to grant exceptions to the regulations provided the following items are met:

1. That there are special circumstances or conditions affecting the property. The property is currently approximately 20 acres in size and has an existing home on the parcel. The owners desire to split the southeastern-most 1.5 acres, which contains the existing home, from the remainder of the property. This request is being made for estate-planning purposes. The buildings are located more than 240' to the west of the proposed boundary line for Lot 2. Incorporating them into the proposed Lot 2 is not feasible. Further, the buildings are used for agricultural purposes and are necessary for the continuance of agricultural activities on the property. Additionally, Mr. and Mrs. Tuttle also own the property to the north of the subject parcel. The adjoining property is more than 35 acres in size. When combined with the subject

parcel (approximately 16 acres in size) the properties exceed 40-acres.

2. That the exception is necessary for the reasonable and acceptable development of the property in question. The existing buildings are necessary for the agricultural use of the property. Not granting the exception would preclude the property owner from dividing the property as presented. The proposed division is in the best interest of the property owner and does not negatively impact the surrounding residents in any way.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to adjacent property. Granting the exception is not likely to be detrimental to the public welfare or injurious to adjacent property owners. Granting the exception allows the property owner to divide their property into two lots and to continue using the buildings for agricultural purposes..

Thank you for the opportunity to submit this application and the request to recommend approval of the exception as presented.

Sincerely,

Krystal Voth, MURP

Land Use Planner
Atlas Land Consulting



KS ENG COA: #0315
KS SUR COA: #490
MO ENG COA: #022014084
MO SUR COA: #022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
913-702-5073
14500 Parallel Road, Unit R, Basehor KS 66007
ANDREA@ALCONSULT.LLC.COM

**5-6-25
PW Combined No
Comments**

14500 Parallel Rd. Unit R
Basehor, KS 66007

DRAINAGE STUDY

For:

Tuttle Farms

19701 163rd St.
Basehor, KS 66007

Prepared for:

Steve & Diana Tuttle
19701 163rd St.
Basehor, KS 66007

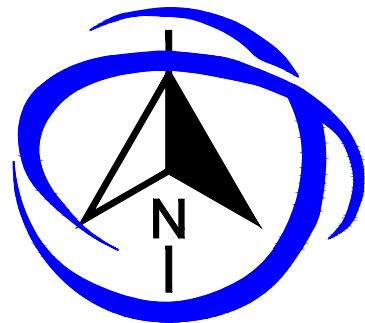


Prepared by:

ATLAS LAND CONSULTING, LLC
14500 Parallel Rd Unit R
Basehor, Ks 66007
913-662-5050

March 3rd, 2025

Revision	Date	By	Description
1	4/16/2025	TAE	Driveway Easement Change
2	4/30/2025	TAE	Access Easement Clarification
3			



TUTTLE ACRES

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH P.M., IN
LEAVENWORTH COUNTY, KANSAS

5-6-25
PW Combined No
Comments

DESCRIPTION PER TITLE COMMITMENT

TITLE COMMITMENT FILE NO: KS-ANTA-LV-202410222 VIA ALLIANCE NATIONWIDE TITLE AGENCY, LLC DATED OCTOBER 28, 2024

THE NORTH HALF (N 1/2) OF THE SOUTH HALF (S 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TEN (10), RANGE TWENTY-TWO (22), LEAVENWORTH COUNTY, KANSAS.

LESS AND EXCEPT: A TRACT OF LAND IN THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,320 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 33, THENCE WESTERLY 330 FEET, THENCE SOUTHERLY 300 FEET, THENCE EASTERLY 330 FEET, THENCE NORTHERLY 300 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

LESS ANY PART THEREOF TAKEN OR USED FOR ROADS

SURVEYORS SUGGESTED DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS, PREPARED BY ROGER B DILL PLS 1408 DATED FEBRUARY 17TH, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33; THENCE NORTH 00°55'55" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 659.51 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°55'55" WEST, A DISTANCE OF 359.84 FEET; THENCE SOUTH 87°52'41" WEST, A DISTANCE OF 330.07 FEET; THENCE PARALLEL TO SAID EAST LINE, NORTH 00°55'55" WEST, A DISTANCE OF 300.06 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87°52'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 992.60 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 01°09'14" EAST, A DISTANCE OF 659.86 FEET; THENCE NORTH 87°52'40" EAST, ALONG THE SOUTH LINE OF THE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1320.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 772,789.64 SQ FEET OR 17.74 ACRES MORE OR LESS INCLUDING ROAD RIGHT OF WAY.



PRELIMINARY PLAT

LEGEND

- SECTION CORNER
BENCHMARK AS NOTED
FOUND PROPERTY CORNER AS NOTED
SET 1/2" X 24" REBAR CAP ALC KS CLS 363
- NO ACCESS
- OHP OVERHEAD POWER LINE
POWER UNDERGROUND POWER LINE
FOTV UNDERGROUND CABLE LINE
FOV UNDERGROUND FIBER OPTIC LINE
W UNDERGROUND WATER LINE
GAS UNDERGROUND GAS LINE
FON UNDERGROUND TELEPHONE LINE
CHAINLINK FENCE
BARBED WIRE FENCE
WOODPLANK FENCE
SILT FENCE
- POWER POLE
TELEPHONE PEDESTAL
TELEPHONE MANHOLE
ELECTRIC MANHOLE
TRANSFORMER
ELECTRIC BOX
LIGHT POLE
POWER POLE/LIGHT POLE
SANITARY MANHOLE
SANITARY CLEAN OUT
FIRE HYDRANT
WATER VALVE
WATER METER
WATER WELL
CABLE BOX
GAS VALVE
GAS METER
SIGN
FLAG POLE
MAIL BOX
GUY ANCHOR
TREE
BUSH
GATE POST

GENERAL NOTES

- THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET.
- FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20103C0239G EFFECTIVE JULY 16, 2015, THIS PLAT IS LOCATED IN ZONES "X".
- KS ONE CALL WAS NOT CALLED ON THIS SURVEY
- THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 105 FEET FROM THE CENTERLINE OF THE ROAD.
- THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE SIDE PROPERTY LINE.
- THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE REAR PROPERTY LINE.
- CURRENT USE - AG / FUTURE USE - AG/RESIDENTIAL
- CURRENT ZONING RR-2.5 PROPOSED ZONING LOT 1 RR-2.5 / LOT 2 R-1(43)
- ALL PROPOSED STRUCTURES WITHIN THIS PLAT SHALL COMPLY WITH THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
- REFERENCED SURVEYS
-FINAL PLAT OF MOSES ESTATES BOOK 15 PG. 20 NKA 2003P00020
-WESTERN HOLLOW SUBDIVISION DOC. #2020P00005
- WARRANTY DEED RECORDED DOC 2012R-07948
- EASEMENT TO KANSAS ELECTRIC POWER COMPANY RECORDED IN BOOK 344 AT PAGE 446. (AS SHOWN ON SURVEY)
- A TITLE REPORT WAS ORDERED FOR THIS SURVEY FILE NO: KS-ANTA-LV-202410222 BY ALLIANCE NATIONWIDE TITLE AGENCY, LLC DATED OCTOBER 28, 2024
- AN EXCEPTION FROM ARTICLE 50, SECTION 40.3.1 (LOT-DEPTH TO LOT-WIDTH) HAS BEEN GRANTED FOR LOT 1.
- CLOSURE PRECISION: 1 PART IN 7925118.800"
- BENCHMARK - KDOT CAP STAMPED HCP LV 311 ELEVATION 940.20'. MONUMENT IS ON WEST SIDE OF FIRST PRIVATE DRIVEWAY WEST OF 166TH ST. (HOUSE #16684) AND 42' NORTH OF NORTH EDGE OF PAVEMENT OF WESTBOUND 24-40

This is to certify on this 12th day of DECEMBER, 2024 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B DILL PLS 1408

JOB NO:24-389

SCALE 1"=100'

SCALE IN FEET

SEC-TWN-RNG

33-10S-22E

PREPARED FOR

PID 1583300000044000

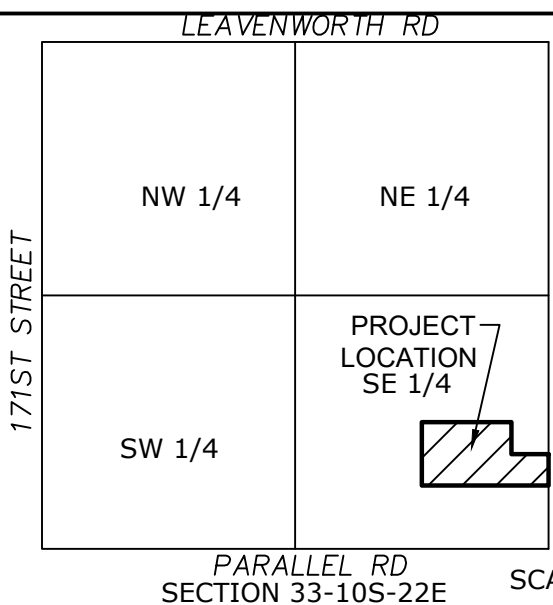
STEVE & DIANA TUTTLE

ADDRESS:
19701 163RD ST
BASEHOR, KS 66007

DATE

FEBRUARY 17, 2024

VICINITY MAP



SCALE 1"=2000'



FOUND 1/2" REBAR
NORTHEAST CORNER OF THE
SOUTHEAST QUARTER OF
SECTION 33-10-22

1. 26.79' E TO PK NL & SHINER IN PP
2. 80.29' NE TO 60D NL & WASHER IN PP
3. 65.37' W TO PK NL IN PP
4. 41.96' NW TO "+" CUT IN E RIM OF MH
5. IN APPARENT CL OF 163RD ST

N87°52'42"E 2655.58'
NORTH LINE SE 1/4 OF SEC. 33-10S-22E

TITLE COMMITMENT FILE NO: KS-ANTA-LV-202410222 VIA ALLIANCE NATIONWIDE TITLE AGENCY, LLC DATED OCTOBER 28, 2024

LESS AND EXCEPT: A TRACT OF LAND IN THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,320 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 33, THENCE WESTERLY 330 FEET, THENCE SOUTHERLY 300 FEET, THENCE EASTERLY 330 FEET, THENCE NORTHERLY 300 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

LESS ANY PART THEREOF TAKEN OR USED FOR ROADS

SURVEYORS SUGGESTED DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS, PREPARED BY ROGER B DILL PLS 1408 DATED FEBRUARY 17TH, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33; THENCE NORTH 00°55'55" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 659.51 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°55'55" WEST, A DISTANCE OF 359.84 FEET; THENCE SOUTH 88°52'41" WEST, A DISTANCE OF 330.07 FEET, THENCE PARALLEL TO SAID EAST LINE, NORTH 00°55'55" WEST, A DISTANCE OF 100 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 88°52'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 992.60 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 01°09'14" EAST, A DISTANCE OF 659.86 FEET; THENCE NORTH 87°52'40" EAST, ALONG THE SOUTH LINE OF THE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1320.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 772,789.64 SQ FEET OR 17.74 ACRES MORE OR LESS INCLUDING ROAD RIGHT OF WAY.

KS ENG COA : #331
KS SUR COA : #36
MO ENG COA : #202201408
MO SUR COA : #202201423

ALC

TLAS LAND CONSULTING
EYING / CIVIL ENGINEERING / DRONE / CAD
atlaslandconsulting.com
00 Parallel Road, Unit R, Basehor KS 66007
PREPARED BY: AUSTIN THOMPSON

























PRELIMINARY PLAT

LEGEND

SECTION CORNER
BENCHMARK AS NOTED
FOUND PROPERTY CORNER AS NOTED
SET 1/2" X 24" REBAR CAP ALC KS CLS 361

 NO ACCESS

— OHP —	OVERHEAD POWER LINE
— POWER —	UNDERGROUND POWER LINE
— CATV —	UNDERGROUND CABLE LINE
— F —	UNDERGROUND FIBER OPTIC LINE
— W —	UNDERGROUND WATER LINE
— GAS —	UNDERGROUND GAS LINE
— FON —	UNDERGROUND TELEPHONE LINE
— — — — —	CHAINLINK FENCE
— x — x — x —	BARBED WIRE FENCE
— □ —	WOODPLANK FENCE
— — — —	SILT FENCE

 POWER POLE
 TELEPHONE PEDESTAL
 TELEPHONE MANHOLE
 ELECTRIC MANHOLE
 TRANSFORMER
 ELECTRIC BOX
 LIGHT POLE
 POWER POLE/LIGHT POLE
 SANITARY MANHOLE
 SANITARY CLEAN OUT
 FIRE HYDRANT
 WATER VALVE
 WATER METER
 WATER WELL
 CABLE BOX
 GAS VALVE
 GAS METER
 SIGN
 FLAG POLE
 MAIL BOX
 GUY ANCHOR
 TREE
 BUSH
 GATE POST

GENERAL NOTES

1. THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLAT 16.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET.
3. FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 2010C30239G AND 2010C30239G EFFECTIVE JULY 16, 2015, THIS PROPERTY IS IN FLOOD ZONES "X" AND "A".
4. KS ONE CALL WAS NOT CALLED ON THIS SURVEY.
5. THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 105 FEET FROM THE STRUCTURE.
6. THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE SIDE OF THE STRUCTURE.
7. THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE STRUCTURE.
8. CURRENT USE - A/G / FUTURE USE - AG-/RESIDENTIAL.
9. CURRENT ZONING RR-2.5 PROPOSED ZONING LOT 1 RR-2.5 / LOT 2 RR-1(43).
10. THE PROPERTY SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
11. REFERENCED SURVEYS:
 - FINAL PLAT OF MOSES ESTATES BOOK 15, PG. 20 KA 2003000320
 - WESTERN HOLLOW SUBDIVISION DOC. #2020P00005
12. DEED RECORDED DOC. #2020P00005
13. EASEMENT TO KANSAS ELECTRIC POWER COMPANY RECORDED IN BOOK 344 at PAGE 446. (AS SHOWN ON SURVEY)
14. THIS PLAT WAS ORDERED FOR THIS SURVEY FILE NO. KS-ANTA-VL 2021010222 BY ALLIANCE NATIONWIDE TITLE AGENCE, LLC DATED OCTOBER 28, 2024
15. AN EXCEPTION FROM ARTICLE 50, SECTION 40.3.1 (LOT-DEPTH) HAS BEEN GRANTED TO LOT 1.
16. CLOSURE PRECISE: 1 PART IN 7925118.000.
17. MONUMENT IS A 12" DIAMETER CEMENT PIER WITH ELEVATION 9460.20. MONUMENT IS ON WEST SIDE OF FIRST PRIVATE DRIVEWAY WEST OF 166TH ST. (ELEVATION 9460.20) AND 42' NORTH OF EDGE OF PAVEMENT OF WESTBOUND 2440
18. THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS OR INTERESTS UNDER SECTION 40.3.1. NON CONFORMING STRUCTURE (ACCESSORY STRUCTURE WITHOUT A PRINCIPLE STRUCTURE) HAS BEEN GRANTED FOR LOT 1.

This is to certify on this 12th day of DECEMBER, 2024 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B DILL PLS 1408

JOB NO:24-389

SCALE 1"=100'

100 50 0 100

SCALE IN FEET

PREPARED FOR

PID 1583300000044000


SEC-TWN-RNG	STEVE & DIANA TUTTLE
33-10S-22E	ADDRESS: 19701 163RD ST BASEHOR, KS 66007

DATE _____

FEBRUARY 17, 2024

VICINITY MAP

LEAVENWORTH RD

NW 1/4	NE 1/4
SW 1/4	PROJECT LOCATION SE 1/4 

SCALE 1"=2000

5/13/2025 8:06 AM ANDRE

CAD FILE : S:\Atlas Land Consulting\2024\24-389 Tuttle Farms 19701 163rd Basehor Land Division\Tuttle Acres.dwg

MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Tuttle Acres Subdivision
Date: April 28, 2025

Amy, I have reviewed the preliminary plat of the Tuttle Acres Subdivision presented by Steve and Diana Tuttle. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed, a fire hydrant already exist on the South East of the property line on the Tuttle Parcel.

I have no further recommendation for this subdivision.

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

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Friday, March 28, 2025 9:08 AM
To: Schweitzer, Joshua
Subject: RE: DEV-25-022 Tuttle Rezone

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

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

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Wednesday, March 26, 2025 9:02 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedeker, Andrew <adedeker@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'travis@suburbanwaterinc.com' <travis@suburbanwaterinc.com>; 'trish@suburbanwaterinc.com' <trish@suburbanwaterinc.com>; 'designgroupleavenworth@evergy.com' <designgroupleavenworth@evergy.com>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-25-022 Tuttle Rezone

Good Morning

The Department of Planning and Zoning has received an application for a rezone regarding the property at 19701 163rd St (Only Lot 2 of the proposed Preliminary Plat) from RR-2.5 to R-1(43).

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 April 9, 2025.

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

v / r

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



March 11th, 2025

Leavenworth County Planning and Zoning Department
Leavenworth County Courthouse
300 Walnut Suite 212
Leavenworth, Kansas 66048

RE: Tuttle Acres

Suburban Water, Inc. (SWC) has received the proposed plat for Tuttle Farms, Leavenworth County, KS. Suburban has completed an initial review of the proposed development. SWC has existing infrastructure located in proximity. SWC will provide water service to the proposed development. System improvements necessary to provide service to the proposed development will be provided by SWC to the developer upon approval of the preliminary and final plat approval by LVCO.

Sincerely,

Travis J Miles

President



Krystal Voth <krystal@alconsult-llc.com>

Two-Lot Subdivision

5 messages

Krystal Voth <krystal@alconsult-llc.com>
To: ingenfelserm@fairmountfd.org

Tue, Mar 18, 2025 at 1:58 PM

[Preview attachment Tuttle Acres-Preliminary Plat.pdf](#)



[Tuttle Acres-Preliminary Plat.pdf](#)

777 KB

Good afternoon, Chief

I am working on behalf of Atlas on behalf of Steve Tuttle. Mr. Tuttle is seeking approval from LVCO for the attached two-lot plat. We are required to provide this proposal to the Fire District for review. As you can see, there are no internal streets proposed; this is simply creating a lot where an existing home is currently located. I would greatly appreciate your input on this matter at your earliest convenience. We have submitted this item to the County, but they will not proceed until we have approval from the FD. If you have any questions, please let me know! Thanks so much!

Best,

Krystal Voth
417-622-2907



Tuttle Acres-Preliminary Plat.pdf

777K

Krystal Voth <krystal@alconsult-llc.com>

To: "lingenfelserm@fairmountfd.org" <lingenfelserm@fairmountfd.org>

Tue, Mar 18, 2025 at 2:14 PM

[Quoted text hidden]



Tuttle Acres-Preliminary Plat.pdf

777K

Krystal Voth <krystal@alconsult-llc.com>

To: "lingenfelserm@fairmountfd.org" <lingenfelserm@fairmountfd.org>

Wed, Apr 2, 2025 at 12:07 PM

Hi Mike!

I hope this email finds you well. I just wanted to check in on the status of this project. If you need additional information, please let me know.

Thanks!

Krystal

[Quoted text hidden]

Mike Lingenfelser <lingenfelserm@fairmountfd.org>

To: Krystal Voth <krystal@alconsult-llc.com>

Wed, Apr 2, 2025 at 12:11 PM

Krystal

Fairmount Township Fire Department has no issues with this.

Mike Lingenfelser, Fire Chief

Fairmount Township Fire Department

From: [Krystal Voth](#)
To: [Schweitzer, Joshua](#)
Subject: Fwd: 19701 163rd Street (Basehor) Two-Lot Plat Comment Request
Sent: 5/13/2025 1:56:25 PM

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.

Joshua,

Sorry for the delay. Here is the electric letter.

Krystal

----- Forwarded message -----

From: **Boone Heston** <Boone.Heston@evergy.com>
Date: Fri, Feb 21, 2025 at 11:27 AM
Subject: Re: 19701 163rd Street (Basehor) Two-Lot Plat Comment Request
To: Krystal Voth <krystal@alconsult-llc.com>

Internal Use Only

Evergy will be the electric service provider for this plat.

Thank you,

Boone Heston

SR TD Designer
Leavenworth, KS

Evergy

Boone.Heston@evergy.com

O 785-508-2590

From: Krystal Voth <krystal@alconsult-llc.com>
Sent: Friday, February 21, 2025 11:22 AM
To: Boone Heston <Boone.Heston@evergy.com>
Subject: Fwd: 19701 163rd Street (Basehor) Two-Lot Plat Comment Request

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Hi, Boone!

Here is the original email and plat.

Schweitzer, Joshua

From: Alex Van Dyke <avandyke@cityofbasehor.org>
Sent: Wednesday, April 9, 2025 1:11 PM
To: Schweitzer, Joshua
Subject: Re: Tuttle Rezone

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.

I understand now. I got them mixed up in the quick read through, thank you for the clarification!

Yes, we have no objection to the rezoning request or the 2-lot plat of the Tuttle Acres that is being proposed.

Thanks again,
Alex Van Dyke
City Planner
City of Basehor
1600 N. 158th Street
Basehor, KS 66007
913-724-1370
avandyke@cityofbasehor.org



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From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Wednesday, April 9, 2025 1:07 PM
To: Alex Van Dyke <avandyke@cityofbasehor.org>
Subject: RE: Tuttle Rezone

Alex,

They have concurrent applications in. After the disposition of the rezone, the plat will be placed on the agenda. We are just reviewing both items at the same time. Are your comments the same for the plat as well?

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning

Leavenworth County Request for Board Action

Date: 6/20/25

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: _____

Additional Reviews as needed:

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

Action Requested: Approve service contract with Clearwater for natural gas service

Recommendation: Approve

Analysis: Currently Clearwater has managed our natural gas supply at 4 buildings and total cost savings in the past 12 months of \$29,593.43. We are looking to adjust Cushing from current supplier to clearwater. This addition should increase our cost savings on natural gas as well.

Alternatives: Reject the service provider contract. And supply gas directly from KGS and Southern Star depending on building locations but would have a negative cost affect

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:

Additional Attachments: Clearwater contract



5637 N. Classen Blvd. ▪ Oklahoma City, OK 73118
(405) 842-9200 ▪ (405) 842-9213 Fax

Via Fax: 913-680-1489

June 18, 2025

Board of County Commissioners for Leavenworth County, KS

Re: Notice of Amendment to Gas Sales Agreement dated July 1, 2021. (Contract #20642)

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. In addition to your contract automatically extending per the existing Exhibit A-2, we would also like to offer you an Amendment to update the existing Schedule on the Transaction Confirmation. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing Schedule 4 past June 30, 2025.

Enclosed is the above referenced Amendment updating Schedule 4 to Schedule 5. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you.

We will operate under the provisions of the attached Amendment as of July 1, 2025.

As evidence of the Parties' agreement to the terms and conditions set forth, this Amendment will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's notification referenced in the Amendment shown below.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (816) 524-3923.

Sincerely,

Laurie Walker

Laurie Walker
Gas Sales Manager
lwalker@cwegas.com

AMENDMENT

This Amendment is made and entered into as of June 18, 2025 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Board of County Commissioners for Leavenworth County, KS** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2021 (the "Agreement"), Contract # 20642; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Schedule 4 is hereby deleted in its entirety and the attached Schedule 5 is substituted therefore. All references in the Agreement to Schedule 4 shall be amended to reference Schedule 5.

This Amendment is effective June 18, 2025. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's Notice date referenced above as the effective date.

SCHEDULE 5 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

Facility(ies)														
Meter #	Transmission Pipe	Account Name				Account #			Address					
Estimated Monthly Usage (MMBtus)														
1201929650	Kansas Gas Service	Service #1				510614745 1628631			601 S 3rd Street; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		1023	840	775	600	496	390	403	403	450	589	780	930	7679
1201903995	Kansas Gas Service	Service # 2				510614745 1628631			300 Walnut St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		527	392	403	390	341	270	217	248	270	372	390	465	4285
0321A77493	Kansas Gas Service	Service # 4				510614745 1628631			216 Walnut St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		62	28	0	0	0	0	0	0	0	0	30	31	151
0317B24244	Kansas Gas Service	Service #1 - EMS Facility				510614745 2015657			5175 Hughes Rd; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		93	112	62	30	0	0	0	0	0	0	0	62	359
560001	Southern Star	Shop Heating							23690 187th St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		217	224	93	90	0	0	0	0	0	0	60	124	808
Starts Dec 2025 1202105877	Kansas Gas Service (K-Market)	Board of County Commissioners				510614745 1562996			711 Marshall St.; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		465	560	403	240	93	30	0	0	0	0	30	248	2069
Total														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		2387	2156	1736	1350	930	690	620	651	720	961	1290	1860	15351

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.



Transportation Affidavit

Marketing Rep Name: Laurie Walker

Account Number: 510614745 1562996

Meter Number: 1202105877

Leavenworth County, KS

Legal Account/Customer Name

Federal ID/EIN Number

711 Marshall St Leavenworth, KS 66048

Physical Meter Address

, transports natural gas through the facilities of

Kansas Gas Service, a division of ONE Gas, Inc., pursuant to its applicable tariffs. This affidavit is effective: 12-1-2025

Effective Date Start of Transport

whereby authorizing: Clearwater Enterprises, L.L.C.

to:

Third Party Marketer Name

- Forward to Kansas Gas Service our monthly nomination and any nomination revisions
- Receive information concerning our accounts
- Receive duplicate monthly billing statements upon request
- Coordinate the aggregation of my natural gas usage with other Kansas Gas Service customers also served by the same marketer for purposes of balancing

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service.

In accordance with the Winter Event Securitization Cost Recovery Rider, a settlement fee must be paid when switching from General Service to Transportation Service.¹ If the settlement fee is not paid by the due date of the final General Service bill, Kansas Gas Service will disconnect your service following the process outlined in our General Terms and Conditions. Service will remain disconnected until the full amount of the final bill (which includes the settlement fee) is paid, along with applicable reconnection fees.

Electronic Flow Measurement (EFM) is required for all new and existing Transport accounts, except for customers served under GITt and GTSR using less than 3,000 Mcf per year. The \$2,400 Installation fee may be paid in full or in installments of \$23.77 per month for 15 years.

A security deposit may be assessed or adjusted when transitioning from General Service to Transportation.

Signature: X

Title:

Printed Name:

Phone:

Signatory - Email Address:

Signatory - Mailing Address:

Billing Address:

Primary Emergency Contact Information

Name:

Title:

Email Address:

Day Phone:

Evening Phone:

Cell:

Secondary Emergency Contact Information

Name:

Title:

Email Address:

Day Phone:

Evening Phone:

Cell:

¹Financing Order, Docket No. 22-KGSQ-466-TAR (August 18, 2022).



Clearwater Enterprises

Customer name
 Board of County Commissioners for
 Leavenworth County, KS
 Service #2 County Court House
 300 Walnut Street
 Leavenworth, KS 66048
 Kansas Gas Service - K-System Market
 Meter: 1209426431

Historical Volumes

Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	3 Year Average	Renewal Even Daily Volumes	Contracted Volumes
January	551	460	513	301	502	516	534	605	507	510	0	541	527	527
February	480	530	437	541	510	425	477	464	421	352	385	386	392	420
March	481	492	428	545	470	428	447	486	442	423	368	411	403	465
April	444	393	407	459	401	413	379	426	381	371		393	390	390
May	329	441	426	320	397	380	400	389	384	292		355	341	403
June	270	304	327	268	279	275	277	270	246	258		258	270	270
July	335	292	294	263	269	273	267	226	231	237		231	217	248
August	301	293	352	317	279	288	256	227	234	246		236	248	248
September	324	303	335	291	212	322	273	269	289	254		271	270	270
October	367	353	413	425	386	408	363	365	364	363		364	372	372
November	509	390	448	479	475	421	443	448	424	287		386	390	450
December	538	472	525	540	491	501	435	466	474	440		460	465	465
	4929	4723	4905	4749	4671	4650	4551	4641	4397	4033	753	4291	4,285	4,528

Removed from 3 yr avg calc

Clearwater Enterprises

Customer name
 Board of County Commissioners for
 Leavenworth County, KS
 Service #1
 601 S 3rd Street
 Leavenworth, KS 66048
 Kansas Gas Service - K-System Market
 Meter: 1209532938

Historical Volumes

Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	3 Year Average	Renewal Even Daily Volumes	Contracted Volumes
January	824	866	1024	1280	955	987	886	1018	962	1085	1027	1025	1023	1023
February	948	794	724	909	906	847	984	921	800	776	934	837	840	840
March	756	634	673	775	774	729	715	805	821	710	748	760	775	775
April	551	478	446	716	498	608	594	670	571	542		594	600	600
May	394	519	644	424	463	509	535	496	507	439		481	496	527
June	352	316	360	340	337	338	379	376	437	366		393	390	390
July	320	308	328	325	309	335	413	429	460	353		414	403	434
August	237	312	360	365	352	349	371	354	454	365		391	403	403
September	307	346	377	347	331	424	345	426	462	422		437	450	420
October	388	492	574	556	606	643	511	603	616	580		600	589	589
November	656	629	779	777	766	702	639	846	735	714		765	780	750
December	818	985	1041	845	890	871	851	983	907	891		927	930	899
	6551	6679	7330	7659	7187	35406	7223	64805	7732	7243	2709	7622	7,679	7,650

Clearwater Enterprises

Customer name
 Board of County Commissioners for
 Leavenworth County, KS
 Service #4
 216 Walnut Street
 Leavenworth, KS 66048
 Kansas Gas Service - K-System Market
 Meter: 0305A86430

Historical Volumes

Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	3 Year Average	Renewal Even Daily Volumes	Contracted Volumes
January	55	47	45	34	57	50	50	61	49	62	0	57	62	62
February	49	34	22	44	53	41	64	44	39	25	41	35	28	28
March	32	16	16	30	36	22	16	23	32	19	14	22	0	31
April	11	5	7	18	11	14	10	8	10	8		9	0	0
May	5	3	5	3	4	5	3	3	2	2		2	0	0
June	3	2	3	3	3	3	3	2	2	2		2	0	0
July	2	2	3	3	3	2	2	1	1	1		1	0	0
August	2	2	3	3	3	2	0	1	1	1		1	0	0
September	2	2	3	2	2	2	0	1	1	1		1	0	0
October	3	3	8	9	14	18	4	7	7	3		6	0	0
November	19	12	20	38	34	25	26	29	22	20		24	30	30
December	37	48	51	44	44	51	21	56	33	38		42	31	31
	220	176	186	231	264	235	199	236	199	182	55	202	151	182

Removed from 3 yr avg calc

Clearwater Enterprises

Customer name
 Board of County Commissioners for
 Leavenworth County, KS
 Service #1 - EMS Facility
 5175 Hughes Road
 Leavenworth, KS 66048
 Kansas Gas Service - K-System Market
 Meter: 403642502

Historical Volumes

Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	3 Year Average	Renewal Even Daily Volumes	Contracted Volumes
January	126	124	120	166	90	142	80	85	102	66	99	89	93	93
February	102	126	62	92	135	102	113	113	86	118	96	100	112	112
March	89	29	24	51	98	76	104	90	62	40	87	63	62	62
April	38	19	8	39	18	35	25	25	53	21		33	30	30
May	11	2	4	7	3	15	19	9	7	4		7	0	0
June	2	2	2	2	4	2	3	2	2	2		2	0	0
July	2	1	2	1	2	1	1	1	2	1		1	0	0
August	2	1	2	1	2	1	1	1	2	1		1	0	0
September	2	2	2	2	2	2	2	2	2	2		2	0	0
October	2	2	2	2	3	2	2	4	1	2		2	0	0
November	6	2	18	7	27	7	13	6	14	3		8	0	0
December	65	39	72	86	64	49	24	83	55	46		61	62	62
	447	349	318	456	448	434	387	421	388	306	282	370	359	359

Clearwater Enterprises

Customer name
 Board of County Commissioners for
 Leavenworth County, KS
 Shop Heating
 23690 187th Street
 Leavenworth, KS 66048
 Southern Star Central Gas Pipeline
 Meter: 560001

Historical Volumes

Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	3 Year Average	Renewal Even Daily Volumes	Contracted Volumes
January	107	146	164	158	100	100	118	111	183	244	241	223	217	217
February	300	146	107	119	203	78	163	142	225	148	271	215	224	196
March	240	52	57	56	199	145	177	163	97	113	69	93	93	93
April	24	39	22	108	41	71	74	71	92	136		100	90	90
May	11	8	12	4	10	25	38	24	49	7		27	0	31
June	4	5	4	2	3	2	6	1	2	1		1	0	0
July	1	1	1	1	1	1	2	2	2	1		2	0	0
August	1	1	1	0	1	2	2	1	1	2		1	0	0
September	1	1	1	2	1	1	1	2	2	1		2	0	0
October	3	4	3	5	5	2	3	1	5	5		4	0	0
November	13	26	36	20	46	27	22	43	75	33		50	60	60
December	106	83	78	155	86	53	108	79	136	114		110	124	93
	811	512	486	630	696	507	714	640	869	805	581	826	808	780

**Leavenworth County
Request for Board Action**

Date: June 25, 2025

To: Board of County Commissioners

Cc: Mark Loughry, County Administrator

From: Monica Swigart, HR Director

Department Head Approval: N/A

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Consider entering into a Healthcare and Coordination Services Agreement with ModRN Health, Inc. for a period two years.

Recommendation: Authorize the Chairman to sign the Agreement on behalf of the County.

Analysis: Attached is an agreement with ModRn Health Inc. for the provision of healthcare and coordination services to County employees and their dependents who utilize the County's health plan. These services include onsite consultations, web-based video consultations, telephone consultations, and messaging with a licensed registered nurse on a nearly full-time basis 24 hours a day seven days a week subject to brief, periodic, and typically scheduled downtime to allow for system maintenance. The cost of these services are as follows:

- | | |
|--------------------------|----------------|
| • Employee Only: | \$41 per month |
| • Employee + Child(ren): | \$51 per month |
| • Employee + Spouse: | \$61 per month |
| • Employee + Family: | \$71 per month |

Services will include:

- Onsite clinician availability four weekdays, from 8:00 AM to 5:00 PM.
- Vascular ultrasound and scanning at the clinic once per month.1 day per month
- The clinic schedule will be mutually agreed upon by the parties.

Blue Cross & Blue Shield has agreed to reimburse the County for the costs of these services during the first year. It is anticipated that increased utilization of the employee health clinic will contribute to a reduction in the County's insurance premiums over time. The agreement is valid for a two-year term and may be terminated by either party with 30 days' prior written notice.

Alternatives: 1) Decline to enter into the agreement or 2) 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:

Additional Attachments:

Healthcare and Coordination Agreement
Clinic Costs Estimates

ONE TIME CLINICAL COSTS

Medical Equipment	Est Cost
Blood pressure cuff regular	\$25.00
Blood pressure cuff xlarge	\$30.00
Scale	\$45.00
Sharps container	\$3.00
Wall mount thermometer	\$550.00
Pulse Oximeter	\$55.00
Exam table	\$700.00
Urine Box for bathroom	\$30.00
Medical Sissors	\$10.00
Fridge thermometer	\$10.00
Equipment transport bag	\$100.00
Digital Otoscope	\$100.00
KardiaMobile EKG	\$205.00
Vascular Ultrasound	\$22,000.00
(optional 12 lead EKG @ \$2,000)	
GE Lunar Achilles Bone Densitometer	\$3,995.00
Sub Total:	\$27,858.00

Fixtures	Est Cost
Refrigerator	\$1,000.00
Small Moveable Desk	\$250.00
Patient Chair	\$150.00
Wall File Holders	\$35.00
TV Monitor for Telemedicine Visit	\$350.00
Wall Mount for TV Monitor	\$75.00
Printer	\$430.00
Poster Wall Frame	\$45.00
Sub Total:	\$2,335.00

Estimated Costs Below Represents an Estimated 6-Month Supply

RECURRING CLINICAL COSTS

Clinic Supplies	Est Cost
Coban	\$51.00
Specimen containers	\$45.00
Gowns	\$70.00
Masks	\$8.00
Germicide Wipes	\$11.00
Hand Sanitizer	\$8.00
Petroleum Jelly	\$3.00
Tongue blades	\$12.00
Cotton Balls	\$17.00
Gauze 4x4	\$9.00
Band-Aids	\$5.00
Thermometer probe covers	\$69.00
Clorox Disinfecting Wipes	\$14.00
Chucks Pad	\$24.00
Ear wax removal drops	\$7.00
Ear wax removal kit (elephant)	\$59.00
Ear Currettes	\$29.00
Gloves	\$71.00
Exam Table Paper	\$32.00
Printer Ink	\$41.00
Sub Total:	\$585.00

Lab Equipment & Supplies	Est Cost
Tourniquets	\$15.00
Alcohol prep pads	\$3.00
Blood collection set	\$100.00
Sharps Container	\$30.00
Medical Waste Disposal	\$200.00
Sub Total:	\$348.00

Testing Supplies (varies by client needs)	Est Cost
Strep A Dipstick	\$48.00
Urine Test Strip	\$49.00
Urine Dropper Controls	\$100.00
Optional COVID / Flu A&B combo test (10 pack)	\$577.00
Optional COVID tests (10 pack)	\$465.00
Pregnancy Tests (urine)	\$25.00
Sub Total:	\$1,264.00

HEALTHCARE AND COORDINATION SERVICES AGREEMENT

THIS HEALTHCARE AND COORDINATION SERVICES AGREEMENT (hereinafter referred to as this “Agreement”), is made and entered into the ____ day of _____, 2025 (the “Effective Date”), by and among **ModRN Health Inc**, a Nevada Corporation (“Provider”), and **Leavenworth County Kansas** (hereinafter “Client”). Provider and Client shall be referred to herein each as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Provider is in the business of providing healthcare and coordination services to members including services to the Client’s employees and their eligible dependents (spouses and children);

WHEREAS, Client desires to engage Provider for the provision of healthcare and coordination services to the employees and their eligible dependents of Client’s company (the “Members”), pursuant to the terms and conditions set forth herein; and

WHEREAS, Provider desires to be so engaged by Client pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. OBLIGATIONS OF SERVICE PROVIDERS. 1.1 Provider’s Obligations.

(a) Consistent with the provisions of this Agreement, Provider shall have the responsibility and commensurate authority to provide healthcare and coordination services for the Members as set forth in Exhibit A, attached hereto and made a part hereof (the “Healthcare and Coordination Services”). Provider’s healthcare personnel have necessary licenses to provide healthcare coordination services. Client shall not interfere with, control, direct, or supervise Provider, or any employee or independent contractor of Provider, in connection with the provision of medical services. Provider, through licensed healthcare personnel employed or otherwise engaged by Provider shall be solely responsible for and have sole and complete authority, supervision, medical management, and control over the provision of clinical and other health care services provided to the Members, and all diagnoses, treatments, procedures, and other professional health care services shall be provided and performed exclusively by or under the supervision of licensed healthcare personnel employed or otherwise engaged by Provider, as Provider deems appropriate and in accordance with all laws.

(b) During the Term of this Agreement, Provider agrees to devote its best efforts and attention to the provision of the Healthcare and Coordination Services hereunder.

(c) During the Term of this Agreement, Provider agrees to abide by and comply with all posted, stated (verbal, written, or posted) Health and Safety Standards (“HSS”) while on and in Clients

facilities providing the Healthcare and Coordination Services. Provider represents and warrants any non-compliance with HSS shall be at its own risk.

1.2 Limitation Against Practice of Medicine. Notwithstanding any provision contained herein, this Agreement is not intended to (i) constitute the use of a medical license or the practice of medicine by anyone other than a licensed physician; (ii) aid Client to practice; or (iii) do any other act or create any other arrangements in violation of any applicable federal or state laws or successor statutes or regulations. Provider shall remain entirely independent of Client as to (i) the diagnosis and treatment of members, (ii) the prescription, order, or administration of any drug or medicine, and (iii) all other medical, professional and ethical affairs of Provider. Provider accepts responsibility to its members for the nature and character of all professional medical services rendered by Provider or its agents, employees or independent contractors. Client shall not own or control the clinical aspects of Provider nor control the distribution of the revenue stream or line of business of Provider. Provider has ultimate control of setting all fees for professional services rendered by Provider and all healthcare personnel employed or otherwise engaged by Provider; provided, however that any fees charged to the Client shall be limited to those set forth in Exhibit B unless otherwise agreed in writing by the Parties. Client shall not own or exclusively control patient records. Client shall not control the transfer of ownership interests in Provider.

2. CLIENT'S OBLIGATIONS.

2.1 Client Members. Client shall make the Healthcare and Coordination Services available to its employees and their eligible dependents and shall use its reasonable best efforts to publicize the availability of such services.

2.2 Exclusivity. Except to the extent medical management and care coordination services are provided in connection with Client's major medical group health plan or performed by Client's internal resources such as the Leavenworth County Health Department or Emergency Medical Services (EMS), during the Term of this Agreement, Client agrees not to engage any other party to perform Healthcare and Coordination Services to be provided by Provider hereunder.

3. PROVIDER'S OBLIGATIONS.

3.1. Provider agrees: (i) upon receipt of written notification by the Client of a Member's inclusion in the Program, to initiate that Member's identity in the Member database using the Client's identification number, and begin processing that Member so that he/she may receive services under the Program; (ii) to provide and grant to the Client a non-exclusive, non-transferable, limited license to use the Provider's branded Program (including all materials developed or provided to the Client by Provider related to the Program, its marketing, implementation and use) during the term of this Agreement; and (iii) to provide and maintain an adequate system, forms and other resources for Members.

3.2. Provider further agrees to: (i) Maintain a database of the Members' information (in an electronic format that is compliant with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), including but not limited to those changes adopted and

incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) known as Health Information Technology for Economic and Clinical Health (HITECH) Act, and update the database periodically with information provided by the Client or its third party administrator as new Members are enrolled; and (ii) Provide initial training for the Client's employees at the time of implementation. Notwithstanding the foregoing, the Client's acknowledges and agrees that: (a) the Client will be responsible for providing training and administering the Program to the Members where appropriate; (b) if the Client requests Provider to attend any non-routine events that may fall outside of the normal contracted services support time periods such as, but not limited to, enrollment meetings, health fairs, etc., Provider may charge additional fees to attend as agreed to by both parties; and (c) if Client requests Provider to prepare any nonstandard reports that require information technology programming, provider will provide Client an estimate for approval prior to commencement of work.

4. PROVIDER FEES.

4.1 As compensation for the Healthcare and Coordination Services provided by Provider to Client under this Agreement during the Term, Client shall pay to Provider a fee in the amount set forth in Exhibit B, attached hereto and made a part hereof (the "Provider Service Fee and Payment Schedule").

4.2 Client's obligation to pay the Provider Services Fee shall commence on the Effective Date. The Provider Services fee shall be paid in accordance with the schedule set forth in Exhibit B, attached hereto and made a part hereof (the "Provider Service Fee and Payment Schedule").

4.3 Client shall review and make payment of all undisputed charges to Provider within thirty (30) calendar days of submission of Provider's monthly invoice in such amounts that are undisputed by either party. Invoices shall be submitted to Client's AP team at _____ . In the event Client disputes any of the charges, Client will notify Provider with fifteen (15) business days of Client's concern or questions regarding the disputed charge.

5. TERM RENEWAL; TERMINATION.

5.1 Term and Renewal. The term of this Agreement shall commence on the Effective Date hereof and shall continue until two (2) years from the effective date.

5.2 Termination by Provider. Provider may terminate this Agreement prior to the expiration of the Term only as follows:

(a) **Bankruptcy.** In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Client, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of creditors by Client (except for the filing of a petition in involuntary bankruptcy which is dismissed within thirty (30) days thereafter), Provider may give notice of the immediate termination of this Agreement.

(b) **Default.** In the event (i) Client shall materially default in the performance of any duty or obligation imposed upon it by this Agreement, and such default is not cured within thirty (30) days after written notice specifically stating the nature of such default has been given to Client by Provider (which default is not attributable to acts or omissions of Provider), or such other time as reasonably necessary to cure so long as Client diligently pursues such cure; or (ii) Client shall wrongfully fail to remit the payments due as provided in Section 3 hereof and such failure to remit shall continue for a period of thirty (30) days after written notice thereof, then Provider may terminate this Agreement.

(c) **Without Cause.** Provider shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior by written notice to Client.

5.3 Termination by Client. Client may terminate this Agreement prior to expiration of the term only as follows:

(a) **Bankruptcy.** In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Provider or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of creditors of Provider (except for the filing of a petition in involuntary bankruptcy which is dismissed within thirty (30) days thereafter), Client may terminate this Agreement immediately by written notice.

(b) **Default.** In the event (i) Provider shall materially default in the performance of any duty or obligation imposed upon it by this Agreement, and such default is not cured within thirty (30) days after written notice specifically stating the nature of such default has been given to Provider, as applicable, by Client (which default is not attributable to acts or omissions of Client), or such other time as reasonably necessary to cure so long as Provider diligently pursues such cure; or (ii) Provider shall wrongfully fail to remit the payments due as provided in Section 3 hereof and such failure to remit shall continue for a period of thirty (30) days after written notice thereof, then Client may terminate this Agreement.

(c) **Without Cause.** Client shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior by written notice to Provider.

5.4 Actions after Termination.

In the event that this Agreement expires or is terminated by any Party, any Provider Services Fee earned and undisputed but not yet paid shall be paid by Client to Provider within thirty (30) calendar days. The various rights and remedies herein granted in this Section shall be cumulative and in addition to any others a Party may be entitled to under law. The exercise of one or more rights or remedies shall not impair the right of a Party to exercise any other right or remedy, at law or in equity. Upon termination of this Agreement, the Parties agree to make commercially reasonable efforts to transition the Healthcare and Coordination Services to a subsequent service provider if desired by Client. Upon termination of this contract, both parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of the other party, its employees, directors, or officers. This clause shall

survive the termination of the Agreement. This agreement shall not prevent either party from: (a) communicating with legal advisors; (b) disclosing information to governmental agencies; or (c) participating in legal proceedings.

6. REPRESENTATIONS WARRANTIES AND CERTAIN COVENANTS.

6.1 Provider. As of the Effective Date and throughout the Term of this Agreement, Provider represents, warrants and covenants as follows:

(a) Provider has been duly formed and is a valid existing entity under the laws of the State of Nevada and is licensed to practice healthcare in Kansas. Provider further warrants it is able to provide Healthcare and Coordination Services to Client's USA based employees during the term of this Agreement.

(b) Provider has taken all action necessary to enter into this Agreement and the officers executing this Agreement have the proper and necessary authority to execute and deliver this Agreement on behalf of Provider.

(c) The execution and delivery by Provider of this Agreement shall not violate or cause Provider to be in default under any agreements, indentures, documents or instruments to which Provider is a party.

(d) Provider is in compliance with and shall continue to be in compliance with and obey all federal, state, and local laws, regulations, and ordinances relating to its business, and the Healthcare and Coordination Services that Provider provides hereunder.

6.2 Client. As of the Effective Date and throughout the Term of this Agreement, Client represents, warrants and covenants as follows:

(a) Client has taken all action necessary to enter into this Agreement and the officers executing this Agreement have the proper and necessary authority to execute and deliver this Agreement on behalf of Client.

(b) The execution and delivery by Client of this Agreement shall not violate or cause Client to be in default under any agreements, indentures, documents or instruments to which Client is a party.

(c) Client is in material compliance with and shall continue to be in material compliance with and obey all federal, state, and local laws, regulations, and ordinances relating to its business, and Client's obligations hereunder.

(d) Client acknowledges that the provision of Healthcare and Coordination Service to Members may constitute a group health plan under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Client hereby represents and warrants that it will be solely responsible for compliance with ERISA and related laws, including without limitation, the Patient Protection

and Affordable Care Act of 2010 and the Consolidated Omnibus Budget Reconciliation Act of 1985.

7. INSURANCE, INDEMNIFICATION, AND RESPONSIBILITY.

7.1 Insurance. Provider hereby covenants and agrees to maintain a comprehensive general liability insurance policy and professional liability insurance with reasonable policy limits covering the Parties and all healthcare personnel as may be allowed under generally acceptable insurance laws and practice. Provider shall submit certificates of insurance to the Client within ten days after execution of this agreement or prior to commencement of work. Certificates of Insurance and copies of all policies shall be filed annually with the Client and shall contain provisions that the coverage afforded under the policies will not be cancelled without providing at least fifteen (15) days prior written notice to the Client. The client shall be listed as an additional insured on the policies.

7.2 Indemnification.

(a) Provider hereby agrees, net of any insurance recovery, to indemnify Client, and each of Client's respective officers, directors, managers, members, employees, owners, shareholders, and agents (except for Provider), against any and all Losses incurred by, imposed upon or asserted against Provider, or its officers, directors, managers, members, employees, owners, shareholders, and agents (except for Provider), resulting from or in connection with (i) any willful misconduct or grossly negligent acts or omissions of Provider, or any of Provider's officers, directors, managers, members, employees, contractors, or agents, other than the willful misconduct or grossly negligent acts of or omissions of Client, for which Client shall not be indemnified, (ii) any misrepresentation or breach of any warranty made by Provider under this Agreement, or (iii) the breach of any covenant, agreement, or obligation of Provider under this Agreement.

7.3 Survival of Indemnifications. Notwithstanding anything in this Agreement to the contrary, the indemnifications referred to in Section 7.2 shall survive the expiration or termination of this Agreement.

7.4 Responsibility. In entering into this Agreement and performing its obligations under this Agreement, no Party is assuming and shall have no obligation to discharge, pay, perform or be liable for any debts, liabilities, choices in actions, claims or obligations of any nature, absolute or contingent, that now exists or hereafter may accrue against or be incurred by any other Party with respect to payment due from third parties.

7.5 Limitation of Liability. To the extent permitted by law and notwithstanding anything else in this Agreement, neither Party shall be liable to the other Party for any special, indirect, incidental, or exemplary, damages, including without limitation lost profits, business interruption, loss of use, or loss of information, regardless of whether a Party was advised of the possibility of any of the foregoing.

8. MEDICAL AND OTHER RECORDS.

8.1 Medical Records. Client shall not own or exclusively control any medical records. All medical and other records and documents prepared by Provider shall be and remain the property of Provider and the applicable patient, in accordance with applicable law, and shall be treated by the Parties as confidential pursuant to applicable federal and state law.

8.2 Business Records. All business records, papers and documents of the Parties are to remain the property of the Party creating such records, papers, and documents.

9. OWNERSHIP of INTELLECTUAL PROPERTY

9.1. The Client acknowledges that all materials relating to the Program that are developed by or on behalf of Provider or provided to the Client by Provider (including, without limitation, the communications materials), and all trade names, service marks, trademarks and logos that are used by Provider and such other trade names, trademarks and logos as hereinafter may be designated by Provider in connection with its business are the unique intellectual property of Provider (the "Intellectual Property"), and the Client agrees that: (i) the Client will not duplicate the Program in any format that would, in whole or in part, infringe upon the intellectual property rights of Provider, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Client and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to the Client by Provider; and (iii) on termination of this Agreement, the Client shall return to Provider or, if returning the Intellectual Property is not commercially feasible, destroy all of the Intellectual Property provided to the Client.

9.2. Provider grants to the Client a limited, non-exclusive, non-transferable license to use the Provider Marks during the term of this Agreement and only pursuant to the terms of this Agreement for communications with Client's employees.

9.3. Provider shall make a written request to Client in order to ascertain approval to have the right to use Client's trade name, trademark, service mark, or symbol in its advertising, such grant, if approved, can be revoked at any time by Client for any reason.

10. NON-DISCLOSURE OBLIGATIONS

10.1. For purposes of this Agreement, the Disclosing Party shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the Receiving Party shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

10.2. For purposes of this Agreement, Confidential Information shall include information: (i) that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public; (ii) that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party; (iii) that has material economic value or potential

material economic value to the Disclosing Party's present or future business, and (iv) that has been marked as "Confidential". Confidential Information shall include trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative knowhow, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes and including all rights to obtain, register, perfect and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, business plans, and any modifications or enhancements of any of the forgoing, and all program, marketing, sales, or other financial or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the Disclosing Party. Confidential Information shall also include, without limitation, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form.

10.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party; (vii) is required to be disclosed by the Receiving Party under the Kansas Open Records Act (KORA) or other applicable law, provided that the Receiving Party shall, to the extent permitted by law, notify the Disclosing Party of such request and give the Disclosing Party an opportunity to identify and mark any portions it believes qualify for an exemption under KORA. The Disclosing Party shall mark or clearly identify any Confidential Information it seeks to protect from public disclosure.

10.4. Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order.

10.5. The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

10.6. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages

may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section 13 the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

10.7. The Receiving Party shall return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party immediately on the written request of the Disclosing Party.

11. MISCELLANEOUS.

11.1 Independent Contractor. It is acknowledged and agreed that Provider is at all times acting and performing hereunder as an independent contractor with respect to Client. Each Party shall be solely responsible for compliance with all applicable state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes regarding their respective employees, agents, and servants.

11.2 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings or agreements, whether oral or written. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

11.3 Amendment/Waiver. This Agreement shall not be amended, nor shall the performance of any provision hereof be waived, except by a document in writing signed by both Parties; provided, however, amendments required by regulatory or accrediting agency shall be effective upon receipt of written notice.

11.4 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Subject to the foregoing sentence, no other person shall have any right under or by virtue of this Agreement.

11.5 Notices. Any notice, request, demand or other communication referred to herein shall be in writing and shall be deemed to have been served properly if hand delivered or sent by reputable overnight express delivery service, or by certified mail, return receipt requested, postage prepaid and addressed to the applicable party at the address set forth below:

If to Provider:

ModRN Health
7400 W 130th St, Suite 100
Overland Park, KS 66213

If to Client:

Leavenworth County
300 Walnut Street
Leavenworth, KS 66048
ATTN: County Administrator

or such other address as shall be furnished in writing by any Party to another Party. All such notices shall be considered received on the day personally delivered if hand delivered, one business day after delivery to the overnight courier if sent by overnight courier, or on the third day after mailing United States Postal Service, certified or registered, return receipt requested.

Legislative, Regulatory or Administrative Change.

(a) If (a) there is (i) any change in any federal, state, or local statute, law, regulation, legislation, rule, policy, or general instruction, or a change in any third party reimbursement system, or (ii) any ruling, judgment, decree, or interpretation by any court, agency, or other governing body having jurisdiction over any Party (in any such case, for purposes of this Section, a "Regulatory Matter"), and (b) such Regulatory Matter materially and adversely affects, or is reasonably likely to affect, the manner in which any Party is to perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall urgently use their best efforts to enter into a new service arrangement or basis for compensation for the Healthcare and Coordination Services furnished pursuant to this Agreement that complies with such Regulatory Matter and approximates as closely as possible the economic position of the Parties prior to such Regulatory Matter.

11.6 Captions and Construction. The captions used herein as headings of the various sections hereof are for convenience only, and the Parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or content of this Agreement.

11.7 Severability. If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by a court of competent jurisdiction to be so, such portion of this Agreement shall be deemed amended to the extent required to render it valid and enforceable, and the remaining portions shall remain in full force and effect.

11.8 Counterparts. This Agreement may be executed in a number of counterparts, and signed by facsimile, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same Agreement.

11.9 Assignment. No Party hereto may assign its interest in nor delegate the performance of its obligations under this Agreement to any other person or entity without obtaining the prior written consent of the other Parties.

11.10 Force Majeure. In the event that the performance of duties required hereunder is substantially interrupted by acts of war, fire, insurrections, riots, earthquakes, hurricanes, epidemics, pandemics, or other acts of nature, strikes, lockouts, or any cause that is not the fault of or is beyond reasonable control of the parties hereto, the parties shall be relieved of obligations only as to those affected services of this Agreement for the duration of such interruption and for a reasonable time thereafter. In the event a party declares Force Majeure, the Parties agree that the fees from the impacted Healthcare and Coordination Services shall not become due and payable.

a The Parties acknowledge that the County is subject to the Kansas Cash Basis Law and the Kansas Prompt Payment Act (K.S.A. 75-6403), and that the County cannot agree to pay attorney's fees, interest, or penalties beyond those permitted under applicable law. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses available to the County under Kansas law.

11.11 Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. The Client is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Client's current budget year or (b) funds made available from any lawfully operated revenue producing source.

If, in the opinion of Client's legal counsel, this Agreement is deemed to violate the Cash Basis Law, the Parties shall confer in good faith to promptly amend the Agreement to ensure compliance. If the Parties cannot reach a mutually acceptable amendment within thirty (30) days of such notice, the Client may terminate the Agreement upon thirty (30) days' written notice to Provider, without penalty or further obligation.

Any automatic renewal of this Agreement shall not create a legal obligation on the part of the Client beyond the current budget year.

11.12 Survival. All covenants and representations contained herein shall survive the termination of this Agreement.

11.13 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of or related to this Agreement shall lie exclusively in the state courts located in Leavenworth County, Kansas, or, if jurisdiction is proper, in the federal courts of the District of Kansas. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in

any court of competent jurisdiction.

11.14 Licenses and Permits. Provider shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Provider shall notify the Client promptly upon learning that any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise rendered ineffective. If such cancellation, suspension, or other ineffectiveness materially impairs Provider's ability to perform its obligations under this Agreement and is not cured within fifteen (15) business days after written notice from the Client, then the Client may terminate this Agreement immediately upon written notice.

11.15 Arbitration, Damages and Warranties. Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the Client has agreed to binding arbitration, or the payment of damages or penalties not permitted under applicable law. Further, the Client does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403). and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Client under Kansas law, except that the implied warranties of merchantability and fitness for a particular purpose shall not apply to the provision of professional healthcare and coordination services under this Agreement.

11.16 Anti-Discrimination Clause: Provider agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Provider is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the Client; (f) if it is determined by a court of competent jurisdiction or administrative agency that the Provider has materially violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the Client upon written notice.

Provider shall be given a reasonable opportunity to cure any alleged noncompliance that does not involve willful or repeated violations.

Provider agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 11.16 (with the exception of those provisions relating to

the ADA) are not applicable to a Provider who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized officers, have executed this Agreement, effective as of the Effective Date.

PROVIDER: ModRN Health, Inc

By: _____

Name: Derek Sherry

Title: COO

CLIENT:

By: _____

Name: _____

Title: _____

EXHIBIT A - SERVICES OF PROVIDER

The following services shall be provided by Provider to the Members on a substantially full-time basis twenty-four hours a day and seven days a week subject to brief, periodic, and typically scheduled downtime to allow for system maintenance.

Provider shall provide to Members onsite consultations, web-based video consultations, telephone consultations, and messaging with a licensed registered nurse. Provider's nurse shall:

- a. Conduct an initial on-boarding consultation to assess the Member's healthcare needs, provide overview of Provider's healthcare and coordination services;
- b. Jointly develop care plan(s) with the Member;
- c. Based upon Member's care plan and corresponding interventions, determine regularly scheduled reviews with member to review tasks and activities outlined in care action plan(s);
- d. Perform a medicine review and reconciliation;
- e. Advise, educate and review with member regarding healthcare appointments and options available;
- f. Escalate to Provider's physicians as necessary;
- g. Advise and follow up with medical providers as needed;
- h. Determine that the Member's condition is not a life-threatening emergency, and advise the Member how to treat the condition and advise follow up with medical providers as needed;
- i. For conditions that are a life-threatening emergency, direct the Member to the nearest emergency facility.

EXHIBIT B - Provider Service Fee and Payment Schedule

Employee Only:	\$41 per month
Employee + Child(ren):	\$51 per month
Employee + Spouse:	\$61 per month
Employee + Family:	\$71 per month

4 weekdays, 8a - 5p, per week onsite clinician.

1 day per month vascular ultrasound scanning will be available at the clinic.

Clinic schedule to be mutually agreed upon.

Invoices will be sent monthly at the beginning of each month.

Clinic Equipment and Supply Cost Estimates – see attached file titled Clinic Costs.pdf for estimated cost of equipment and supplies.



Clinic Costs.pdf

**Leavenworth County
Request for Board Action**

Date: June 18, 2025

To: Board of County Commissioners

Cc: Mark Loughry, County Administrator

From: Jon Khalil, Deputy County Counselor

Department Head Approval: N/A

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Consideration and adoption of the proposed Data Retention Policy.

Recommendation: Adoption of the attached Data Retention policy regarding the journaling of all emails of all users of the Leavenworth County email system, including full-time and part-time employees, elected officials, and other authorized users.

Analysis:

- The County is currently in the process of migrating its email from a server-based storage platform to a cloud-based storage platform.
- This policy establishes that the County will retain/journal all emails of all users of the Leavenworth County email system, including full-time and part-time employees, elected officials, and other authorized users.
- County emails will be retained in full accordance with all applicable laws, regulations and administrative rules.
- The proposed policy is not intended to contradict the Data Access Policy.

Alternatives: 1) Decline to adopt this policy; 2) 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:

Additional Attachments:
Policy

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
Data Retention Policy	BOCC	6/25/2025	

STATEMENT:

The County is currently in the process of migrating its email from a server-based storage platform to a cloud-based storage platform, and the adoption of a data retention policy ensures continuity of operations, enhances the County's ability to manage records consistently and securely, and will enable the County to complete the migration in an orderly and efficient manner.

Therefore, the Board of County Commissioners wish to implement the following policy to provide for consistent procedures regarding the management and retention of all users of the Leavenworth County email system, including full-time and part-time employees, elected officials, and other authorized users.

POLICY:

1. The County will retain/journal all emails of all users of the Leavenworth County email system, including full-time and part-time employees, elected officials, and other authorized users.
2. County emails shall be retained in full accordance with all applicable laws, regulations and administrative rules and only as long as required to meet the legal, financial, administrative or historical needs of the County.
3. All email users are responsible for managing their inboxes in a manner consistent with this policy and should avoid using County email for personal communications.
4. Nothing in this policy is intended to contradict the Data Access Policy which became effective March 1, 2018.

Mike Smith, Chairman

Date of Adoption

Leavenworth County Request for Board Action

Date: June 25, 2025,
To: Board of County Commissioners
From: Jamie Miller

Department Head Approval: Jamie Miller

Additional Reviews as needed:

Budget Review ☐ Administrator Review ☒ Legal Review ☒

Action Requested: Authorize the Chairman of the Board of County Commissioners to sign the Sales Agreement with Patagonia Software.

Recommendation: Approval

Analysis:

The Leavenworth County Health Department is seeking to replace our current electronic health record system, KIPHS, with a more modern, efficient platform. KIPHS was developed in the late 1990s to meet the needs of Kansas public health departments at the time. While it was once a valuable tool, it has not kept up with modern technology or the growing demands of public health services.

KIPHS is no longer capable of supporting the work we do. Data must be entered manually into multiple forms, creating unnecessary duplication and increasing the chances of errors. Important information, such as procedure codes and diagnoses, must be updated by staff rather than the system, taking time away from patient care. In addition, state data systems like DAISEY are not integrated with KIPHS, meaning we have to enter the same information twice—once in KIPHS and once in the state system. Billing through KIPHS is also time-consuming and inefficient. Staff must manually search the Kansas Medical Assistance Program (KMAP) clearinghouse outside of the EHR system to check claims, eligibility, and payment status. This adds extra steps, delays in billing, and an additional cost for clearinghouse access. In contrast, Patagonia Health includes a fully integrated clearinghouse at no extra cost. This streamlines the entire billing process and reduces the burden on staff, improving both cash flow and billing accuracy.

Patient forms and consents are still done on paper, which are scanned in and stored in a way that makes searching for information slow and difficult. There is no patient portal, and lab results must be entered by hand, causing delays and the potential for mistakes. Reporting is also a major challenge. Since most information in KIPHS is stored as PDFs, we cannot easily pull data for required reports or quality improvement projects.

By contrast, the proposed system, Patagonia Health, is a cloud-based platform built specifically for public health clinics. It allows for streamlined workflows, digital charting, integrated state reporting, and real-time data access. Templates are customizable and created by a support team with coding expertise, not by clinic staff. Patient information can be entered electronically before appointments, cutting down on paperwork and improving efficiency. Results from the state lab and LabCorp are uploaded directly into the system, and important lab results are flagged automatically for review. Patagonia also offers a patient portal, appointment reminders, and the future ability for patients to message staff and schedule appointments online.

Our current EHR is slowing us down and limiting our ability to deliver high-quality, efficient services. To meet today's public health challenges and continue to serve our community well, we need a system that can support modern workflows, reduce duplication, improve billing and reporting, and increase accessibility for both staff and patients. Patagonia Health offers the tools, support, and flexibility to help us achieve those goals.

Financial: The total of \$109,160.93 would be reimbursed through the Work Force Development grant. The payment covers five years of support as well as the implementation and training costs associated.

The Work Force Development Grant is a CDC grant passed down through KDHE to local health departments. The funding is intended to help meet critical infrastructure needs in the short term and also to make possible strategic Investments that will have lasting effect on public health agency.

Budgetary Impact:

- ☐ Not Applicable
- ☒ Grant Funded Project
- ☐ Budget item with available funds
- ☐ Non-Budgeted item with available funds through prioritization
- ☐ Non-Budgeted item with additional funds requested

EXHIBIT A

LEAVENWORTH COUNTY
GENERAL CONTRACTUAL PROVISIONS

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas
3. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Except in the event of an assignment pursuant to the sale of all or substantially all of the assigning parties business or assets, Neither the Contractor nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Contractor shall maintain all licenses, permits, certifications,

Mandatory General Contractual Provisions

bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.

9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Contractor.
10. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

Mandatory General Contractual Provisions

11. **Representative's Authority To Contract.** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Contractor for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Contractor in writing of the delay or nonperformance and, if not cured in sixty days or any longer time specified in writing by the County, the County may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the County may withhold from amounts due the Contractor such sums as the County deems to be necessary to protect the County against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor

Mandatory General Contractual Provisions

to meet the contract requirements. Upon request of the Contractor, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the County and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The County shall pay the Contractor the following amounts: All costs and expenses incurred by the Contractor for work accepted by the County prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work. All costs and expenses incurred by the Contractor for work not yet accepted by the County but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to

Mandatory General Contractual Provisions

pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the County.
 - Regardless of any other provision in this contract, County acknowledges and agrees that between the Parties, Contractor exclusively owns all rights to the Software, the Contractor/Vendor Network, the Service, all materials, content and documentation provided by Contractor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. County shall promptly advise Contractor of any possible infringement of which County becomes aware concerning the foregoing. Contractor acknowledges and agrees that, between the parties, County owns all data submitted by Subscriber or its personnel to Contractor or the Vendor Network.
20. **Availability of Records and Audit.** The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the County at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Once on an annual basis or as required by a third party auditor. Except for documentary evidence delivered to the offices of the County, the Contractor shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Contractor's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification. For Third Party Claims,** Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Contractor represents that it possesses legal authority to contract,

Mandatory General Contractual Provisions

that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

+++



1. Sales Agreement

Presented to

Leavenworth County Health Department - KS

04/11/2025

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

Contact

Abby Mallin

O:

abby@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the _____ day of _____, 20____ ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **Leavenworth County Health Department - KS** ("Client" or "Subscriber") located at 500 Eisenhower Road, Suite 101, Leavenworth, Kansas 66048-5161.

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.
5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client, or an Individual in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).
4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

4. Term and Termination

1. Term. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.
2. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. Regulatory References. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions**1.1 Software**

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.
3. Except as represented in this Agreement, all work products are provided "as is", and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at \$180/hr., plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors, Except as required by the Kansas Open Records Act or Kansas Open Meetings Act..

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.

3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.
4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third-party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall remit payment to Vendor for the Services as specified in the Order Form by check, upon receipt of an invoice. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall

Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement, and except as required by the Kansas Open Records Act or Kansas Open Meetings Act.; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five-year term from the Service Effective Date. At least 90 days prior to the initial term expiration date, Vendor will contact Subscriber to provide a renewal contract offer. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party's indemnification obligations herein, each parties' rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose.

8.1 Insurance: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Umbrella Coverage

\$10,000,000 Each Occurrence
\$10,000,000 Aggregate

Workmen's Compensation and Employer's Liability

Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	\$500,000 bodily injury for each accident \$500,000 each employee for disease \$500,000 disease aggregate

Commercial General Liability

Bodily Injury	\$1,000,000 each occurrence \$1,000,000 Damage to rented premises \$10,000 Med Exp (Any one person) \$1,000,000 Personal & Adv Injury \$2,000,000 General aggregate \$2,000,000 Products - Comp/OP AGG
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Comprehensive Automobile Liability

Combined Limit	\$1,000,000
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Excess Liability

\$10,000,000 Each Occurance
\$10,000,000 Aggregate

Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

\$20,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions**9.1 Assignment**

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

Notice under this agreement should be also carbon copied to the Leavenworth County Counselor at:

County Counselor
300 Walnut Street
Leavenworth, KS 66048

9.4 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.5 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.6 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.7 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.8 Taxes

The fees listed in this Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on Vendor net income. If the Vendor is found to be responsible for the withholding and payment of taxes on behalf of the Subscriber, Subscriber agrees to indemnify Vendor with respect to the full amount of taxes due, together with applicable interest and penalties. If Subscriber is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to the Vendor, net of all taxes, equals the amount invoiced or otherwise due. The subscriber is responsible for notifying the vendor and provide to the vendor with exemption certificate if any of these taxes are not applicable.

9.9 Entire Agreement

This Agreement, and the attached Exhibit A, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

ORDER FORM

Term: ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. This represents an all-inclusive 5 year agreement encompassing Upfront implementation fees, Training fees, monthly subscription fees, which is reflected in the 5 year pricing grid below. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

Marketing: Client does not provide permission for use of Client's name in Vendor's marketing material including videos and case studies.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Includes: Named Users (Full Time) Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade. Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises. Includes Electronic Prescription (Surescripts Gold Certified), no separate or additional per provider charges Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades Patient portal (meaningful use compliant), no separate or additional charges for users Secure Messaging (staff to staff and agency to patient). Two Factor Authentication (TFA)	8	Included	Included
Part Time User Licenses	3	Included	Included
Contracted Provider Licenses	3	Included	Included
System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.		Included	NA

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Data Migration: Import of customer provided Patient Demographic data.		Included	NA
Interface: Immunization Registry.		Included	Included
Interface: DAISEY in Kansas - Monthly		Included	Included
KHEL Interface	1	Included	Included
Immunization Inventory App		Included	Included
Medication Inventory App		Included	Included
Electronic Patient Consent forms with editor tool included.	5	Included	Included
Communicator App		Included	Included
Electronic Fax	1	Included	Included
Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).	2	Included	Included
Contactless Patient Experience (CPX)— Allows for patient self scheduling, remote registration, online check-in, and forms review – Monthly		Included	Included
FPAR 2.0 Report		Included	Included
# of Onsite Training Days (Other) (Note: Days quoted are per person days).	4	Included	NA

5-Year Price:

Payments	
	Total 5 Years
Payments to Patagonia Health	\$110,023.79

PAYMENT SCHEDULE:**PAYMENT OPTION** (All 5 years, paid in advance):

Initial to Accept Option : _____

(a) Total 5 year Contract Amount:

\$110,023.79

(b) Discount on only first year total payment, \$43,073. (2%)

~~- \$861.46~~

(c) Total Payment after discount for Year 1:

\$109,162.33

(Due within 30 days of invoice/contract date)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature:

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 15100 Weston Parkway, Suite 204, Cary, NC 27513
(Note: Remittance address is: PO Box 931046, Atlanta, GA, 31193-1046)

Please call your representative with any question.

BUDGET PRESENTATIONS

GENERAL OPERATING FUND

Basehor Historical Society

DEPARTMENT / DIVISION SPENDING SUMMARY

EXPENDITURES	2026			
	Requested			
Basehor Historical Society	\$10,000			
Total	\$	10,000	\$	- \$ -

Basehor Historical Museum Society
2812 N. 155th St.
Basehor, Kansas 66007

In 2024 our museum was funded solely by our fundraising efforts, membership dues, donations, memorials, and a small City grant. We are staffed solely by volunteers who work tirelessly to maintain the museum and provide exhibits which highlight the City of Basehor and Leavenworth County, along with providing programs and community events. Facing utility and insurance expenses to exceed \$10,000.00, this will be a challenging year to continue offering our programs and educational opportunities without the support we receive from the County.

We are requesting funds to be used for the following items. New display cases to replace well-worn cases and cabinets, along with upright shelving and retractable banners for professionally printed signage and posters. New mannequins will be used to expand our exhibits of the military and first-responder uniforms. We need to replace 2 awnings on the North side of the museum to help redirect rain water from the building. UV-Blocking Film will help reduce ultraviolet rays to protect our artifacts.

Questions can be referred to Mary Leonard, Museum Director at 816-225-7875 or be emailed to clsylsye@aol.com.

Projected Budget 2025

Basehor Historical Museum Society

Income

Donations	\$	3,000.00
City Grant	\$	2,500.00
County Grant	\$	3,000.00
Membership Dues	\$	800.00
Memorials	\$	500.00
Fundraisers:		
Ladies Tea	\$	1,000.00
Gift Shop Items	\$	75.00
Scarecrows on Parade	\$	1,200.00
Festival of Trees	\$	1,800.00
Holiday Market	\$	450.00
Other	\$	1,000.00
TOTAL INCOME	\$	15,325.00

Expenses

Building Maintenance	\$	2,000.00
Utilities	\$	6,300.00
Event Supplies	\$	100.00
Museum Supplies	\$	550.00
Exhibit Supplies	\$	4,500.00
Check Order	\$	30.00
Web Site	\$	23.00
Secretary of State (Non-profit fee)	\$	40.00
Insurance	\$	4,300.00
Sales Tax	\$	10.00
Printing (Newsletters, etc.)	\$	250.00
Ladies Tea	\$	300.00
Christmas Open House	\$	150.00
TOTAL EXPENSES	\$	18,553.00

2024

EXPENSES

Building Maintenance	\$	1,125.94
Utilities	\$	5,806.34
Gutters	\$	2,750.00
Museum Supplies	\$	801.03
Display cases and mannequins	\$	3,270.39
Check Order	\$	27.90
Web Site	\$	23.17
Secretary of State Non Profit Fee	\$	40.00
Insurance	\$	4,125.00
Sales Tax (2021)	\$	1.77
Holiday Market	\$	100.00
Ladies Tea	\$	333.35
Floor Repair and Paint	\$	2,781.20
TOTAL EXPENSES	\$	21,186.09

INCOME

Donations	\$	3,599.27
City Grant	\$	4,000.00
County Grant	\$	-
Membership Dues	\$	730.00
Fidelity Charitable Grant	\$	1,000.00
Klinkenberg Family Donation	\$	10,000.00
Stories of Vietnam War (Humanities Grant)	\$	3,000.00
Humanities Supplemental Grant	\$	1,000.00
Visa Card Refund Flag	\$	30.32
Secretary of State Refund	\$	40.00

Fundraisers:

Ladies Tea	\$	977.00
Gift Shop Items	\$	87.00
Flea Market	\$	-
Scarecrows on Parade	\$	1,218.00
Christmas Open House	\$	132.00
Festival of Trees	\$	1,938.00
Holiday Market	\$	478.00
TOTAL INCOME	\$	28,229.59

GENERAL OPERATING FUND

Tonganoxie Community Historic

DEPARTMENT / DIVISION SPENDING SUMMARY

EXPENDITURES	2026			
	Requested			
Plumbing Materials & Installation	\$2,750			
Carpentry & Painting	\$3,825			
Flooring	\$3,660			
Total	\$	10,235	\$	- \$ -

June 16, 2025

Request for Funding from the County 2026 Budget - Narrative

Narrative:

Our request will upgrade the two toilet rooms in the Reno Church Fellowship Hall to be ADA compliant. (The Reno Methodist Church is on our historical site, having been moved there from Reno in 1994.) The work will include raised toilets, two grab bars per toilet room, lowered sinks and mirrors, and new faucets. Lever handle hardware will be added to the toilet room doors and the exit door. Currently, the plumbing fixtures are showing their age (about 30 years); the toilets are not ADA compliant, nor are the sinks; only one grab bar exists in each toilet room.

The request will also replace the sheet vinyl flooring in the kitchen and toilet rooms and hallway. The sheet vinyl flooring in the fellowship hall is about 30 years old. There are tears and stains in the flooring. We propose to replace the sheet vinyl with vinyl plank flooring, which is considerably more wear resistant. We will also replace the kitchen sink, faucet, and backsplash.

Last summer we completed a very similar scope of work in the toilet rooms in the hay barn on our historical site, with the help of a grant from the City of Tonganoxie. We have been very pleased with results.

The request will also provide for repainting of the main area of the fellowship hall. In conjunction with this capital improvements project, our volunteers will work over the next year to update and refresh exhibits in the fellowship hall and the church sanctuary.

The fellowship hall is used by the community and TCHS. Our attendance at programs has been steadily increasing over the past year or two and the museum is seeing an uptick in visitors. Improvements to the fellowship hall and our exhibits will generate increased interest in the history of churches and religious communities in the southwest portion of Leavenworth County.

We greatly appreciate your interest in our museum.

Respectfully Submitted,

Kris Roberts, President
Tonganoxie Community Historical Society
913-704-7043
Email: TCHSTonganoxie@gmail.com



201 W. Washington
P.O. Box 785
Tonganoxie, KS 66086
913-845-2960

TCHSTonganoxie@gmail.com
www.TonganoxieHistoricalSociety.org

June 16, 2025

Request for Funding from the County 2026 Budget - Revenue & Banking & Financial Statement

Revenue & Banking & Financial Statement:

Revenue:

Our average revenue (2023 & 2024) comes from the following sources:

1. Private Donations, memorials, Memberships	\$10,466
2. Fundraisers	\$6,109
3. Grants	\$15,783
4. Earned Income from Facility Use & Gift Shop	\$14,488
5. Interest Income from Endowment	\$11,785
6. Miscellaneous Income (incl insurance for roof in 2023 in amount of \$14,000)	\$9,097
Average Total Income (2023-24)	\$67,728

Banking:

Our banking is done with First State Bank & Trust and Community National Bank, both located in Tonganoxie.

Financial Statement:

Our 12/31/2024 Balance Sheet and Profit & Loss Sheet accompanies our proposal as a separate attachment.

Respectfully Submitted,

Kris Roberts, President
Tonganoxie Community Historical Society
913-704-7043
Email: TCHSTonganoxie@gmail.com

11:37 AM
01/31/25
Cash Basis

Tonganoxie Community Historical Society
Balance Sheet
As of December 31, 2024

	<u>Dec 31, 24</u>	<u>Dec 31, 23</u>
ASSETS		
Current Assets		
Checking/Savings		
Community National Bank CD 478	10,000.00	0.00
Farm Bureau Annuity	210,000.00	220,000.00
Free Business Checking #4217	11,624.06	5,772.63
FSBT CD 0253	100,000.00	100,000.00
FSBT Investment Trust	44,886.74	41,149.05
Grant Funds #7814	15,624.52	24,035.06
Money Market #1390	3,379.77	26,212.34
Petty Cash	30.00	30.00
Total Checking/Savings	<u>395,545.09</u>	<u>417,199.08</u>
Total Current Assets	<u>395,545.09</u>	<u>417,199.08</u>
Fixed Assets		
Accumulated Depreciation	-18,464.69	-18,464.69
Furniture and Equipment	8,211.17	8,211.17
Land	142,509.00	142,509.00
Total Fixed Assets	<u>132,255.48</u>	<u>132,255.48</u>
Other Assets		
Building Improvements	86,550.87	86,550.87
Total Other Assets	<u>86,550.87</u>	<u>86,550.87</u>
TOTAL ASSETS	<u>614,351.44</u>	<u>636,005.43</u>
LIABILITIES & EQUITY		
Equity		
Gain/Loss Investm't Unrealized	1,705.96	-31.73
Unrestricted Net Assets	636,037.16	613,887.35
Net Income	-23,391.68	22,369.81
Total Equity	<u>614,351.44</u>	<u>636,005.43</u>
TOTAL LIABILITIES & EQUITY	<u>614,351.44</u>	<u>636,005.43</u>

11:39 AM
01/31/25
Cash Basis

Tonganoxie Community Historical Society
Profit & Loss
January through December 2024

	Jan - Dec 24	Jan - Dec 23
Ordinary Income/Expense		
Income		
Barn Quilt Income	1,140.00	1,405.00
Biscuit & Gravy Breakfast	1,220.00	660.00
Chili Sales	3,094.00	3,198.00
Donation	7,725.01	2,374.00
Facility Use Fees		
Barn Use Fees	2,300.00	3,080.00
Church Use Fees	10,730.00	10,665.00
Facility Use Fees - Other	0.00	625.00
Total Facility Use Fees	13,030.00	14,370.00
FB Annuity Distribution	8,565.79	6,542.18
ForeignTax (Investments)	0.00	-10.47
FSBT Inv't Dividends	0.00	1,076.17
Gift Shop/DVD Sales	701.22	875.00
Grant Income	11,316.00	20,250.00
History Camp	700.00	800.00
Interest Income		
CD 0253	4,424.84	2,500.21
FSBT Inv't Interest	0.00	24.12
Money Market	181.75	255.14
Total Interest Income	4,606.59	2,779.47
Membership Dues	547.26	745.00
Memorial Gifts	6,140.00	3,400.00
Misc. Income	68.42	14,159.16
Miscellaneous Revenue	2,840.30	25.58
Non dividend distribution	0.00	29.43
Other Types of Income	738.31	0.00
Program Income	150.00	190.00
Research	2.00	0.00
Total Income	62,584.90	72,868.52
Expense		
Bank Fees	0.00	426.30
Barn Quilt Expense	347.91	1,057.17
Biscuit & Gravy Expense	88.30	33.29
Business Expenses		
Business Registration Fees	80.00	69.55
Funds Donated	100.00	0.00
Business Expenses - Other	45.00	0.00
Total Business Expenses	225.00	69.55

11:39 AM
01/31/25
Cash Basis

Tonganoxie Community Historical Society
Profit & Loss
January through December 2024

	Jan - Dec 24	Jan - Dec 23
Chili Feed Supplies	619.17	557.20
Contract Services		
Accounting Fees	1,542.20	732.00
Total Contract Services	1,542.20	732.00
Facilities and Equipment		
Depr and Amort - Allowable	0.00	8,601.00
Misc Expense	0.00	3.50
Pest Control	175.00	850.00
Repairs & Maintenance	32,978.34	3,331.93
Security monitoring	646.80	646.80
Supplies	496.72	623.42
Total Facilities and Equipment	34,296.86	14,056.65
Gift Shop Expense	178.60	469.70
Grant Expenditures	22,400.90	6,018.24
History Camp Expense	222.09	185.81
Intern Wage Expense	0.00	1,404.00
Museum Cataloging Expense	3,941.25	5,122.50
Museum Operations		
Advertising & Publicity	735.28	373.48
Books, Subscriptions, Reference	977.88	618.43
Internet	1,130.04	916.82
Museum Exhibit Expense	1,635.58	1,579.79
Museum Office Supplies	496.38	540.25
Office Equipment	640.38	921.79
Postage, Mailing Service	188.00	247.35
Printing and Copying	395.74	118.40
Professional Dues	263.00	263.00
Program Expense	314.74	693.70
Telephone	604.30	360.41
Website	325.00	325.00
Total Museum Operations	7,706.32	6,958.42
Other Types of Expenses		
Insurance - Liab & Property	7,036.88	4,682.03
Total Other Types of Expenses	7,036.88	4,682.03
Payroll Tax Expense	8.42	112.99
Sales Tax Expense	65.70	42.24
Travel and Meetings		
Conference, Convention, Meeting	0.00	505.24
Total Travel and Meetings	0.00	505.24
Utilities		

11:39 AM
01/31/25
Cash Basis

Tonganoxie Community Historical Society
Profit & Loss
January through December 2024

	Jan - Dec 24	Jan - Dec 23
Electric		
Church Electric	984.78	886.93
Electric-Barn/Museum	3,710.10	3,146.90
Total Electric	4,694.88	4,033.83
Gas	2,141.66	3,501.59
Water	460.44	529.96
Total Utilities	7,296.98	8,065.38
Total Expense	85,976.58	50,498.71
Net Ordinary Income	-23,391.68	22,369.81
Net Income	-23,391.68	22,369.81



201 W. Washington
P.O. Box 785
Tonganoxie, KS 66086
913-845-2960

TCHSTonganoxie@gmail.com
www.TonganoxieHistoricalSociety.org

June 16, 2025

Request for Funding from the County 2026 Budget – Non-Profit Status

Documentation of Non-Profit Status:

Articles of Incorporation, dated 12/31/1983, received by State on 1/3/1984, attached.

IRS Letter of Determination of 501c3 status, dated 5/25/1984, attached.

Respectfully Submitted,

Kris Roberts, President
Tonganoxie Community Historical Society
913-704-7043
Email: TCHSTonganoxie@gmail.com

34 JAN 3 1984

D-84420

ARTICLES OF INCORPORATION

OF

TONGANOXIE COMMUNITY HISTORICAL SOCIETY, ARTICLES INC. 1 75.00
SUBTOTAL 75.00
SUBTOTAL 75.00

We, the undersigned incorporators, hereby form and establish a corporation not for profit under the laws of the State of Kansas.

ARTICLE I

The name of this Corporation is the Tonganoxie Community Historical Society, Inc.

ARTICLE II

The location of its registered office in this state is 515 East Fourth, Tonganoxie, Leavenworth County, Kansas. The registered agent at this address is John C. Lenahan.

ARTICLE III

This Corporation is organized not for profit and the objects and purposes to be transacted and carried on by the Corporation are:

The purpose of this society shall be to bring together those people interested in history, and especially in the history of the Tonganoxie community. Understanding the history of our community is basic to our democratic way of life, gives us a better understanding of our state and nation, and promotes a better appreciation of our American heritage.

The society's major function will be to discover and collect any material which may help to establish or illustrate the history of the area; its exploration, settlement, development, and activities in peace and in war; its progress in population, wealth, education, arts, science, agriculture, manufactures, trade, and transportation. It will collect printed material such as histories, genealogies, biographies, descriptions, gazetteers, directories, newspapers, pamphlets, catalogs, circulars, handbills, programs, and posters; manuscript material such as letters, diaries, journals, memoranda, reminiscences, rosters, service records, account books, charts, surveys, and field books; and museum material such as pictures, photographs, paintings, portraits, scenes, aboriginal relics, and material objects illustrative of life, conditions, events, and activities of the past and the present. The society will provide for the preservation of such material and for its accessibility, as far as may be feasible, to all who wish to examine or study it, to co-operate with officials in insuring the preservation and accessibility, of the records and archives of the county and of its cities, towns, villages, and institutions, and to undertake the preservation of historic buildings, monuments, and markers. The society will disseminate historical information and arouse interest in the past by publishing historical material in the newspapers or otherwise; by holding meetings with pageants, addresses, lectures, papers, and discussion; by marking historic buildings, sites and trails; and by using the media or radio and television to awaken public interest.

To further such objects and purposes, the corporation shall have and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended. Specifically, this

82

corporation shall have the power to acquire, purchase, hold, lease, convey, mortgage and pledge such real and personal property in Kansas, other States of the United States and elsewhere as shall be necessary or convenient to the transaction of its business and the realization of its objects and purposes.

Provided, however, that in all events and under all circumstances, and not withstanding merger, consolidation, reorganization, termination, dissolution or winding up of the corporation, voluntary or involuntary, or by operation of law the following provisions shall apply:

(a) This corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent this corporation from qualifying and continuing to qualify as an organization described in §501(c) (3) of the Internal Revenue Code of 1954 or the correspondence provision of any future United States Internal Revenue Law.

(b) This corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

(c) No compensation or payment shall ever be paid to any member, officer, director, trustee, creator or organizer of this corporation, or substantial contributor to it, except as an allowance for actual expenditures or services actually made or rendered to or assets or net earnings, current or accumulated of this corporation shall ever be distributed to or divided among any such persons, provided, further, that neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrued to, or inure to the benefit of any member or individual within the meaning of §501 (c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

Upon dissolution of this corporation, the governing board shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation, in such manner, to such organization or organizations organized or operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under §501(c) (3) of the Internal Revenue Code of 1954 or corresponding provisions of any future United States Internal Revenue Law, as the governing board shall determine. Any of such assets not so disposed of shall be disposed of by the district court in the county in which the principal office of the corporation is then located, exclusively for such purposes.

ARTICLE IV

The Corporation will not have authority to issue capital stock, and the conditions of memberships shall be fixed by the bylaws.

ARTICLE V

The names and residences of the incorporators are:

John C. Lenahan
R. R. #3
Tonganoxie, Kansas

Margaret Gallagher
301 South Main
Tonganoxie, Kansas

Jack Angell
1177 Delaware Avenue
Tonganoxie, Kansas

W. Michael Emery
316 East 8th
Tonganoxie, Kansas

Winifred Turner
130 East 3rd
Tonganoxie, Kansas

Dorlene Mark
621 Laughlin
Tonganoxie, Kansas

Gordon Harman
R.R. #1
Tonganoxie, Kansas

Helen Schilling
412 East 5th
Tonganoxie, Kansas

ARTICLE VI

The Board of Directors shall have all powers granted by Kansas Law and Statutes.

ARTICLE VII

The term for which this Corporation shall exist is perpetual.

ARTICLE VIII

The number of Directors may be increased or decreased from time to time by amendment of the bylaws.

ARTICLE IX

The names and residences of the persons who are to serve as directors until their successors are elected and qualified are as follows:

Winifred Turner
130 East 3rd
Tonganoxie, Kansas

Dorlene Mark
621 Laughlin
Tonganoxie, Kansas

Gordon Harman
R. R. #1
Tonganoxie, Kansas

Helen Schilling
412 East 5th
Tonganoxie, Kansas

IN TESTIMONY WHEREOF, we have hereunto subscribed our names
this 31st day of December, 1983.

John C. Lenahan Sr.
JOHN C. LENAHAN

Margaret Gallagher
MARGARET GALLAGHER

Jack Angell
JACK ANGELL

W. Michael Emery
W. MICHAEL EMERY

Winifred Turner
WINIFRED TURNER

Dorlene Mark
DORLENE MARK

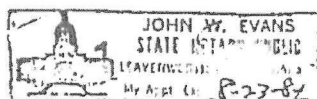
Gordon Harman
GORDON HARMAN

Helen Schilling
HELEN SCHILLING

STATE OF KANSAS)
) SS:
COUNTY OF LEAVENWORTH)

Personally appeared before me, a notary public, in and for said county and said state, the above named, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 31 day of December, 1983.



My Appointment Expires:

8-23-84

John W. Evans
Notary Public

Internal Revenue Service
District Director

Department of the Treasury

Date: MAY 25 1984

Employer Identification Number:

Accounting Period Ending:

October 31

Form 990 Required: ☒ Yes ☐ No

Person to Contact:

EO Technical Assistor

Contact Telephone Number:

(214) 767-3526

EO:7213:309:

► Tonganoxie Community Historical
Society Inc.
S 15 E. 4th Street
Tonganoxie, KS 66086

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

sf

(over)

1100 Commerce St., Dallas, Texas 75242

Letter 947(DO) (Rev. 10-83)

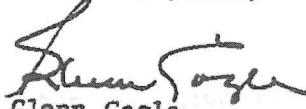
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


Glenn Cagle
District Director

This determination letter includes the time the organization operated as an association from February 23, 1982 until January 3, 1984.

Department of the Treasury
Internal Revenue Service



18243240

TONGANOXIE COMMUNITY HISTORICAL
SOCIETY INC
515 E 4TH ST
TONGANOXIE

KS 66086

Date of This Notice

If you inquire about
your account, please
refer to this
number or attach a
copy of this notice

04-10-84
Employer Identification Number

48-0974224

GENERAL OPERATING FUND

APPROPRIATED FUNDS

Leavenworth County Historical Society

DEPARTMENT / DIVISION SPENDING SUMMARY

EXPENDITURES

2026 Requested

Leavenworth County Historical Society	\$	10,000
---------------------------------------	----	--------

Total	\$	10,000	\$	-
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The Leavenworth County Historical Society, Inc. & Carroll Mansion Museum & Research Center

1128 Fifth Avenue • Leavenworth, Kansas 66048 • (913) 682-7759

<https://leavenworthhistory.org> • Email: museum@leavenworthhistory.org

13 June 2025

Dear Leavenworth County Commissioners,

The Leavenworth County Historical Society (LCHS) has actively been involved in the county for 70 years and has owned and maintained the Carroll Mansion Museum for 60 of those years. We strive to fulfill our mission of collecting, preserving and sharing our unique history, not to be found in any other Kansas county, since the opening of the Territory in 1854. Throughout many of these years, we were generously supported by the Leavenworth County Commission and express our sincere gratitude for the confidence placed in us during that time.

Because we take our mission seriously, we continue to explore innovative ways in improving and enhancing the lives of our local citizens, economically and culturally. As a non-profit, keeping our doors open and remaining a top attraction in Leavenworth is paramount. It goes without saying there is always a “want/need” list. In the past two years we have replaced the deteriorated porches that encircle our home, the Carroll Mansion Museum, and repaired and painted all the wood exterior house trim, at a cost of tens of thousands of dollars. Also, we continue to pursue funding for building an annex to our museum, where we are in need of additional room to properly store and preserve artifacts of our county history. All this is in addition to securing an annual income for museum operations from membership, museum tours, research fees, donations, and numerous fundraisers that include, but are not limited to our major events to raise necessary funds: *Celebrating Women of Leavenworth County*, *Buffalo Bill Cody's Wild West Dinner & Dance*, and the *Leavenworth Christmas Vintage Homes Tour*.

Grant Request: Promotion of “Spirit of the Buffalo” Community Art Project

Last year, the LCHS was awarded a 60/40 Kansas Tourism Grant to develop this community arts project. The objective is two-fold:

1. To attract tourism and enhance the Leavenworth experience with buffalo sculptures placed throughout the county, painted with historical themes by local artists, to support local retail, restaurants, lodging and local attractions
2. To provide a method of sustaining operational costs for the LCHS in order to continue our mission

Ten buffalo statues (150# 4'x5'x2' hand-crafted metal) have been painted and are currently being installed throughout the county. Ten more are soon to be delivered in June for winning artist designs to be applied and installed before the end of 2025. Each component of the process--artist selection, display of the finished product, and eventual installation is already proving to be very popular and greatly anticipated in the community. In addition to news coverage, the LCHS Facebook page garners readership up to a 10,000 reach per post on the progress of the project. Folks are anxiously awaiting maps to discover each buffalo, see the various artist designs, and learn the associated history.

We are partnering with the Leavenworth Visitors and Convention Bureau, the Leavenworth County Artists Association, LV Arts, Fort Leavenworth Frontier Museum, Leavenworth Main Street, and the University of St. Mary on this project and have additionally received support from Home Depot Foundation with a substantial in-kind donation. Sponsorship of 20 buffaloes has been generous through local businesses and individuals with only three sponsorships left to be secured.

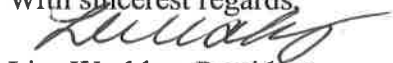
We are now seeking funding for the promotion of the project to outer markets with the goal to increase, enhance, and strengthen local tourism. We plan to use print advertising in the form of brochures and maps, billboards, videos, and travel magazine ads to compliment social media posting via Instagram/Facebook. A digital learning application will be provided with our partner, the Frontier Army Museum. Other possibilities include an annual bus tour to visit the "herd" around the county, complimenting other attractions in the county. Providing historical programs with a connection to the "Spirit of the Buffalo" local history would offer nationally recognized guest speakers, familiar with the history and customs of our indigenous Native American tribes and experts on buffalo history and ties to our home-town boy, Buffalo Bill Cody, who spent his boyhood years in the Salt Creek Valley in the county and returned often with his Wild West show.

A grant from the County Commission in the amount of \$10,000 to support the marketing efforts for this project would be of great benefit to for the entire county population. Visitors would contribute to the state and local economy through resultant sales tax on goods and services (hotel stays and restaurant meals). This increased tax revenue could eventually fund local government services. With a greater influx of tourism dollars local governments could also eventually lessen reliance on property taxes as a primary course of funding for public services. With a thriving tourism industry, economic growth would be stimulated countywide. Leavenworth County HAS THE HISTORY! The Leavenworth CVB has approved a small grant (under \$1000) via their tourism grant program for this project. Other state grant opportunities are available and are being pursued by the buffalo project promotion committee.

The approval of this grant by the County Commission would be a win-win situation for the entire county and an opportunity not to be missed. The year 2026 will be a golden year for Leavenworth as we anticipate visitors from near and far for the World Cup in the area, the celebration of the 250th anniversary of the United States of America, the 165th anniversary of the State of Kansas, 180th birthday anniversary of William F. "Buffalo Bill" Cody, and other local high points in Leavenworth history.

Please give your thoughtful consideration to our request for this funding as an occasion to demonstrate support for the economic and cultural betterment of our county and help us stay connected to history. Thank you for the opportunity to present our financial needs.

With sincerest regards,



Lisa Weakley, President
Leavenworth County Historical Society
museum@leavenworthhistory.org
(913) 682-7759

GENERAL OPERATING FUND**Leavenworth County Historical Society
Carroll Mansion****DEPARTMENT / DIVISION SPENDING SUMMARY****EXPENDITURES****2026 Request****Leavenworth County Historical Society
Carroll Mansion**

	Income	Expense	
Operating Income and Expenses			
Admissions	\$ 5,400		
Contributions	17,000		
Dues	13,000		
Grants	-		
Research	1,500		
Gift Shop Sales	1,400		
Calendars	2,500		
Advertising		(1,100)	
Bank/CC		(1,330)	
Dues/Subscriptions		(640)	
Insurance		(10,625)	
Licenses/Permits		(20)	
Meals/Entertainment		(780)	
Payroll		(55,260)	
Postage		(825)	
Printing		(2,020)	
Legal/Accounting		(685)	
Repairs/Maintenance		(15,000)	
Supplies		(2,000)	
Taxes		(565)	
Telephone		(2,100)	
Utilities		(6,900)	
Total Operating Income and Expenses	\$ 40,800	\$ (99,850)	
Net Operating Income (Loss)			\$ (59,050)
Fundraising Income and Expenses			
Celebrating Women	\$ 13,500	\$ (5,685)	
Net Celebrating Women			\$ 7,815
Patron Letter	8,000		
Net Patron Letter			8,000
Buffalo Bill	25,000	(9,000)	
Net Buffalo Bill			16,000
Vintage Homes	12,600	(4,640)	
Net Vintage Homes			7,960
Spirit of the Buffalo	23,000	(16,000)	
Net Spirit of the Buffalo			7,000
Other Events			
100 for \$100	3,800		
Metal Detecting	1,300		
Reclaiming History Cap Camp	2,000		
Misc Small Events	1,200	(200)	
Net Other Events			8,100
Total Fundraising Income and Expenses	\$ 90,400	\$ (35,525)	
Net Fundraising Income (Loss)			\$ 54,875
Other Income and Expenses			
Museum Sales	\$ 2,250	\$ (365)	
Net Museum Sales			\$ 1,885
Total Other Income and Expenses	\$ 2,250	\$ (365)	
Net Other Income (Loss)			\$ 1,885
Net Income (Loss)	\$ 133,450	\$ (135,740)	\$ (2,290)

Leavenworth County Historical Society & Museum
Balance Sheet
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
109 · Citizens National - Operating	105,532.71
110 · Certificates of Deposit	
110.6 · RC Hist CD-Armed Forces	21,629.81
110.5 · Operating Savings-Exchg Bk	12,754.56
110.7 · RC Hist CD-Mutual Savings	21,433.83
Total 110 · Certificates of Deposit	55,818.20
114 · Greenwood Cemetery-Mutual	13,310.25
115 · Restricted Funds	
115.1 · LCHS Endowment for the Future	173,433.34
115.6 · President's Fund (Edward Jones)	49,107.70
Total 115 · Restricted Funds	222,541.04
116 · Operating Savings-CNB	5,242.88
Total Checking/Savings	402,445.06
Other Current Assets	
130 · Inventory (Gift Shop)	4,875.10
149 · Undeposited Funds	130.00
Total Other Current Assets	5,005.10
Total Current Assets	407,450.16
Fixed Assets	
154 · Everhard Collection	
154.1 · Everhard (David Phillips)	156,000.00
154 · Everhard Collection - Other	5,000.00
Total 154 · Everhard Collection	161,000.00
Total Fixed Assets	161,000.00
TOTAL ASSETS	568,450.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
210 · Payroll Liabilities- Federal	-69.12
230 · Sales Tax Payable	122.44
Total Other Current Liabilities	54.32
Total Current Liabilities	54.32
Total Liabilities	54.32
Equity	
300 · Opening Bal Equity	2,175.00
310 · Unrestricted net assets	123,300.57
320 · Temporary restricted net asset	27,769.26
3900 · Retained Earnings	369,439.76
Net Income	45,711.25
Total Equity	568,395.84
TOTAL LIABILITIES & EQUITY	568,450.16

Leavenworth County Historical Society & Museum 1128 Fifth Avenue, Leavenworth, KS 66048
Profit & Loss Statement Fiscal Year Ending December 31, 2024

INCOME

Admissions	\$5,341.00
Bequests/Contributions (President's Fund, Misc)	16,625.55
Membership Dues	12,870.00
Grants	
Lv Convention & Visitors Bureau	9,822.00
Humanities Kansas	350.01
Fundraisers (net)	
Celebrating Women of Lv Co	8,358.51
Buffalo Bill Wild West	20,761.60
Garden Tour	2,441.76
Historical Calendars	3,163.62
Patron Letter	7,776.69
Vintage Homes Tour	8,604.06
100 for \$100	3,810.00
Bingo at Willcott Brewery	1,147.00
Events (Metal Detect., History on Lawn, Ann meet)	4,957.00
Spirit of the Buffalo Community Art Project	1,499.78
Restricted Income (net)	
Greenwood Cemetery	1,451.42
Reclaiming History	2,050.00
Research Fees	1,451.00
Everhard Photo sales	897.50
Gift Shop profit	1,474.23
Total Income	<u>\$ 112,745.61</u>

EXPENSES

Advertising	901.00
Accounting & Legal	622.00
Banking & Credit Card Charges	1,211.76
Dues, Subscriptions, licenses, misc	763.80
Events Expense (History on Lawn, Annual Meeting)	1,828.08
Kansas Humanities Grant (Archival supplies)	1,482.82
Insurance & Liability	8,857.00
Payroll	50,235.19
Postage	750.49
Printing	1,835.67
Repairs	
Computer & Maintenance	4,997.43
House Maintenance	5,217.20
Supplies	1,802.60
Taxes, mandatory city	512.50
Telephone/Utilities Total Expenses	8,172.92
Total Expense	<u>\$ 89,19.46</u>

Net Operating Income	23,555.22
OTHER <u>INCOME</u> /LOSS: Investment accounts, Interest	22,156.03

GENERAL OPERATING FUND

First City Museum

DEPARTMENT / DIVISION SPENDING SUMMARY

EXPENDITURES	2026		
	Requested		
First City Museum	\$9,000		
Total	\$	9,000	\$ -

First city 2024

Income -	Sales	634.44
	Donations	4495.34
	Memorials	12750.00
	Tours	1130.00
	Interest Income	88.19
	Special Events	3902.00
	Mbr Dues	1990.00
		24,989.97

Expenses	Reduction of Root ^{Root Loan}	7884.54
	Cost of Sales	258.47
	Storm Water Fees	675.00
	Utilities	5136.76
	Telephone	1660.72
	Supplies	60.92
	Insurance	4983.00
	Museum Displays	195.30
	Sales Tax	86.50
	Cleaning / Trash	288.00
	Advertising	590.00
	Int. Exp.	685.02

22,504.23

2485.71

First City Museum

Actual
Jan-May 25

Income

Sales	145.50
Donations	530.40
Tours	635.00
Interest	29.30
Member Dues	<u>430.60</u>
	1770.20

Expenses

Utilities	3915.13
Telephone	687.67
Supplies	13.98
Bldg Repairs / Maint.	708.44
Sales Tax	38.12
Advertising	259.99
Interest Exp.	212.78
Payment on L.T. Note.	<u>3395.00</u>
	9226.81

Local insurance provider

Local bank - Exchange Bank

First City Museum

May 31, 2025

Balance Sheet

Change Fund	90.00
Cash in Bank	44075.07
Petty Cash	100.00
Inventory	3477.89
	<u>47742.96</u>
Building	182600.99
Artifacts	15305.32
	<u>197906.31</u>
Note Payable	17263.79
Sales Tax	5.07
Total Liabilities	<u>17268.86</u>
Total Assets	47742.96
	<u>197906.31</u>
	245649.27
Total Liabilities	<u>17268.86</u>
Net Worth	<u>228381.41</u>

LEAVENWORTH HISTORICAL MUSEUM Assoc.

743 Delaware • Leavenworth, KS 66048

Phone 913-682-1866

www.firstcitymuseums.org



June 17, 2025

Leavenworth County Commissioners
300 Walnut Street
Leavenworth, KS 66048

Dear Commissioners,

Thank you for your support in years past and for the opportunity to receive funding this year. As you know, the First City Museum is one of the three museums operated by the Leavenworth Historical Museum Association, a 501(c)(3) entity (certification attached). We have no paid employees and are dependent on the availability of volunteers to remain open to the public. We have found it much more difficult to staff our museums since the COVID pandemic. We have reduced museum operating hours, but operating costs have risen.

For more than twenty years our major effort went into getting the C. W. Parker Carousel Museum up and running. Currently C. W. Parker Carousel Museum is fully functional with all carousels on display and special events occurring on a regular basis. Additional evidence of the CWPM success is that it was recently voted one of the most popular tourist destinations in Kansas! Now we need to turn our attention to its sisters, the First City Museum and the National Fred Harvey Museum. These locations need much restoration, repair, and up-grading so it is hard to choose what to work on first. Because first impressions are so important, First City Museum wants to focus on the outside.

Years ago, when the Buffalo Bill Committee was disbanded, First City Museum acquired the storage garage that was in Hay Market Square. We moved it to its current location on Delaware Street. Nancy Bauder painted one of the first Leavenworth murals on the west side—Buffalo grazing on the Kansas prairie. Time has taken its toll on the building. It needs a new roof and replacement of soffits, trims, etc. It has become an eyesore, especially in front of the huge new mural depicting Native Americans and their camp. The best estimate we have received is that it will cost \$4,000 to bring the garage up to original condition.

In line with making a good first impression, we are concerned that First City Museum be seen by individuals moving down Delaware Street. One of the biggest negative

feedbacks we receive from visitors is "we didn't know you were here." A sign lateral to Delaware Street will resolve that problem. Anticipated cost of an old-fashioned "First City Museum" sign is \$5,000.

Any help Leavenworth County will provide is greatly appreciated. Most of our resources are earmarked for a new roof on the 20th--century building housing the main First City Museum.

Thank you for your consideration and please feel free to come by the museum for a tour on Thursday or Saturday afternoon. A private tour and inspection can be arranged as well by calling Donna Fletcher, President, at 913 683 5462 or Audrey Sanders, Treasurer, at 913 682 1023.

Thank you in advance,

A handwritten signature in cursive script that reads "Audrey M. Sanders".

Audrey M. Sanders, Treasurer
LHMA

Enc: 501(c)(3)

**INTERNAL REVENUE SERVICE
District Director**

**DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242**

**Person to Contact:
Vivian Randle**

**Telephone Number:
(214)767-6023**

**Refer Reply to:
Mail Code 4940 DAL**

**Date:
November 7, 1996**

**EIN:
48-1061674**

**Leavenworth Historical Museum
Association
420 S. Broadway
Leavenworth, KS 66048-2597**

Dear Sir or Madam:

Our records show that the Leavenworth Historical Museum Association is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted in January 1989 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code. Your organization is described in section 170(b)(1)(A)(vi) of the code.

If gross receipts for your organization reach \$25,000 or more, in any one year, the organization will be required to file Form 990, Return of Organization Exempt from Income Tax.

This letter may be used to verify your tax-exempt status.

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely,

W. Mann

**W. Mann
Manager, Employee Plans
and Exempt Organizations
Customer Service Section**

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Five Months Ending May 31, 2025

	Current Month		Year to Date	
Revenues				
SALES - FIRST CITY	\$ 59.75	0.65	\$ 145.50	0.47
SALES - PARKER	945.07	10.26	3,357.75	10.74
DONATIONS - LHMA, INC.	0.00	0.00	500.00	1.60
DONATIONS - FIRST CITY	370.18	4.02	530.40	1.70
DONATIONS - PARKER	367.50	3.99	9,978.41	31.93
DONATIONS - HARVEY	0.00	0.00	1,500.00	4.80
CAROUSEL RIDES - PARKER	506.50	5.50	1,913.50	6.12
RENTAL INCOME - HARVEY	3,850.00	41.78	4,200.00	13.44
PARTY ROOM - PARKER	500.00	5.43	2,262.50	7.24
TOURS - FIRST CITY	220.00	2.39	635.00	2.03
TOURS - PARKER	511.00	5.55	1,781.00	5.70
INTEREST INCOME - LHMA, INC	0.00	0.00	94.04	0.30
INTEREST INCOME - FIRST CITY	0.00	0.00	29.30	0.09
INTEREST INCOME - PARKER	0.00	0.00	10.14	0.03
SMALL MALL - PARKER	125.00	1.36	125.00	0.40
MEMBERSHIP DUES - LHMA, INC	500.00	5.43	1,840.00	5.89
MEMBERSHIP DUES - FIRST CITY	200.00	2.17	430.00	1.38
MEMBERSHIP DUES - PARKER	60.00	0.65	540.00	1.73
MEMBERSHIP DUES - HARVEY	1,000.00	10.85	1,380.00	4.42
Total Revenues	9,215.00	100.00	31,252.54	100.00
Cost of Sales				
COST OF SALES - PARKER	0.00	0.00	252.56	0.81
Total Cost of Sales	0.00	0.00	252.56	0.81
Gross Profit	9,215.00	100.00	30,999.98	99.19
Expenses				
CASH SHORT/OVER - PARKER	(0.62)	(0.01)	(0.60)	0.00
UTILITIES - FIRST CITY	364.82	3.96	3,915.83	12.53
UTILITIES - PARKER	549.93	5.97	6,211.03	19.87
UTILITIES - HARVEY	442.96	4.81	5,054.01	16.17
TELEPHONE - FIRST CITY	0.00	0.00	687.67	2.20
TELEPHONE - PARKER	154.97	1.68	763.80	2.44
TELEPHONE - HARVEY	0.00	0.00	687.69	2.20
SUPPLIES - LHMA	0.00	0.00	31.17	0.10
SUPPLIES - FIRST CITY	0.00	0.00	13.98	0.04
SUPPLIES - PARKER	48.00	0.52	146.46	0.47
CREDIT CARD FEES - PARKER	0.00	0.00	87.64	0.28
BLDG REPAIR/MAINT - FIRST CIT	0.00	0.00	708.44	2.27
BLDG REPAIR/MAINT - HARVEY	0.00	0.00	2,000.00	6.40
CAROUSEL REPAIR	0.00	0.00	321.75	1.03
INSURANCE - LHMA, INC.	0.00	0.00	6,000.00	19.20
INSURANE - PARKER	0.00	0.00	2,851.82	9.13
SPEC EVENTS COST - PARKER	0.00	0.00	1,701.93	5.45
SALES TAX EXP. - FIRST CITY	0.00	0.00	38.12	0.12
SALES TAX EXP. - PARKER	75.66	0.82	2,678.19	8.57
CLEANING/TRASH - PARKER	0.00	0.00	390.00	1.25
ADVERTISING - LHMA, INC.	0.00	0.00	289.00	0.92
ADVERTISING - FIRST CITY	0.00	0.00	254.99	0.82
ADVERTISING - PARKER	85.00	0.92	919.00	2.94
INTEREST EXPENSE - FIRST CITY	39.48	0.43	212.78	0.68
Total Expenses	1,760.20	19.10	35,964.70	115.08
Net Income	\$ 7,454.80	80.90	\$ (4,964.72)	(15.89)

For Management Purposes Only

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Five Months Ending May 31, 2025

Current Month

Year to Date

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Twelve Months Ending December 31, 2024

	Current Month		Year to Date	
Revenues				
SALES - FIRST CITY	\$ 0.00	0.00	\$ 634.44	0.52
SALES - PARKER	1,134.76	1.98	11,395.68	9.37
SALES - HARVEY	0.00	0.00	128.62	0.11
SMALL MALL SALES - PARKER	0.00	0.00	533.25	0.44
DONATIONS - LHMA, INC.	0.00	0.00	71.00	0.06
DONATIONS - FIRST CITY	241.58	0.42	4,495.34	3.70
DONATIONS - PARKER	146.25	0.26	1,605.35	1.32
DONATIONS - HARVEY	67.00	0.12	1,494.17	1.23
MEMORIALS - FIRST CITY	11,500.00	20.06	12,750.00	10.49
MEMORIALS - PARKER	0.00	0.00	370.00	0.30
MEMORIALS - HARVEY	7,500.00	13.08	7,525.00	6.19
CAROUSEL RIDES - PARKER	542.50	0.95	7,869.00	6.47
RENTAL INCOME - HARVEY	0.00	0.00	1,900.00	1.56
PARTY ROOM - PARKER	600.00	1.05	8,370.00	6.89
PENNY PRESS - PARKER	0.00	0.00	200.00	0.16
WISHING WELL - PARKER	0.00	0.00	42.45	0.03
TOURS - FIRST CITY	0.00	0.00	1,130.00	0.93
TOURS - PARKER	285.00	0.50	6,682.25	5.50
TOURS - HARVEY	0.00	0.00	5.00	0.00
INTEREST INCOME - LHMA, INC	34.70	0.06	443.04	0.36
INTEREST INCOME - FIRST CITY	6.04	0.01	88.19	0.07
INTEREST INCOME - PARKER	0.00	0.00	62.17	0.05
SPECIAL EVENTS - LHMA	(4,697.00)	(8.19)	9,004.00	7.41
SPECIAL EVENTS - FIRST CITY	3,902.00	6.81	3,902.00	3.21
SPEC. EVENTS (ATOL) - PARKER	3,452.00	6.02	3,902.00	3.21
SPECIAL EVENTS - HARVEY	3,902.00	6.81	3,902.00	3.21
SMALL MALL - PARKER	23,501.45	40.99	23,740.45	19.53
PANCAKES - PARKER	4,256.97	7.43	4,256.97	3.50
SMALL MALL RAFFLE - PARKER	953.00	1.66	1,085.00	0.89
MEMBERSHIP DUES - LHMA, INC	0.00	0.00	1,400.00	1.15
MEMBERSHIP DUES - FIRST CITY	0.00	0.00	1,990.00	1.64
MEMBERSHIP DUES - PARKER	0.00	0.00	390.00	0.32
MEMBERSHIP DUES - HARVEY	0.00	0.00	200.00	0.16
Total Revenues	57,328.25	100.00	121,567.37	100.00
Cost of Sales				
COST OF SALES - FIRST CITY	0.00	0.00	258.47	0.21
COST OF SALES - PARKER	0.00	0.00	5,146.76	4.23
COST OF SALES - HARVEY	0.00	0.00	45.40	0.04
COST OF CONSIGNED SALES - CWP	2,475.38	4.32	2,475.38	2.04
Total Cost of Sales	2,475.38	4.32	7,926.01	6.52
Gross Profit	54,852.87	95.68	113,641.36	93.48
Expenses				
CASH SHORT/OVER - PARKER	(1.29)	0.00	(8.99)	(0.01)
STORM WATER FEES - FIRST CIT	675.00	1.18	675.00	0.56
STORM WATER FEES - CAROUSEL	675.00	1.18	675.00	0.56
STORM WATER FEES - HARVEY	337.50	0.59	337.50	0.28
UTILITIES - FIRST CITY	195.90	0.34	5,136.76	4.23
UTILITIES - PARKER	138.20	0.24	12,544.29	10.32
UTILITIES - HARVEY	260.96	0.46	5,834.45	4.80
TELEPHONE - FIRST CITY	139.98	0.24	1,660.72	1.37
TELEPHONE - PARKER	144.97	0.25	1,769.64	1.46
TELEPHONE - HARVEY	139.98	0.24	1,540.69	1.27
SUPPLIES - FIRST CITY	18.19	0.03	60.92	0.05

For Management Purposes Only

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Twelve Months Ending December 31, 2024

	Current Month		Year to Date	
SUPPLIES - PARKER	229.00	0.40	2,910.50	2.39
DUES & MEETINGS - LHMA, INC	0.00	0.00	529.00	0.44
BANK CHARGES - LHMA	0.00	0.00	3.09	0.00
BANK CHARGES - CWP	0.00	0.00	10.00	0.01
CREDIT CARD FEES - PARKER	0.00	0.00	2,206.23	1.81
CREDIT CARD FEES - HARVEY	0.00	0.00	14.94	0.01
BLDG REPAIR/MAINT - PARKER	0.00	0.00	11,259.99	9.26
BLDG REPAIR/MAINT - HARVEY	2,000.00	3.49	4,209.21	3.46
CAROUSEL REPAIR	0.00	0.00	322.00	0.26
INSURANCE - LHMA, INC.	0.00	0.00	6,000.00	4.94
INSURANCE - FIRST CITY	0.00	0.00	4,983.00	4.10
INSURANCE - PARKER	0.00	0.00	9,440.14	7.77
INSURANCE - HARVEY	0.00	0.00	3,447.00	2.84
SPEC EVENTS COST - LHMA, INC	0.00	0.00	486.66	0.40
SPEC EVENTS COST - PARKER	1,042.62	1.82	5,977.85	4.92
MUSEUM DISPLAYS - FIRST CITY	0.00	0.00	195.30	0.16
MUSEUM DISPLAYS - CAROUSEL	0.00	0.00	17.00	0.01
SALES TAX EXP. - FIRST CITY	9.27	0.02	86.50	0.07
SALES TAX EXP. - PARKER	93.63	0.16	3,145.59	2.59
SALES TAX EXP. - HARVEY	0.41	0.00	0.42	0.00
CLEANING/TRASH - FIRST CITY	0.00	0.00	280.00	0.23
CLEANING/TRASH - PARKER	0.00	0.00	1,380.00	1.14
ADVERTISING - LHMA, INC.	0.00	0.00	610.00	0.50
ADVERTISING - FIRST CITY	0.00	0.00	590.00	0.49
ADVERTISING - PARKER	170.00	0.30	2,088.00	1.72
ADVERTISING - HARVEY	0.00	0.00	85.00	0.07
INTEREST EXPENSE - FIRST CITY	0.00	0.00	685.02	0.56
Total Expenses	6,269.32	10.94	91,188.42	75.01
Net Income	\$ 48,583.55	84.75	\$ 22,452.94	18.47

GENERAL OPERATING FUND

National Fred Harvey Museum

DEPARTMENT / DIVISION SPENDING SUMMARY

EXPENDITURES	2026		
	Requested		
National Fred Harvey Museum	\$17,750		
Total	\$	17,750	\$ -

Income Harvey

Sales	128.62
Donations	1494.17
Memorials	7525.00
Rental Income	1900.00
Tours	5.00
Special Events	3902.00
Mbr Dues	200.00

156

Expenses

Cost of Sales	45.40
Storm Water Fees	337.50
Utilities	5834.45
Telephone	1540.69
Credit Card Fees	14.94
Bldg Repair	4209.21
Insurance	3447.00
Sales Tax	142
Adm.	85,00

154

27

Harvey

Jan-May 2025

Donations	1500.00
Rental	4200.00
Membership Dues	<u>1386.00</u>
	<u>7086.00</u>

Expenses

Utilities	5054.01
Telephone	687.69
Bldg Repairs	<u>2000.00</u>
	7741.70

Local Insurance provider

Local banking - Citizens National

Income Harvey

Sales	128.62
Donations	1494.17
Memorials	7525.00
Rental Income	1900.00
Tours	5.00
Special Events	3902.00
Mbr Dues	200.00
	<u>1515</u>

Expenses

Cost of Sales	45.40
Storm Water Fees	337.50
Utilities	5834.45
Telephone	1540.69
Credit Card Fees	14.94
Bldg Repair	4209.21
Insurance	3447.00
Sales Tax	142
Adm.	85.00

15112

274.

LEAVENWORTH HISTORICAL MUSEUM Assoc.

743 Delaware • Leavenworth, KS 66048

Phone 913-682-1866

www.firstcitymuseums.org



June 17, 2025

Leavenworth County Commissioners
300 Walnut Street
Leavenworth, KS 66048

Dear Commissioners,

Thank you for your support in years past and for the opportunity to receive funding this year. As you know, National Fred Harvey Museum (NFHM) is one of the three museums operated by the Leavenworth Historical Museum Association, a 501(c)(3) entity (certification attached).

Returning the Harvey home and carriage house to an approximation of its original grandeur has been an uphill battle – never enough time or money. Tremendous progress has been made, but much is yet to be done. Most critical is the heating system in the house. It needs repair or replacement and we won't be able to determine which until it is partially dismantled. To put the system in working condition the consulted specialists agree to a projected cost of \$17,750.

Currently the primary sources of income for NFHM are the special events hosted in the Harvey home. It is hard to prepare for tours or events when the heating system works sporadically or not at all.

Thank you for your consideration and please feel free to schedule a tour of the NFHM by calling Jeanie Hazels, Curator, at 913 683 5840 or Audrey Sanders, Treasurer, at 913 682 1023.

Sincerely,

A handwritten signature in cursive script that reads "Audrey M. Sanders".

Audrey M. Sanders, Treasurer
LHMA

INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Leavenworth Historical Museum
Association
420 S. Broadway
Leavenworth, KS 66048-2597

Person to Contact:
Vivian Randle

Telephone Number:
(214)767-6023

Refer Reply to:
Mail Code 4940 DAL

Date:
November 7, 1996

EIN:
48-1061674

Dear Sir or Madam:

Our records show that the Leavenworth Historical Museum Association is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted in January 1989 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code. Your organization is described in section 170(b)(1)(A)(vi) of the code.

If gross receipts for your organization reach \$25,000 or more, in any one year, the organization will be required to file Form 990, Return of Organization Exempt from Income Tax.

This letter may be used to verify your tax-exempt status.

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely,

W. Mann

W. Mann
Manager, Employee Plans
and Exempt Organizations
Customer Service Section

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Five Months Ending May 31, 2025

	Current Month		Year to Date	
Revenues				
SALES - FIRST CITY	\$ 59.75	0.65	\$ 145.50	0.47
SALES - PARKER	945.07	10.26	3,357.75	10.74
DONATIONS - LHMA, INC.	0.00	0.00	500.00	1.60
DONATIONS - FIRST CITY	370.18	4.02	530.40	1.70
DONATIONS - PARKER	367.50	3.99	9,978.41	31.93
DONATIONS - HARVEY	0.00	0.00	1,500.00	4.80
CAROUSEL RIDES - PARKER	506.50	5.50	1,913.50	6.12
RENTAL INCOME - HARVEY	3,850.00	41.78	4,200.00	13.44
PARTY ROOM - PARKER	500.00	5.43	2,262.50	7.24
TOURS - FIRST CITY	220.00	2.39	635.00	2.03
TOURS - PARKER	511.00	5.55	1,781.00	5.70
INTEREST INCOME - LHMA, INC	0.00	0.00	94.04	0.30
INTEREST INCOME - FIRST CITY	0.00	0.00	29.30	0.09
INTEREST INCOME - PARKER	0.00	0.00	10.14	0.03
SMALL MALL - PARKER	125.00	1.36	125.00	0.40
MEMBERSHIP DUES - LHMA, INC	500.00	5.43	1,840.00	5.89
MEMBERSHIP DUES - FIRST CITY	200.00	2.17	430.00	1.38
MEMBERSHIP DUES - PARKER	60.00	0.65	540.00	1.73
MEMBERSHIP DUES - HARVEY	1,000.00	10.85	1,380.00	4.42
Total Revenues	9,215.00	100.00	31,252.54	100.00
Cost of Sales				
COST OF SALES - PARKER	0.00	0.00	252.56	0.81
Total Cost of Sales	0.00	0.00	252.56	0.81
Gross Profit	9,215.00	100.00	30,999.98	99.19
Expenses				
CASH SHORT/OVER - PARKER	(0.62)	(0.01)	(0.60)	0.00
UTILITIES - FIRST CITY	364.82	3.96	3,915.83	12.53
UTILITIES - PARKER	549.93	5.97	6,211.03	19.87
UTILITIES - HARVEY	442.96	4.81	5,054.01	16.17
TELEPHONE - FIRST CITY	0.00	0.00	687.67	2.20
TELEPHONE - PARKER	154.97	1.68	763.80	2.44
TELEPHONE - HARVEY	0.00	0.00	687.69	2.20
SUPPLIES - LHMA	0.00	0.00	31.17	0.10
SUPPLIES - FIRST CITY	0.00	0.00	13.98	0.04
SUPPLIES - PARKER	48.00	0.52	146.46	0.47
CREDIT CARD FEES - PARKER	0.00	0.00	87.64	0.28
BLDG REPAIR/MAINT - FIRST CIT	0.00	0.00	708.44	2.27
BLDG REPAIR/MAINT - HARVEY	0.00	0.00	2,000.00	6.40
CAROUSEL REPAIR	0.00	0.00	321.75	1.03
INSURANCE - LHMA, INC.	0.00	0.00	6,000.00	19.20
INSURANE - PARKER	0.00	0.00	2,851.82	9.13
SPEC EVENTS COST - PARKER	0.00	0.00	1,701.93	5.45
SALES TAX EXP. - FIRST CITY	0.00	0.00	38.12	0.12
SALES TAX EXP. - PARKER	75.66	0.82	2,678.19	8.57
CLEANING/TRASH - PARKER	0.00	0.00	390.00	1.25
ADVERTISING - LHMA, INC.	0.00	0.00	289.00	0.92
ADVERTISING - FIRST CITY	0.00	0.00	254.99	0.82
ADVERTISING - PARKER	85.00	0.92	919.00	2.94
INTEREST EXPENSE - FIRST CITY	39.48	0.43	212.78	0.68
Total Expenses	1,760.20	19.10	35,964.70	115.08
Net Income	\$ 7,454.80	80.90	\$ (4,964.72)	(15.89)

For Management Purposes Only

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Five Months Ending May 31, 2025

Current Month

Year to Date

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Twelve Months Ending December 31, 2024

	Current Month		Year to Date	
Revenues				
SALES - FIRST CITY	\$ 0.00	0.00	\$ 634.44	0.52
SALES - PARKER	1,134.76	1.98	11,395.68	9.37
SALES - HARVEY	0.00	0.00	128.62	0.11
SMALL MALL SALES - PARKER	0.00	0.00	533.25	0.44
DONATIONS - LHMA, INC.	0.00	0.00	71.00	0.06
DONATIONS - FIRST CITY	241.58	0.42	4,495.34	3.70
DONATIONS - PARKER	146.25	0.26	1,605.35	1.32
DONATIONS - HARVEY	67.00	0.12	1,494.17	1.23
MEMORIALS - FIRST CITY	11,500.00	20.06	12,750.00	10.49
MEMORIALS - PARKER	0.00	0.00	370.00	0.30
MEMORIALS - HARVEY	7,500.00	13.08	7,525.00	6.19
CAROUSEL RIDES - PARKER	542.50	0.95	7,869.00	6.47
RENTAL INCOME - HARVEY	0.00	0.00	1,900.00	1.56
PARTY ROOM - PARKER	600.00	1.05	8,370.00	6.89
PENNY PRESS - PARKER	0.00	0.00	200.00	0.16
WISHING WELL - PARKER	0.00	0.00	42.45	0.03
TOURS - FIRST CITY	0.00	0.00	1,130.00	0.93
TOURS - PARKER	285.00	0.50	6,682.25	5.50
TOURS - HARVEY	0.00	0.00	5.00	0.00
INTEREST INCOME - LHMA, INC	34.70	0.06	443.04	0.36
INTEREST INCOME - FIRST CITY	6.04	0.01	88.19	0.07
INTEREST INCOME - PARKER	0.00	0.00	62.17	0.05
SPECIAL EVENTS - LHMA	(4,697.00)	(8.19)	9,004.00	7.41
SPECIAL EVENTS - FIRST CITY	3,902.00	6.81	3,902.00	3.21
SPEC. EVENTS (ATOL) - PARKER	3,452.00	6.02	3,902.00	3.21
SPECIAL EVENTS - HARVEY	3,902.00	6.81	3,902.00	3.21
SMALL MALL - PARKER	23,501.45	40.99	23,740.45	19.53
PANCAKES - PARKER	4,256.97	7.43	4,256.97	3.50
SMALL MALL RAFFLE - PARKER	953.00	1.66	1,085.00	0.89
MEMBERSHIP DUES - LHMA, INC	0.00	0.00	1,400.00	1.15
MEMBERSHIP DUES - FIRST CITY	0.00	0.00	1,990.00	1.64
MEMBERSHIP DUES - PARKER	0.00	0.00	390.00	0.32
MEMBERSHIP DUES - HARVEY	0.00	0.00	200.00	0.16
Total Revenues	57,328.25	100.00	121,567.37	100.00
Cost of Sales				
COST OF SALES - FIRST CITY	0.00	0.00	258.47	0.21
COST OF SALES - PARKER	0.00	0.00	5,146.76	4.23
COST OF SALES - HARVEY	0.00	0.00	45.40	0.04
COST OF CONSIGNED SALES - CWP	2,475.38	4.32	2,475.38	2.04
Total Cost of Sales	2,475.38	4.32	7,926.01	6.52
Gross Profit	54,852.87	95.68	113,641.36	93.48
Expenses				
CASH SHORT/OVER - PARKER	(1.29)	0.00	(8.99)	(0.01)
STORM WATER FEES - FIRST CIT	675.00	1.18	675.00	0.56
STORM WATER FEES - CAROUSEL	675.00	1.18	675.00	0.56
STORM WATER FEES - HARVEY	337.50	0.59	337.50	0.28
UTILITIES - FIRST CITY	195.90	0.34	5,136.76	4.23
UTILITIES - PARKER	138.20	0.24	12,544.29	10.32
UTILITIES - HARVEY	260.96	0.46	5,834.45	4.80
TELEPHONE - FIRST CITY	139.98	0.24	1,660.72	1.37
TELEPHONE - PARKER	144.97	0.25	1,769.64	1.46
TELEPHONE - HARVEY	139.98	0.24	1,540.69	1.27
SUPPLIES - FIRST CITY	18.19	0.03	60.92	0.05

For Management Purposes Only

LEAVENWORTH HISTORICAL MUSEUM ASSOC.

Income Statement

For the Twelve Months Ending December 31, 2024

	Current Month		Year to Date	
SUPPLIES - PARKER	229.00	0.40	2,910.50	2.39
DUES & MEETINGS - LHMA, INC	0.00	0.00	529.00	0.44
BANK CHARGES - LHMA	0.00	0.00	3.09	0.00
BANK CHARGES - CWP	0.00	0.00	10.00	0.01
CREDIT CARD FEES - PARKER	0.00	0.00	2,206.23	1.81
CREDIT CARD FEES - HARVEY	0.00	0.00	14.94	0.01
BLDG REPAIR/MAINT - PARKER	0.00	0.00	11,259.99	9.26
BLDG REPAIR/MAINT - HARVEY	2,000.00	3.49	4,209.21	3.46
CAROUSEL REPAIR	0.00	0.00	322.00	0.26
INSURANCE - LHMA, INC.	0.00	0.00	6,000.00	4.94
INSURANCE - FIRST CITY	0.00	0.00	4,983.00	4.10
INSURANE - PARKER	0.00	0.00	9,440.14	7.77
INSURANCE - HARVEY	0.00	0.00	3,447.00	2.84
SPEC EVENTS COST - LHMA, INC	0.00	0.00	486.66	0.40
SPEC EVENTS COST - PARKER	1,042.62	1.82	5,977.85	4.92
MUSEUM DISPLAYS - FIRST CITY	0.00	0.00	195.30	0.16
MUSEUM DISPLAYS - CAROUSEL	0.00	0.00	17.00	0.01
SALES TAX EXP. - FIRST CITY	9.27	0.02	86.50	0.07
SALES TAX EXP. - PARKER	93.63	0.16	3,145.59	2.59
SALES TAX EXP. - HARVEY	0.41	0.00	0.42	0.00
CLEANING/TRASH - FIRST CITY	0.00	0.00	280.00	0.23
CLEANING/TRASH - PARKER	0.00	0.00	1,380.00	1.14
ADVERTISING - LHMA, INC.	0.00	0.00	610.00	0.50
ADVERTISING - FIRST CITY	0.00	0.00	590.00	0.49
ADVERTISING - PARKER	170.00	0.30	2,088.00	1.72
ADVERTISING - HARVEY	0.00	0.00	85.00	0.07
INTEREST EXPENSE - FIRST CITY	0.00	0.00	685.02	0.56
Total Expenses	6,269.32	10.94	91,188.42	75.01
Net Income	\$ 48,583.55	84.75	\$ 22,452.94	18.47

GENERAL OPERATING FUND**CW Parker Carousal Museum****DEPARTMENT / DIVISION SPENDING SUMMARY**

EXPENDITURES	2026 Requested
CW Parker Carousal Museum	
3 HVAC Package AC coils \$850 each	\$2,550
3 HVAC 7/8 x 1/2 Refrigerate Line Sets \$350 each	\$1,050
1 Trane 5 Ton Condensor HVAC \$1250	\$1,250
Outdoor LCD Advertising Sign	7,500
Total	\$ 12,350 \$

The request is to help with the replacement of 3 HVAC systems that have reached their useful life and would like to replace them with energy efficient units to reduce operating cost.

We would also like to install an outside LCD advertising sign that would allow the public to see what is currently going on at the Parker Carousel Museum.

GENERAL OPERATING FUND**Richard Allen Cultural Center****DEPARTMENT / DIVISION SPENDING SUMMARY**

EXPENDITURES	2024 ACTUAL	2024	2024 Projection	2025 budget
Richard Allen Cultural Center				
Budgeted Program and Activities				
Budgeted Income				
Annual Donations	\$6,136		\$5,000	\$7,056
Memberships	\$4,240		\$4,200	\$4,876
Grants	\$20,590		\$20,590	\$23,678
Fund Raisers	\$40,905		\$40,000	\$47,041
Tours	\$2,850		\$3,000	\$3,277
Workshops	\$200		\$200	\$230
Gift Shop Income	\$2,082		\$2,500	\$2,394
Total Budgeted Income	\$77,003		\$75,490	\$88,552
Budgeted Expenses				
Personnel Administration				
Director (Taxes, Etc.)	\$36,000		\$36,000	\$36,000
Staff Development/Convention Fees	\$2,500		\$2,500	\$2,875
Travel Expenses	\$500		\$500	\$575
401K Plan	\$4,833		\$6,000	\$0
Total Personnel Administration	\$42,633		\$45,000	\$39,450
Facilities Administration				
Operation Expenses				
TYCO (ADT) Building Security	\$3,066		\$3,066	\$3,066
Annual NP Privilege Fee	\$50		\$50	\$50
Building Insurance	\$2,100		\$2,100	\$2,100
Building Maintenance	\$3,765		\$3,765	\$4,330
Computer and Software Expenses, Web page	\$1,000		\$1,000	\$1,000
Fund Raising Expense	\$2,525		\$3,000	\$3,000
Janitorial Expenses. (Donated)	\$0		\$0	\$0
Office Supplies	\$200		\$200	\$300
Printing Expense	\$328		\$500	\$328

Telephone/Internet Expense	\$1,620	\$1,620	\$1,635
Utilities	\$5,500	\$5,500	\$5,570
CPA	\$2,000	\$2,000	\$2,000
IRS Payments	\$8,712		\$10,000
Scholarship Recognition Luncheon	\$100	\$100	\$100
Appreciation Expense	\$400	\$400	\$400
Gift Shop Expense/Square	\$2,000	\$2,000	\$2,000
Total Facilities Expenses	\$31,153	\$25,301	\$35,879
Total Budgeted Expenses	\$73,786	\$70,301	\$75,329
Total Budgeted Income	\$77,003	\$75,490	\$76,704
 Net Income/Loss	 \$3,217	 \$5,189	 \$1,375

FUNDRAISERS FOR 2023:

** Motown Dance	\$6,200	
** Jazz By The River	\$19,500	
** Christmas Tea	\$3,404	
** Membership	\$5,100	
** Donations	\$10,000	
** Grants Total:	\$32,500	\$
Grand Total:	\$76,704	

Richard Allen Cultural Center & Museum

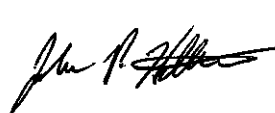
412 Kiowa Street, Leavenworth, KS 66048

Contact: Mr. John P. Hutchinson, Executive Director of Richard Allen Cultural Center & Museum

Phone: 913-683-4471

Email: Honoringa.a.vets@gmail.com

Submitted by: John P. Hutchinson

 **RACC&M**
1992

The Richard Allen Cultural Center & Museum (RACC) was established to preserve and honor African American history in Leavenworth County. Located in the former home of U.S. Army Capt. William Bly, a Buffalo Soldier from World War I, the museum recreates the feel of an early 1900s home. In 2003, an expansion was added to display more artifacts celebrating the achievements and legacy of African Americans in the region. Our collection features notable figures such as Mr. Donald Hollowell (civil rights attorney for Dr. Martin Luther King Jr.), former U.S. Senator Hiram Revels, and the only known BDU uniform of General Colin Powell displayed in the United States.

Intended Use of Funds

Funding from the County would be essential to sustain and expand our core programming and outreach while addressing critical facility improvements. Specifically, we request financial assistance for the following areas:

Marketing and Visitor Engagement

- **Outdoor Digital Signage:** One 40" x 14" double-sided LED digital advertising sign to increase visibility and awareness.

Estimated Cost: \$500

- **Interactive Exhibits:** Six 32” indoor digital standing kiosks to modernize visitor interaction and accessibility of museum content.

Estimated Cost: \$900 per unit / \$5,400 total

Facility Improvements and Expansion

- **Campus Expansion:** Acquisition and renovation of adjacent property to house additional historical exhibits.

Estimated Cost: \$300,000

- **Roof Repair/Replacement:** Necessary to preserve existing structures and prevent damage to irreplaceable historical artifacts.

Estimated Cost: \$50,000

Community Outreach and Educational Programming

- **Youth Mentoring and Tutoring Program:** Free support for students in Leavenworth County.
- **Annual Backpack Giveaway:** Provides school supplies to students in need. Supplies are partially donated and supplemented by purchased items.
- **“Jazz by the River” Festival:** A signature fundraising event supporting the museum and youth programs.
- **Community Easter Egg Hunt:** Serves hundreds of families and distributes 4,000–6,000 donated eggs annually.

- Annual Community Easter Egg Hunt supported by hundreds of donated pre-filled easter eggs by various business ,organizations and members of the community. (Receive about 4,000 to 6,000 eggs).

Justification for County Support

County funds are vital to our ability to operate and grow. While community support and donations help sustain our efforts, larger infrastructure improvements and technology upgrades exceed our current funding capacity. County investment will allow us to modernize exhibits, increase community engagement, and ensure the preservation of regional African American history for future generations.

We look forward to the opportunity to present our request at the June 25th Work Session and thank the Board of County Commissioners for their continued support of our mission.

RICHARD ALLEN CULTURAL CENTER AND MUSEUM

TREASURE REPORT

MAY 19,2025 – JUNE 16, 2025

RICHARD ALLEN CULTURAL CENTER ACCOUNT BALANCES

Edward Jones \$74,897.86 (+8,993.26)

Exchange Bank \$73,164.37

Exchange Bank Certificate* (New CD) \$20,967.88

Mutual Savings Account \$633.59

Total Balance: \$ 169,633.70

Prepared by:

//Signed//

Samuel L. Moore

Treasurer

Richard Allen Cultural Center and Museum



PO Box 189
Atchison KS 66002

1610777

RICHARD ALLEN CULTURAL CENTER & MUSEUM
412 KIOWA STREET
LEAVENWORTH KS 66048

Account Number: [REDACTED]
Statement Date: 5/31/25
Page Number: 1
Items: 5

SMALL BUSINESS #: 4165336

Previous Balance on	4/30/25	\$	79,650.81
2 Deposits and Other Additions (Credits)		+	1,453.00
8 Checks and Other Charges (Debits)		-	6,233.76
Current Balance on	5/31/25	\$	74,870.05

CHECKING ACCOUNT TRANSACTIONS

5/14/25	REGULAR DEPOSIT	683.00	+
5/23/25	REGULAR DEPOSIT	770.00	+
5/01/25	AUTOMATIC DEBIT TYCO IS TYCO ISACH	2,590.76	-
5/15/25	AUTOMATIC DEBIT IRS USATAXPYMT	1.00	-
5/16/25	AUTOMATIC DEBIT CAPITAL ONE CRCARDPMT	955.15	-
5/29/25	AUTOMATIC DEBIT LEAVENWORTHWATER WATER	71.41	-
5/30/25	AUTOMATIC DEBIT To EBT for Business Bill Pay	5.00	-

check #	Date Paid	Amount	check #	Date Paid	Amount
1059	5/27/25	70.00	1061	5/14/25	1,270.22
1060	5/28/25	1,270.22			

DAILY BALANCE SUMMARY

Balance	Date	Balance	Date	Balance	Date	Balance	Date
79,650.81	4/30	76,471.83	5/15	76,216.68	5/27	74,870.05	5/30
77,060.05	5/01	75,516.68	5/16	74,946.46	5/28		
76,472.83	5/14	76,286.68	5/23	74,875.05	5/29		
Average Ledger Balance for Period was				76,266.68			

