

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
July 5, 2023
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.

- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the meeting of June 28, 2023
 - b) Approval of the schedule for the week July 10, 2023
 - c) Approval of the check register

d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

a) Consider a motion to approve Resolution 2023-15, a rezone request from RR-5 to RR-2.5 located at 24971 & 00000 Tonganoxie Drive.

b) Consider a motion to approve Resolution 2023-16, a rezone request from RR-5 to Planned Unit Development located at 17271 & 17251 Hollingsworth Road.

c) Consider a motion to conditionally approve Resolution 2023-17, a special use permit for Faster Dynamics, an auto service and repair shop located at 00000 George Road.

d) Consider a motion to approve a road improvement agreement.

e) Consider a motion to approve Board Order 2023-4, memorializing findings previously made by the Board upon the hearing of the matter of the vacation of an unused portion of State Street.

f) Consider a motion to approve a first amendment to contract for certain improvements to 155th Street as it lies in the city of Basehor and the waiver by the city of Basehor of connection fees for Sewer District #5.

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

a) Discussion on 2024 Budget

b) Executive session to discuss attorney/client privileges

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, July 3, 2023

Tuesday, July 4, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF INDEPENDENCE DAY

Wednesday, July 5, 2023

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

Thursday, July 6, 2023

Friday, July 7, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****June 28, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, June 28, 2023. Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Commissioner Kaaz is absent; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Edd Hingula, Leavenworth City Commissioner; David Frese, Mayor of Tonganoxie; John Richmeier, Leavenworth Times

Residents: John Matthews, Kirstin Workman, Steven and Maria Cox, Wayne Smith

PUBLIC COMMENT:

Kirstin Workman commented on an agenda item.

ADMINISTRATIVE BUSINESS:

Commissioner Doug Smith inquired about a work session with the Planning Commission.

Commissioner Stieben stated he is still receiving concerns about Flatlands. He also spoke about the speed limit on George Road.

A motion was made by Commissioner Stieben to adopt the policy that staff prepared for temporarily lowering those speeds.

Motion dies for lack of a second.

It was the consensus of the Board to have a George Road on the agenda for July 12th with a traffic count.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, June 28, 2023 as presented.

Motion passed, 4-0.

Discussion took place regarding the 2024 Leavenworth County budget.

Commissioner Culbertson made a statement about taxation.

Commissioner Mike Smith stated the city of Lansing will have their annual fireworks show on Saturday, July 1 at Town Center.

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

Commissioner Stieben reported the Farmer's Market is open in Tonganoxie on Thursday from 5:00 p.m. to 8:00 p.m.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to adjourn.
Motion passed, 4-0.

The Board adjourned at 10:31 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, July 10, 2023

Tuesday, July 11, 2023

Wednesday, July 12, 2023

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

4:30 p.m. Work session with Planning Commission
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, July 13, 2023

12:00 p.m. LCDC meeting

Friday, July 14, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-001-5-53-215	4013-01994 UNIFORM RENTALS	79.46	
							*** VENDOR		4120 TOTAL
									158.92
20588	ADVANTAGE	ADVANTAGE PRINTING	335226	103838 AP	06/30/2023	3-001-5-07-303	SHERIFF ACCT 648 BUSINESS CARD	70.00	
249	AMBERWELL	ATCHISON HOSPITAL	335227	103839 AP	06/30/2023	3-001-5-07-206	LEAV CO SHERIFF NEW EMPLOYEE T	560.00	
6049	AT&T	AT&T	335197	103825 AP	06/27/2023	3-001-5-18-213	913 A02-07248538 ACCESS FEES	1,688.37	
6049	AT&T	AT&T	335197	103825 AP	06/27/2023	3-001-5-18-213	913 A02-07248538 ACCESS FEES	1,777.09	
6049	AT&T	AT&T	335197	103825 AP	06/27/2023	3-001-5-18-213	913 A02-07248538 ACCESS FEES	1,682.07	
							*** VENDOR		6049 TOTAL
									5,147.53
1523	BOB BARKER	BOB BARKER CO INC	335228	103840 AP	06/30/2023	3-001-5-07-359	LEAKS4 JAIL SUPPLIES	431.28	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	335229	103841 AP	06/30/2023	3-001-5-07-213	LVSO ACCT 268 UNIT 142 VEH MAI	109.95	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	335198	103826 AP	06/27/2023	3-001-5-14-220	20642-12019039952304 GAS SERVI	909.28	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	335198	103826 AP	06/27/2023	3-001-5-32-392	20642-12019296502304 GAS SERVI	1,358.09	
							*** VENDOR		5637 TOTAL
									2,267.37
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-02-301	CLERK:HK:OFFICE SUPPLIES	39.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-02-301	CO CLERK:DILLONS-EMPLOYEE APPR	66.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-04-211	ROD:LOGING,TRAVEL FIDLAR SEMIN	245.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-202	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	111.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-203	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	82.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-205	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	22.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-212	EMS:CONTR,RED WASTE, FIELD/OFC	99.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-05-215	FREESTATE ELEC SVC EMS 9102	325.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-05-215	WASTE MGMT NOX WEED,EMS 9102	173.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-216	EMS:CONTR,RED WASTE, FIELD/OFC	418.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-05-280	MIDWEST MOBILE RADIO MONLTHLY	438.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-282	EMS:CONTR,RED WASTE, FIELD/OFC	363.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-301	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	19.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-301	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	29.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-301	EMS:CONTR,RED WASTE, FIELD/OFC	577.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-306	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	316.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-306	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	126.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-350	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	9.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-350	EMS:CONTR,RED WASTE, FIELD/OFC	595.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-381	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	185.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-381	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	20.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-381	EMS:CONTR,RED WASTE, FIELD/OFC	6,453.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-383	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	40.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-05-383	EMS:JM,PM,MW,MS,TS,CJ:VEH/QTRS	199.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-06-216	AT&T MOBILITY - CODE ENFORCEME	86.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-06-301	SAFETY/PLANNING:SS PRIZE, SUPP	36.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-202	AMERICAN RED CROSS TRAINING	1,100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-203	LVSO:TECH,JAIL,DUES,TVL+	5.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-203	LVSO:TECH,JAIL,DUES,TVL+	225.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-203	LVSO:TECH,JAIL,DUES,TVL+	70.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-208	FIRST ADVANTAGE BACKGROUND CHE	28.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-208	MIDWEST MOBILE RADIO MONLTHLY	1,640.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-209	LVSO:CM:WEATHERTAP	99.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-210	AT&T LVSO 5018	92.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-210	AT&T LVSO 1005	5,746.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-210	AT&T LVSO 1113	377.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-211	LVSO:TECH,JAIL,DUES,TVL+	696.66	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-213	LVSO:TECH,JAIL,DUES,TVL+	5.29	

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-216	CHARTER COMMS - INTERNET FOR E		74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-218	LVSO:TECH,JAIL,DUES,TVL+		10.61	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-219	LVSO:TECH,JAIL,DUES,TVL+		304.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-219	CHARTER INTERNET FOR MENTAL HE		182.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-07-223	6-35 FREESTATE ELEC SVC QUARRY		437.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-251	LVSO:TECH,JAIL,DUES,TVL+		6.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-262	LVSO:TECH,JAIL,DUES,TVL+		1,178.74	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-262	LVSO:TECH,JAIL,DUES,TVL+		5.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-301	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		673.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-301	LVSO:TECH,JAIL,DUES,TVL+		155.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-302	LVSO:TECH,JAIL,DUES,TVL+		125.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-350	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		383.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-353	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		195.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-355	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		221.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-357	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		69.81	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-357	LVSO:TECH,JAIL,DUES,TVL+		221.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-359	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		9.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-359	LVSO:TECH,JAIL,DUES,TVL+		1,770.78	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-362	LVSO:MCCAULLY:OFC,TECH,JAIL,UN		750.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-07-362	LVSO:TECH,JAIL,DUES,TVL+		156.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-09-202	RM:CLE,KANSAS BAR,US DIST CT		445.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-09-203	RM:CLE,KANSAS BAR,US DIST CT		390.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-09-301	RM:CLE,KANSAS BAR,US DIST CT		138.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-202	COATTY:LG:TNG REGISTRATION,USD		300.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-203	COATTY:LG:TNG REGISTRATION,USD		25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-203	CO ATTY:TT:KS JUDICIAL BR REG,		1,625.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-301	COATTY:LG:TNG REGISTRATION,USD		354.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-301	CO ATTY:NT:SUPPLIES		222.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-11-503	LAW ENFORCEMENT FEE 22-3306		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-11-503	LAW ENFORCEMENT FEE WRONG VEND		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-14-220	FREESTATE ELEC SVC 725 LAMING		748.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-14-229	SPC BLDG:JC,CTHSE,CUSHING,SD J		354.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-14-332	LVSO:TECH,JAIL,DUES,TVL+		54.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-18-213	IS: CONTR ACCESS FEES		938.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-18-213	SPECTRUM - COMMUNICAITONS - AC		2,001.35	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-19-203	DIST CT:SC:DUES,POWER CORDS		1,100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-19-301	DIST CT:SC:DUES,POWER CORDS		56.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-23-202	ADMIN:TC:LODGING,CONF REG		155.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-23-213	ADMIN:TC:LODGING,CONF REG		129.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-23-213	ADMIN:TC:LODGING,CONF REG		225.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-23-213	ADMIN:TC:LODGING,CONF REG		311.79	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-28-223	HR:EMPLOYEE APPRECIATION LUNCH		197.37	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-290	SPC BLDG:JC,CTHSE,CUSHING,SD J		86.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-293	SPC BLDG:JC,CTHSE,CUSHING,SD J		174.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-297	SPC BLDG:JC,CTHSE,CUSHING,SD J		68.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-301	SPC BLDG:JC,CTHSE,CUSHING,SD J		50.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-312	JC/CTHSE:EC:BLGD MAINT,SAFETY,		64.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-312	NJ:CTHSE,JC MATERIAL,EQUIP PAR		578.39	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-312	SPC BLDG:JC,CTHSE,CUSHING,SD J		1,362.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-313	SPC BLDG:JC,CTHSE,CUSHING,SD J		323.89	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-320	NJ:CTHSE,JC MATERIAL,EQUIP PAR		27.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-322	NJ:CTHSE,JC MATERIAL,EQUIP PAR		259.99	

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-322	SPC BLDG:JC,CTHSE,CUSHING,SD J		1,167.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-383	JC/CTHSE:EC:BLGD MAINT,SAFETY,		213.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-383	SPC BLDG:JC,CTHSE,CUSHING,SD J		53.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-390	SPC BLDG:JC,CTHSE,CUSHING,SD J		759.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-31-391	SPC BLDG:JC,CTHSE,CUSHING,SD J		526.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-296	SPC BLDG:JC,CTHSE,CUSHING,SD J		964.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-297	SPC BLDG:JC,CTHSE,CUSHING,SD J		480.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-391	BG:SN:BLDG MAINT SUPPLIES		98.19	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-391	JC/CTHSE:EC:BLGD MAINT,SAFETY,		215.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-391	NJ:CTHSE,JC MATERIAL,EQUIP PAR		242.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-32-391	SPC BLDG:JC,CTHSE,CUSHING,SD J		329.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-209	SPC BLDG:JC,CTHSE,CUSHING,SD J		43.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-296	SPC BLDG:JC,CTHSE,CUSHING,SD J		925.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-297	SPC BLDG:JC,CTHSE,CUSHING,SD J		237.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-391	CUSHING:RT BLDG MAINT		33.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-391	ZF:BLDG MAINT,SD PARTS, PUMP R		487.81	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-33-391	SPC BLDG:JC,CTHSE,CUSHING,SD J		389.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-41-201	APPRAISER:WM:COMPUTER/OFC SUPP		72.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-41-211	APPRAISER:WM:COMPUTER/OFC SUPP		15.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-41-301	APPRAISER:WM:COMPUTER/OFC SUPP		457.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-41-371	APPRAISER:WM:COMPUTER/OFC SUPP		194.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-42-203	GIS: SS/PW ESRI, TNG KAM, ARCG		37.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-42-203	GIS: SS/PW ESRI, TNG KAM, ARCG		9,440.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-42-285	GIS: SS/PW ESRI, TNG KAM, ARCG		350.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-42-293	GIS: SS/PW ESRI, TNG KAM, ARCG		240.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-49-301	ELECTION:CLERK:CARDS,SLEEVES,P		73.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-53-203	NW:KH,AP:EQUIP MAINT/PARTS,LIC		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-001-5-53-207	WASTE MGMT NOX WEED,EMS 9102		101.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-53-216	NW:KH,AP:EQUIP MAINT/PARTS,LIC		15.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-53-308	NW:KH,AP:EQUIP MAINT/PARTS,LIC		282.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-53-308	NW:KH,AP:EQUIP MAINT/PARTS,LIC		1,508.07	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-001-5-82-301	SAFETY/PLANNING:SS PRIZE, SUPP		73.97	
							*** VENDOR	648 TOTAL		61,009.20
690	DEVLIN, KATHRYN	KATIE DEVLIN	335233	103846 AP	06/30/2023	3-001-5-11-202	REIMB KCDAA VIRTUAL SPRING CON		50.00	
10	DH PACE	DH PACE SYSTEMS INTERGRATION	335234	103847 AP	06/30/2023	3-001-5-05-383	34393-009 ADDITIONAL CARDS (EM		1,497.00	
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	335235	103848 AP	06/30/2023	3-001-5-07-301	1 TONER		76.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	335200	103832 AP	06/27/2023	3-001-5-05-215	ELEC SVC EMS 9101		674.77	
86	EVERGY	EVERGY KANSAS CENTRAL INC	335200	103832 AP	06/27/2023	3-001-5-14-220	ELEC SVC COURTHOUSE		10,761.43	
86	EVERGY	EVERGY KANSAS CENTRAL INC	335200	103832 AP	06/27/2023	3-001-5-32-392	ELEC SVC JUSTICE CENTER		23,055.18	
86	EVERGY	EVERGY KANSAS CENTRAL INC	335200	103832 AP	06/27/2023	3-001-5-32-392	ELEC SVC OLD KPL BLDG		29.51	
							*** VENDOR	86 TOTAL		34,520.89
8726	FAGAN COMPANY	FAGAN COMPANY	335239	103852 AP	06/30/2023	3-001-5-32-209	24520 CUSHING AND JC SVC CALLS		4,176.35	
8726	FAGAN COMPANY	FAGAN COMPANY	335239	103852 AP	06/30/2023	3-001-5-33-209	24520 CUSHING AND JC SVC CALLS		270.90	
							*** VENDOR	8726 TOTAL		4,447.25
2195	GARCIA CLINICAL	GARCIA CLINICAL LABORATORY	335242	103855 AP	06/30/2023	3-001-5-07-219	SHERIFF MAY LAB SERVICES		45.00	
4465	GRONIS	GRONIS HARDWARE INC	335243	103856 AP	06/30/2023	3-001-5-07-357	JAIL MAINT, SHERIFF EXP		26.99	
4465	GRONIS	GRONIS HARDWARE INC	335243	103856 AP	06/30/2023	3-001-5-07-357	JAIL MAINT, SHERIFF EXP		19.94	
4465	GRONIS	GRONIS HARDWARE INC	335243	103856 AP	06/30/2023	3-001-5-07-357	JAIL MAINT, SHERIFF EXP		38.30	
4465	GRONIS	GRONIS HARDWARE INC	335243	103856 AP	06/30/2023	3-001-5-07-360	JAIL MAINT, SHERIFF EXP		12.60	
							*** VENDOR	4465 TOTAL		97.83
236	INTERPRETERS	INTERPRETERS INC	335248	103861 AP	06/30/2023	3-001-5-19-221	DIST CT INTERPRETERS 6/9 AND 6		333.60	
1138	KELLER FIRE SAFETY	KELLER FIRE SAFETY	335251	103864 AP	06/30/2023	3-001-5-33-266	LEAVEN CUSHING SVC CALL		974.03	

warrants by vendor

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
1138	KELLER FIRE SAFETY	KELLER FIRE SAFETY	335251	103864 AP	06/30/2023	3-001-5-33-266	LEAVEN - CUSHING SVC CALL AHU-	690.00	
							*** VENDOR		
							1138 TOTAL		1,664.03
43	LAMAR TEXAS	LAMAR TEXAS LIMITED PARTNERSHI	335254	103867 AP	06/30/2023	3-001-5-04-301	816141 PROPERTY FRAUD ALERT BI	650.00	
28529	LEADSONLINE LLC	LEADSONLINE LLC	335255	103868 AP	06/30/2023	3-001-5-07-208	LEAVEN SHERIFF TOTALTRACK SUB	4,872.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLI	128.36	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLI	9.77	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLI	707.05	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLI	325.54	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-301	SHERIFF JAIL AND OFFICE SUPPLI	325.54	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-359	LEAV SHERIFF JAIL SUPPLIES	294.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-001-5-07-359	SHERIFF JAIL AND OFFICE SUPPLI	664.32	
							*** VENDOR		
							4755 TOTAL		1,803.50
9762	LVPD	LEAVENWORTH POLICE DEPT	335259	103872 AP	06/30/2023	3-001-5-11-503	LAW ENFORCEMENT FEE 23-4812	100.00	
661	MAINSTREET	CDJ AUTOMOTIVE LLC	335260	103873 AP	06/30/2023	3-001-5-07-213	LVSO UNIT 116 SERVICE	383.20	
17197	MIAMI CO A	MIAMI COUNTY ATTORNEY	335262	103875 AP	06/30/2023	3-001-5-19-222	REVIEW FEE AR (LVCO 2019CR490)	50.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-001-5-11-303	OPL305_K COPIER COSTS	35.52	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	335265	103878 AP	06/30/2023	3-001-5-53-305	1252 CHEMICALS	10,314.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	335265	103878 AP	06/30/2023	3-001-5-53-305	1252 CHEMICALS	1,232.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	335265	103878 AP	06/30/2023	3-001-5-53-305	1252 CHEMICALS	3,474.00	
							*** VENDOR		
							4583 TOTAL		15,020.00
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-001-5-04-301	3309088 REG OF DEEDS OFFICE SU	233.47	
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-001-5-07-301	8333027 OFFICE AND JAIL SUPPLI	247.47	
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-001-5-28-301	5643954 HR OFFICE SUPPLIES	60.98	
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-001-5-28-301	5643954 HR OFFICE SUPPLIES	140.04	
							*** VENDOR		
							7098 TOTAL		681.96
29720	SCHWINN EL	SCHWINN ELECTRIC	335271	103884 AP	06/30/2023	3-001-5-32-209	JUSTICE CENTER SVC CALL-SOFFIT	190.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-211	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	15.30	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-211	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	115.17	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-211	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	35.64	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-211	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	130.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-351	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	7.96	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-357	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	75.69	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-360	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	68.75	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-07-360	UNIFORM, TRAVEL, JAIL, SHERIFF, FU	32.61	
6148	SHERIFF	LEAV CO SHERIFF DEPT	335272	103885 AP	06/30/2023	3-001-5-14-332	UNIFORM, TRAVEL, JAIL, SHERIFF, FU		
							*** VENDOR		
							6148 TOTAL		481.12
6377	SHERIFF	LEAV CO SHERIFF	335273	103886 AP	06/30/2023	3-001-5-11-503	LAW ENFORCEMENT FEE 22-3306	100.00	
248	SUMMIT FOOD	ELIOR, INC	335274	103887 AP	06/30/2023	3-001-5-07-261	C74100 INMATE MEALS	5,887.99	
248	SUMMIT FOOD	ELIOR, INC	335274	103887 AP	06/30/2023	3-001-5-07-261	C74100 INMATE MEALS	5,777.70	
							*** VENDOR		
							248 TOTAL		11,665.69
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	335276	103889 AP	06/30/2023	3-001-5-07-262	6790 ADD COMTY INVOLVEMENT POR	1,596.45	
29161	TONGANOXIE	TONGANOXIE POLICE DEPT	335278	103891 AP	06/30/2023	3-001-5-11-503	LAW ENFORCEMENT FEE 22-951	100.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-01-302	MAY POSTAGE	12.60	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-02-302	MAY POSTAGE	7.80	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-03-302	MAY POSTAGE	38.28	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-05-302	MAY POSTAGE	889.32	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-06-302	MAY POSTAGE	56.52	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-07-302	MAY POSTAGE	289.18	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-09-232	MAY POSTAGE	13.80	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-11-302	MAY POSTAGE	667.03	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-14-302	MAY POSTAGE	25.05	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-19-302	MAY POSTAGE	880.24	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-28-302	MAY POSTAGE	45.01	

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-41-302	MAY POSTAGE		1,532.33	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-49-302	MAY POSTAGE		176.40	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-49-343	MAY POSTAGE		9.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-001-5-53-301	MAY POSTAGE		6.42	
							*** VENDOR	575 TOTAL		4,648.98
78	VAN PARYS	DAVID VAN PARYS CO COUNSELOR	335282	103895 AP	06/30/2023	3-001-5-09-205	REIM MILEAGE LAWRENCE, KS		41.92	
2	WATER DEPT	WATER DEPT	335204	103836 AP	06/27/2023	3-001-5-05-215	WATER SVC EMS 9103		55.67	
2	WATER DEPT	WATER DEPT	335204	103836 AP	06/27/2023	3-001-5-32-392	WATER SVC KPL BLDG		15.62	
							*** VENDOR	2 TOTAL		71.29
100	WITNESS LIST									
							*** VENDOR	100 TOTAL		211.46
							TOTAL FUND 001			155,188.94

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-211	HEALTH:CONTRACTUAL, PP, PHEP, WIC		1.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-213	HEALTH:CONTRACTUAL, PP, PHEP, WIC		216.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-219	HEALTH:CONTRACTUAL, PP, PHEP, WIC		269.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-280	HEALTH:CONTRACTUAL, PP, PHEP, WIC		2,060.21	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-301	HEALTH:CONTRACTUAL, PP, PHEP, WIC		195.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-380	HEALTH:CONTRACTUAL, PP, PHEP, WIC		699.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-381	HEALTH:CONTRACTUAL, PP, PHEP, WIC		100.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-384	HEALTH:CONTRACTUAL, PP, PHEP, WIC		989.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-601	HEALTH:CONTRACTUAL, PP, PHEP, WIC		107.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-108-5-00-601	MIDWEST MOBILE RADIO MONLTHLY		75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-108-5-00-606	HEALTH:CONTRACTUAL, PP, PHEP, WIC		771.27	
							*** VENDOR	648 TOTAL		5,484.97
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	335253	103866 AP	06/30/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS		1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	335253	103866 AP	06/30/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS		1,800.00	
							*** VENDOR	1629 TOTAL		3,600.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-108-5-00-301	OPK598_K HEALTH DEPT PRINTER M		70.37	
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	335269	103882 AP	06/30/2023	3-108-5-00-606	HEALTH DEPT INTERPRETING SERVI		47.95	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-108-5-00-302	MAY POSTAGE		140.07	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-108-5-00-606	MAY POSTAGE		190.47	
							*** VENDOR	575 TOTAL		330.54
							TOTAL FUND 108			9,533.83

24562	JJA	KDOC:DIV OF JUVENILE SERVICES	335202	103834 AP	06/27/2023	3-121-5-00-204	RETURNING FUNDS PROGRAM P2301-		5,894.00	
							TOTAL FUND 121			5,894.00

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-123-5-00-301	COMM CORR KH SUPPLIES, DRIVING		291.51	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-123-5-00-301	AT&T COMM CORR COMMUNICATIONS		50.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-123-5-00-301	COMM CORR KH:KDOR,GED AND PARE		22.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-123-5-00-301	COMM CORR KH:KDOR,GED AND PARE		164.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-123-5-00-301	COMM CORR KH:KDOR,GED AND PARE		483.84	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					*** VENDOR	648 TOTAL	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-123-5-00-301	COMM CORR OFFICE SUPPLIES	60.78		1,012.27	
276	WEX	WEX BANK	335290	65	06/30/2023	3-123-5-00-301	FUEL TO 6.23	85.08			
									TOTAL FUND 123	1,158.13	

20588	ADVANTAGE	ADVANTAGE PRINTING	335226	103838 AP	06/30/2023	3-126-5-00-321	ACCT 52 BUSINESS CARDS	500.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-210	AT&T COMM CORR COMMUNICATIONS	103.30			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-126-5-00-221	COMM CORR JV:FUEL,NADCP REG,RE	60.02			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-221	COMM CORR RB:VEH MAINT	60.44			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-126-5-00-222	COMM CORR JV:FUEL,NADCP REG,RE	2,685.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	859.83			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	713.70			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	713.70			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	52.38			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	218.15			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	50.02			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	188.64			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	20.31			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-222	COMM CORR:JVH-TRAINING,SUPPLIE	246.76			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-126-5-00-223	COMM CORR JV:FUEL,NADCP REG,RE	2,304.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-126-5-00-226	COMM CORR RB:SUPPLIES,CLIENT I	299.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-126-5-00-321	COMM CORR RB:SUPPLIES,CLIENT I	54.80			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-126-5-00-321	COMM CORR:JVH-TRAINING,SUPPLIE	349.93			
									*** VENDOR	648 TOTAL	4,371.98
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-126-5-00-321	5645204 COMM CORR OFFICE SUPPL	376.13			
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-126-5-00-321	MAY POSTAGE	42.04			
276	WEX	WEX BANK	335290	65	06/30/2023	3-126-5-00-221	FUEL TO 6.23	24.51			
									TOTAL FUND 126	5,314.66	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-127-5-00-3	COMM CORR RB:SUPPLIES,CLIENT I	132.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-127-5-00-3	COMM CORR:SH:STAFF B/D & FAREW	119.80			
									*** VENDOR	648 TOTAL	251.80
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	335249	103862 AP	06/30/2023	3-127-5-00-3	SMART SCREEN ANNUAL LICENSE FE	250.00			
									TOTAL FUND 127	501.80	

4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-133-5-00-215	6-42 4013-01993 UNIFORM RENTAL	233.84			
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-133-5-00-215	6-42 4013-01993 UNIFORM RENTAL	233.84			
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-133-5-00-312	6-42 4013-01993 UNIFORM RENTAL	197.21			
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-133-5-00-312	6-42 4013-01993 UNIFORM RENTAL	197.21			
									*** VENDOR	4120 TOTAL	862.10
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	335198	103826 AP	06/27/2023	3-133-5-00-304	6-50 20642-5600012304 GAS SERV	221.36			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-201	6-38 PW/BN/DB SUPPLIES,DUES,TV	10.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-133-5-00-207	MIDWEST MOBILE RADIO MONLTHLY	395.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-209	6-38 PW/BN/DB SUPPLIES,DUES,TV	179.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-209	6-38 PW/BN/DB SUPPLIES,DUES,TV	80.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-133-5-00-251	6-35 FREESTATE ELEC SVC QUARRY	57.46			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-301	6-38 PW/BN/DB SUPPLIES,DUES,TV	434.64			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-301	6-38 PW/BN/DB SUPPLIES,DUES,TV	61.09			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-310	6-39 ZE/VG/AA PARTS, SAFETY,TO	112.05			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-311	6-39 ZE/VG/AA PARTS, SAFETY,TO	204.91			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-312	6-39 ZE/VG/AA PARTS, SAFETY,TO	476.74			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-312	6-40 PARTS,SUPPLIES,FACILITY,A	179.91			

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-326	6-39 ZE/VG/AA PARTS, SAFETY,TO		31.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-326	6-40 PARTS,SUPPLIES,FACILITY,A		754.26	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-360	6-39 ZE/VG/AA PARTS, SAFETY,TO		181.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-360	6-39 ZE/VG/AA PARTS, SAFETY,TO		1,797.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-360	6-40 PARTS,SUPPLIES,FACILITY,A		1,150.19	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-362	6-40 PARTS,SUPPLIES,FACILITY,A		922.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-363	6-39 ZE/VG/AA PARTS, SAFETY,TO		522.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-364	6-38 PW/BN/DB SUPPLIES,DUES,TV		59.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-364	6-39 ZE/VG/AA PARTS, SAFETY,TO		200.54	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-364	6-39 ZE/VG/AA PARTS, SAFETY,TO		22.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-365	6-39 ZE/VG/AA PARTS, SAFETY,TO		149.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-365	6-39 ZE/VG/AA PARTS, SAFETY,TO		182.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-365	6-39 ZE/VG/AA PARTS, SAFETY,TO		1,204.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-365	6-40 PARTS,SUPPLIES,FACILITY,A		15.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-133-5-00-440	6-40 PARTS,SUPPLIES,FACILITY,A		1,190.18	
							*** VENDOR	648 TOTAL		10,577.63
475	DSG EQUIPMENT	DSG EQUIPMENT & SUPPLIES	335236	103849 AP	06/30/2023	3-133-5-00-207	6-51 FIX LOW PRESSURE ON HOTSY		589.00	
290	FELDMANS	FELDMANS	335240	103853 AP	06/30/2023	3-133-5-00-364	6-44 30336 SAFETY BOOTS LESS C		139.95	
290	FELDMANS	FELDMANS	335240	103853 AP	06/30/2023	3-133-5-00-364	6-44 30336 SAFETY BOOTS LESS C		157.49	
290	FELDMANS	FELDMANS	335240	103853 AP	06/30/2023	3-133-5-00-364	6-44 30336 SAFETY BOOTS LESS C		173.98	
							*** VENDOR	290 TOTAL		123.46
191	HOME DEPOT	HOME DEPOT USA	335247	103860 AP	06/30/2023	3-133-5-00-312	6-45 1111680 RAGS, CLEANER, QU		245.18	
191	HOME DEPOT	HOME DEPOT USA	335247	103860 AP	06/30/2023	3-133-5-00-312	6-45 1111680 RAGS, CLEANER, QU		113.28	
191	HOME DEPOT	HOME DEPOT USA	335247	103860 AP	06/30/2023	3-133-5-00-312	6-45 1111680 RAGS, CLEANER, QU		38.48	
							*** VENDOR	191 TOTAL		396.94
616	J M FAHEY CONSTRUCT	J M FAHEY CONSTRUCTION	335250	103863 AP	06/30/2023	3-133-5-00-362	6-52 1209 BM2		16,430.53	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-46 495 ASPHALT & SEAL		55,853.91	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-46 495 ASPHALT & SEAL		42,889.38	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-46 495 ASPHALT & SEAL		13,492.42	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-46 495 ASPHALT & SEAL		55,444.51	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-46 495 ASPHALT & SEAL		47,412.34	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-53 495 BM2		45,635.02	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-53 495 BM2		43,470.71	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-53 495 BM2		52,645.42	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	335256	103869 AP	06/30/2023	3-133-5-00-362	6-53 495 BM2		50,527.14	
							*** VENDOR	1351 TOTAL		407,370.85
232	MHC KENWORTH	MHC KENWORTH-OLATHE	335261	103874 AP	06/30/2023	3-133-5-00-360	6-47 95988 ISOLATOR,GASKETS,FI		91.29	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	335261	103874 AP	06/30/2023	3-133-5-00-360	6-47 95988 ISOLATOR,GASKETS,FI		580.74	
							*** VENDOR	232 TOTAL		672.03
24	NATIONAL SIGN	NATL SIGN CO INC	335266	103879 AP	06/30/2023	3-133-5-00-363	6-48 KSCLEA SIGN MATERIAL		4,225.20	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	335267	103880 AP	06/30/2023	3-133-5-00-309	6-55 1960724 TIRES		2,106.24	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	335267	103880 AP	06/30/2023	3-133-5-00-309	6-55 1960724 TIRES		1,799.50	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	335267	103880 AP	06/30/2023	3-133-5-00-309	6-55 1960724 TIRES		976.76	
							*** VENDOR	1123 TOTAL		4,882.50
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	335268	103881 AP	06/30/2023	3-133-5-00-360	6-54 8052255000 WINDOW,CPS+LAB		1,830.80	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	335268	103881 AP	06/30/2023	3-133-5-00-360	6-54 8052255000 WINDOW,CPS+LAB		36.34	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	335268	103881 AP	06/30/2023	3-133-5-00-360	6-54 8052255000 WINDOW,CPS+LAB		772.86	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	335268	103881 AP	06/30/2023	3-133-5-00-360	6-54 8052255000 WINDOW,CPS+LAB		57.74	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	335268	103881 AP	06/30/2023	3-133-5-00-360	6-54 8052255000 WINDOW,CPS+LAB		772.86	
							*** VENDOR	418 TOTAL		3,470.60
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-133-5-00-312	6-56 7295538 TONER,CLEAING SUP		449.99	
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-133-5-00-312	6-56 7295538 TONER,CLEAING SUP		68.99	

warrants by vendor

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-133-5-00-312	6-56 7295538 TONER,CLEAING SUP	454.70		
							*** VENDOR		7098 TOTAL	973.68
668	TIREHUB	TIREHUB INC	335277	103890 AP	06/30/2023	3-133-5-00-309	6-57 407362 TIRES	160.36		
22972	TRANSFER STATION	TRANSFER STATION	335280	103893 AP	06/30/2023	3-133-5-00-214	ACT 656, SHOP TRASH TICKET	70.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-133-5-00-301	6-31 MAY POSTAGE	43.95		
1241	VANCE BROS	VANCE BROS INC	335283	103896 AP	06/30/2023	3-133-5-00-303	6-49 437 SS-1H ROAD SEAL	8,068.20		
							TOTAL FUND 133			459,138.39
20588	ADVANTAGE	ADVANTAGE PRINTING	335226	103838 AP	06/30/2023	3-136-5-00-301	ACCT 52 BUSINESS CARDS	125.00		
20588	ADVANTAGE	ADVANTAGE PRINTING	335226	103838 AP	06/30/2023	3-136-5-00-321	ACCT 52 BUSINESS CARDS	125.00		
							*** VENDOR		20588 TOTAL	250.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-201	COMM CORR RB:VEH MAINT	68.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-206	AT&T COMM CORR COMMUNICATIONS	111.59		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-221	COMM CORR RB:VEH MAINT	69.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-226	AT&T COMM CORR COMMUNICATIONS	111.59		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-136-5-00-227	COMM CORR:SH:KDOR-ID FOR JUVEN	22.75		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-136-5-00-237	COMM CORR KH SUPPLIES, DRIVING	864.54		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-136-5-00-237	COMM CORR RB:SUPPLIES,CLIENT I	198.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-237	COMM CORR KH:KDOR,GED AND PARE	84.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-136-5-00-238	COMM CORR KH SUPPLIES, DRIVING	81.12		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-136-5-00-238	COMM CORR RB:SUPPLIES,CLIENT I	107.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-238	AT&T COMM CORR COMMUNICATIONS	100.34		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-136-5-00-238	COMM CORR KH:KDOR,GED AND PARE	628.96		
							*** VENDOR		648 TOTAL	2,448.93
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	335249	103862 AP	06/30/2023	3-136-5-00-203	SMART SCREEN ANNUAL LICENSE FE	125.00		
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	335249	103862 AP	06/30/2023	3-136-5-00-223	SMART SCREEN ANNUAL LICENSE FE	125.00		
							*** VENDOR		2505 TOTAL	250.00
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-136-5-00-301	5645204 COMM CORR OFFICE SUPPL	88.98		
7098	QUILL CORP	QUILL CORP	335270	103883 AP	06/30/2023	3-136-5-00-321	5645204 COMM CORR OFFICE SUPPL	88.99		
							*** VENDOR		7098 TOTAL	177.97
113	SUMNERONE INC	SUMNERONE INC	335275	103888 AP	06/30/2023	3-136-5-00-223	50ULC08 COPIES COMM CORR	33.73		
113	SUMNERONE INC	SUMNERONE INC	335275	103888 AP	06/30/2023	3-136-5-00-301	50ULC08 COPIES COMM CORR	33.73		
							*** VENDOR		113 TOTAL	67.46
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-136-5-00-321	MAY POSTAGE	3.00		
276	WEX	WEX BANK	335290	65	06/30/2023	3-136-5-00-204	FUEL TO 6.23	28.82		
							TOTAL FUND 136			3,226.18
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-137-5-00-203	6-12 4013-01993 UNIFORM RENTAL	100.74		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	335225	103837 AP	06/30/2023	3-137-5-00-203	6-12 4013-01993 UNIFORM RENTAL	100.74		
							*** VENDOR		4120 TOTAL	201.48
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-137-5-00-320	6-11 AA:FITTINGS,WHEEL,HANDLE+	2,562.00		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	335237	103850 AP	06/30/2023	3-137-5-00-320	6-13 48309 CASE BUSHINGS	40.88		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	335237	103850 AP	06/30/2023	3-137-5-00-320	6-17 48309 CASE STRUT & GASKET	137.76		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	335237	103850 AP	06/30/2023	3-137-5-00-320	6-17 48309 CASE STRUT & GASKET	909.00		
							*** VENDOR		446 TOTAL	1,087.64
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	335241	103854 AP	06/30/2023	3-137-5-00-320	6-18 016993 MOTOR GP-WIP	321.09		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-14 300467 ROCK	295.91		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-14 300467 ROCK	911.48		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-14 300467 ROCK	1,181.81		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-14 300467 ROCK	294.59		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-19 300467 WASHED FILTER ROCK	294.47		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-19 300467 WASHED FILTER ROCK	586.04		

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-19 300467 WASHED FILTER ROCK	601.33		
434	HAMM QUARR	HAMM QUARRIES	335244	103857 AP	06/30/2023	3-137-5-00-312	6-19 300467 WASHED FILTER ROCK	1,765.17		
							*** VENDOR		434 TOTAL	5,930.80
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	335246	103859 AP	06/30/2023	3-137-5-00-312	6-15 218331 ROCK	1,205.99		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	335267	103880 AP	06/30/2023	3-137-5-00-321	6-16 1960724 TIRES	130.25		
							TOTAL FUND 137			11,439.25

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-138-5-00-206	AT&T COMM CORR COMMUNICATIONS	185.05		
							TOTAL FUND 138			185.05

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-2	COA:DT:VET VISITS	724.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-2	COA:SH:VET VISITS	24.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-2	COA:DD:VET VISITS/PET SUPPLY,E	709.19		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-2	COA:C1&C2,LEWISURE/LEARNING,PA	1,061.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-3	COA:MS:PET FOOD	377.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-3	COA:DD:VET VISITS/PET SUPPLY,E	18.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-144-5-00-3	COA:C1&C2,LEWISURE/LEARNING,PA	433.44		
							*** VENDOR		648 TOTAL	3,349.45
							TOTAL FUND 144			3,349.45

559	COBURNCO LLC	CLAY E COBURN III	335231	103843 AP	06/30/2023	3-145-5-00-213	CO ON AGING VEHICLE WASH -TONG	44.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-145-5-00-208	IRON MOUNTAIN SHREDDING CO ON	60.32		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-145-5-00-208	IRON MOUNTAIN SHREDDING CO ON	61.27		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-210	COA:SR:BACKGROUND CHECKS	240.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-211	COA:DD:VET VISITS/PET SUPPLY,E	18.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-211	COA:C1&C2,LEWISURE/LEARNING,PA	154.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-246	COA:C1&C2,LEWISURE/LEARNING,PA	33.36		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-252	COA:DD:VET VISITS/PET SUPPLY,E	13.87		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-254	COA:DD:VET VISITS/PET SUPPLY,E	37.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-255	COA:DD:VET VISITS/PET SUPPLY,E	17.90		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-260	COA:JG: CHORE EQUIP & MAINT	63.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-305	COA:C1&C2,LEWISURE/LEARNING,PA	163.60		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-345	COA:C1&C2,LEWISURE/LEARNING,PA	213.89		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-750	COA:EK:LEISURE&LEARNING	752.64		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-00-750	COA:C1&C2,LEWISURE/LEARNING,PA	1,383.67		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-05-202	COA:C1&C2,LEWISURE/LEARNING,PA	12.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-05-301	COA:C1&C2,LEWISURE/LEARNING,PA	79.44		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-07-202	COA:C1&C2,LEWISURE/LEARNING,PA	1.91		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-145-5-07-302	COA:C1&C2,LEWISURE/LEARNING,PA	12.22		
							*** VENDOR		648 TOTAL	3,320.22
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-145-5-00-301	CO ON AGING TAPE/FOAM CUPS	24.86		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-145-5-00-345	CO ON AGING C1 CONSUMABLES	121.25		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-145-5-00-750	CO ON AGING TAPE/FOAM CUPS	59.20		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-145-5-05-301	CO ON AGING C1 CONSUMABLES	45.04		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	335257	103870 AP	06/30/2023	3-145-5-07-302	CO ON AGING C1 CONSUMABLES	6.93		
							*** VENDOR		4755 TOTAL	257.28
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	9.81		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	430.56		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	16.70		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	386.00		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	18.13		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	408.25		

START DATE: 06/24/2023 END DATE: 06/30/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	335263	103876 AP	06/30/2023	3-145-5-00-201	OPK595_K LATE RECEIVED COPIER	328.78		
							*** VENDOR		2059 TOTAL	1,598.23
2666	MISC REIMBURSEMENTS	ROSE DAY	335264	103877 AP	06/30/2023	3-145-5-00-205	REIM MILEAGE -COA STAFF MEETIN	15.72		
56	TONGANOXIE MIRROR	THE TONGANOXIE MIRROR	335279	103892 AP	06/30/2023	3-145-5-00-209	CO ON AGING 1 YEAR SUB	42.00		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-145-5-00-302	MAY POSTAGE	33.42		
21598	VETTER'S C	VETTER'S COLLISION REPAIR	335284	103897 AP	06/30/2023	3-145-5-00-213	FINAL DEDUCTIBLE FLEET VEH 09-	1,000.00		
							TOTAL FUND 145			6,310.87
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-146-5-00-301	CO TREAS SPECIAL/MV: OFFICE SU	1,994.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-146-5-00-301	CO TREAS SPECIAL/MV: OFFICE SU	384.74		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-146-5-00-301	CO TREAS SPECIAL/MV: OFFICE SU	406.40		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-146-5-00-301	CO TREAS SPECIAL/MV: OFFICE SU	775.98		
							*** VENDOR		648 TOTAL	3,561.23
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-146-5-00-302	MAY POSTAGE	1,861.20		
							TOTAL FUND 146			5,422.43
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-160-5-00-213	JA: BOLTS FOR 622, JACK, EQUIP	550.25		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-160-5-00-301	TS:HHW SAFETY AND OFFICE SUPP	772.48		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-160-5-00-303	TS:HHW SAFETY AND OFFICE SUPP	2,547.69		
							*** VENDOR		648 TOTAL	3,870.42
86	EVERGY	EVERGY KANSAS CENTRAL INC	335238	103851 AP	06/30/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	291.23		
86	EVERGY	EVERGY KANSAS CENTRAL INC	335238	103851 AP	06/30/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	23.87		
86	EVERGY	EVERGY KANSAS CENTRAL INC	335238	103851 AP	06/30/2023	3-160-5-00-210	ELEC SVC SOLID WASTE	135.47		
							*** VENDOR		86 TOTAL	450.57
537	LEAV TIMES	CHERRYROAD MEDIA INC	335258	103871 AP	06/30/2023	3-160-5-00-212	21253 2023 CPI INCREASE NOTICE	4.39		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	335281	103894 AP	06/30/2023	3-160-5-00-201	MAY POSTAGE	36.24		
							TOTAL FUND 160			4,361.62
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-174-5-00-210	FREESTATE ELEC SVC EISENHOWER	906.26		
							TOTAL FUND 174			906.26
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	335198	103826 AP	06/27/2023	3-195-5-00-290	20642-0321A774932304 GAS SERVI	24.58		
86	EVERGY	EVERGY KANSAS CENTRAL INC	335200	103832 AP	06/27/2023	3-195-5-00-290	ELECTRIC SVC COMM CORR	462.29		
2	WATER DEPT	WATER DEPT	335204	103836 AP	06/27/2023	3-195-5-00-290	WATER SVC COMM CORR	57.37		
							TOTAL FUND 195			544.24
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335232	103845 AP	06/30/2023	3-196-5-00-201	REDWOOD TOXICOLOGY - CONFIRMAT	155.47		
							TOTAL FUND 196			155.47
24545	CDW GOVERN	CDW GOVERNMENT INC	335230	103842 AP	06/30/2023	3-197-5-00-201	3773122 DIST CT CSO BATTERY BA	833.85		
							TOTAL FUND 197			833.85
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-198-5-18-201	EMPS:PHILLIPS:UTREACH SUPPLIES	1,463.92		
							TOTAL FUND 198			1,463.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-210-5-00-2	ZF:BLDG MAINT,SD PARTS, PUMP R	115.70		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-210-5-00-2	SPC BLDG:JC,CTHSE,CUSHING,SD J	125.00		
							*** VENDOR		648 TOTAL	240.70
18885	HAYNES EQU	HAYNES EQUIPMENT CO	335245	103858 AP	06/30/2023	3-210-5-00-2	SD #1 SVC CALL 165TH ST	2,790.00		
18885	HAYNES EQU	HAYNES EQUIPMENT CO	335245	103858 AP	06/30/2023	3-210-5-00-2	SEWER DIST 1 SVC CALL DANA LAN	727.01		
							*** VENDOR		18885 TOTAL	3,517.01
686	KRAEMER AND SONS	KRAEMER AND SONS CONSTRUCTION	335252	103865 AP	06/30/2023	3-210-5-00-2	SEWER DIST 1:EMERG SEWER REPAI	1,580.00		

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
686	KRAEMER AND SONS	KRAEMER AND SONS CONSTRUCTION	335252	103865 AP	06/30/2023	3-210-5-00-2	SEWER DIST 1:EMERG SEWER REPAI	1,314.00		
							*** VENDOR	686 TOTAL		2,894.00
							TOTAL FUND 210			6,651.71
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-212-5-00-2	ZF:BLDG MAINT,SD PARTS, PUMP R	381.43		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-212-5-00-2	SPC BLDG:JC,CTHSE,CUSHING,SD J	125.00		
							*** VENDOR	648 TOTAL		506.43
							TOTAL FUND 212			506.43
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	335199	103831 AP	06/27/2023	3-218-5-00-2	SPC BLDG:JC,CTHSE,CUSHING,SD J	125.00		
							TOTAL FUND 218			125.00
268	GEN DIGITAL	GEN DIGITAL, INC.	335201	103833 AP	06/27/2023	3-510-2-00-941	1247233 JUNE PREMIUMS	1,660.92		
1485	RELIANCE STANDARD	RELIANCE STANDARD	335203	103835 AP	06/27/2023	3-510-2-00-962	GL144512 JUNE INVOICES	1,633.68		
1485	RELIANCE STANDARD	RELIANCE STANDARD	335203	103835 AP	06/27/2023	3-510-2-00-965	GL144512 JUNE INVOICES	2,949.76		
							*** VENDOR	1485 TOTAL		4,583.44
							TOTAL FUND 510			6,244.36
								TOTAL ALL CHECKS		688,455.84

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	155,188.94
108	COUNTY HEALTH	9,533.83
121	JUVENILE JUSTICE AUTHORITY	5,894.00
123	JUVENILE CRIME PREVENTION	1,158.13
126	COMM CORR ADULT	5,314.66
127	COMM CORR ADULT NON GRANT	501.80
133	ROAD & BRIDGE	459,138.39
136	COMM CORR JUVENILE	3,226.18
137	LOCAL SERVICE ROAD & BRIDGE	11,439.25
138	JUV INTAKE & ASSESSMENT	185.05
144	PALS (PETS AND LOVING SENIORS	3,349.45
145	COUNCIL ON AGING	6,310.87
146	COUNTY TREASURER SPECIAL	5,422.43
160	SOLID WASTE MANAGEMENT	4,361.62
174	911	906.26
195	JUVENILE DETENTION	544.24
196	DRUG TEST & SUPERVISION FEES	155.47
197	INK FEE FUND	833.85
198	SPECIAL GRANTS	1,463.92
210	SEWER DISTRICT 1: HIGH CREST	6,651.71
212	SEWER DISTRICT 2: TIMBERLAKES	506.43
218	SEWER DIST #5	125.00
510	PAYROLL CLEARING	6,244.36
	TOTAL ALL FUNDS	688,455.84

Consent Agenda 7-5-2023
Checks June 24 - June 30

**Leavenworth County
Request for Board Action
Resolution 2023-15
Rezoning from RR-5 to RR-2.5**

Date: July 5, 2023

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 Requested: Approve Resolution 2023-15, a request to rezone a tract of land at 24971 & 00000 Tonganoxie Drive from RR-5 to RR-2.5.

Analysis: The applicant is requesting a rezoning from Rural Residential-5 to Rural Residential-2.5. The applicant is requesting to rezone two parcels, PID 109-32-0-00-00-004.00 & 109-32-0-00-00-004.01, for the purpose of estate planning. No immediate plans for subdivision have been expressed. The Comprehensive Plan identifies the future land use of this area as Residential (2.5 acres min). The properties are adjacent to Emerald Estates and Woodridge Estates subdivision which are developed at 2.5-acre densities. Fire District #1 has expressed concerns about the existing water network in this vicinity and recommends that any future development should be developed in manner where water flows will not be reduced in order to continue to supply required water flows for service. The applicant is requesting a rezoning based off the proximity of the property to a more intense Future Land Use Map designation.

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to approve to Case No. DEV-23-058 (Resolution 2023-15) Rezoning Request from RR-5 to RR-2.5.

Alternatives:

1. Approve Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

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

CASE NO: DEV-23-058 Forge Rezone

July 5, 2023

REQUEST: Regular Agenda

- ZONING AMENDMENT SPECIAL USE PERMIT
 TEMPORARY SPECIAL USE PERMIT

STAFF REPRESENTATIVE:

AMY ALLISON, AICP
DEPUTY DIRECTOR

SUBJECT PROPERTY: 24971 Tonganoxie Drive & 00000 Tonganoxie Drive



APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING COMPANY
315 N. 5TH STREET
LEAVENWORTH, KS 66048

PROPERTY OWNER:

RICHARD J & KATHRYN A FORGE
FAMILY TRUST
24971 TONGANOXIE DR
LANSING, KS 66086

CONCURRENT APPLICATIONS:

N/A

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL (2.5 ACRES MIN)

SUBDIVISION: N/A

FLOODPLAIN: N/A

LEGAL DESCRIPTION:

The East half of the South Half of the Northwest Quarter (NW ¼) of Section 32, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-15, Rezoning Request from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE: 38.7 ACRES

PARCEL ID NO:

109-32-0-00-00-004.00 &
109-32-0-00-00-004.01

BUILDINGS:

1 HOME AND ACCESSORY BUILDINGS

PROJECT SUMMARY:

Request to rezone property at 24971 AND 00000 TONGANOXIE DR (PID: 109-32-0-00-00-004.00 & 109-32-0-00-00-004.01).

ACCESS/STREET:

TONGANOXIE DR – ARTERIAL, PAVED,
±26’ WIDE AND SEYMOUR ROAD
LOCAL, PAVED, ±25’ WIDE

LOCATION MAP:



UTILITIES

SEWER: SEPTIC

FIRE: FIRE DISTRICT #1

WATER: RWD 8

ELECTRIC: FREESTATE

NOTICE & REVIEW:

STAFF REVIEW: 5/18/2023

NEWSPAPER NOTIFICATION:
5/23/2023

NOTICE TO SURROUNDING
PROPERTY OWNERS:
5/23/2023

FACTORS TO BE CONSIDERED:		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Rezone request:</i>	Met	Not Met
<p>1. Character of the Neighborhood: <i>Density: Surrounding parcels range in size from 1 acre to 78.6 acres, in size. The surrounding area is beginning to be developed at 2.5 acres.</i></p> <p><i>Nearby City Limits: Lansing is more than 2 miles to the east.</i></p> <p><i>Initial Growth Management Area: This parcel is located within the Rural Growth Area.</i></p>	✓	
<p>2. Zoning and uses of nearby property: <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature. A RV campground is located to the east.</i></p> <p><i>Adjacent Zoning: Surrounding parcels are a mix between RR-2.5 and R-5 zoning. The RV campground is zoned PUD.</i></p>	✓	
<p>3. Suitability of the Property for the uses to which it has been restricted: The property is suitable for rural residences and agricultural uses.</p>	✓	
<p>4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning as this property will remain rural residential.</i></p>	✓	
<p>5. Length of time the property has been vacant as zoned: <i>Vacant:</i> <i>Not Vacant: <input checked="" type="checkbox"/> Rural Residence</i></p>	✓	
<p>6. Relative gain to economic development, public health, safety and welfare: <i>The rezoning does not impact economic development, public health, safety or welfare. In the event the parcels were to be developed as a rural subdivision, twice as many homes could potentially be constructed which may have a positive impact on economic development.</i></p>	✓	
<p>7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Residential (2.5 acres min)</i> <i>Section 4 Land Use and Development Plan Strategies: The proposed use is compatible with the future land use designation.</i></p>	✓	

STAFF COMMENTS:

The applicant is requesting a rezoning from Rural Residential-5 to Rural Residential-2.5. The applicant is requesting to rezone two parcels, PID 109-32-0-00-00-004.00 & 109-32-0-00-00-004.01, for the purpose of estate planning. No immediate plans for subdivision have been expressed. The Comprehensive Plan identifies the future land use of this area as *Residential (2.5 acres min)*. The properties are adjacent to Emerald Estates and Woodridge Estates subdivision which are developed at 2.5-acre densities. Fire District #1 has expressed concerns about the existing water network in this vicinity and recommends that any future development should be developed in manner where water flows will not be reduced in order to continue to supply required water flows for service. The applicant is requesting a rezoning based off the proximity of the property to a more intense Future Land Use Map designation. Staff recommends approval.

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Map
- C: Future Land Use Map
- D: Memorandums

REZONING APPLICATION

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

Office Use Only

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

APPLICANT/AGENT INFORMATION

OWNER INFORMATION (If different)

NAME Joe Herring NAME FORGE,RICHARD J & KATHRYN A; FAMILY TRUST
ADDRESS 315 North 5th Street ADDRESS 24971 TONGANOXIE DR
CITY/ST/ZIP Leavenworth, KS 66048 CITY/ST/ZIP Leavenworth, KS 66048
PHONE 913-651-3858 PHONE N/A
EMAIL herringsurveying@outlook.com EMAIL N/A
CONTACT PERSON Joe CONTACT PERSON _____

PROPOSED USE INFORMATION

Proposed Land Use AG & Residential
Current Zoning RR-5 Requested Zoning RR-2.5
Reason for Requesting Rezoning Match Comp Plan and Estate planning

PROPERTY INFORMATION

Address of Property 24971 TONGANOXIE DR
Parcel Size 40 Acres
Current use of the property AG & Residential
Present Improvements or structures House and Ag Structures
PID 109-32-0-00-00-004 & 109-32-0-00-00-004.01

I, the undersigned am the (*owner*), (*duly authorized agent*), (*Circle One*) of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for rezoning as indicated above.

Signature Joe Herring - digitally signed 5/7/2023 Date 5-7-23

ATTACHMENT A



* 2 0 1 5 R 1 0 1 6 3 1 *

Doc #: 2015R10163

STACY R. DRISCOLL/REGISTER OF DEEDS
LEAVENWORTH COUNTY

RECORDED ON

12/17/2015 10:53AM

RECORDING FEE: 12.00

INDEBTEDNESS: 0.00

PAGES: 1

Entered in the transfer record in my office this
17th day of Dec, 2015
Jane Krasinski Brynn Kenney
County Clerk

QUIT CLAIM DEED

THIS DEED, Made this 28th day of October, 2015 between Grantors, RICHARD J. FORGE and KATHRYN A. FORGE, husband and wife, of Leavenworth County, in the State of Kansas, as first party, and **RICHARD J. FORGE and KATHRYN A. FORGE, Trustees, or their successors in trust, under the FORGE FAMILY TRUST DATED NOVEMBER 14, 2003**, of Leavenworth County, in the State of Kansas, as second party,

WITNESSETH, That first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents QUIT CLAIM, unto second party, heirs and assigns, all the estate, right, title, interest, and claim which first party has in and to the following described real estate situated in Leavenworth County, State of Kansas, to wit:

The East Half of the South Half of the Northwest Quarter (NW 1/4) of Section 32, Township 9 South, Range 22 East, Leavenworth County, Kansas, less railroad right of way.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

In Witness Whereof, first party has executed this deed on the day and year first above written.

Richard J. Forge
RICHARD J. FORGE

Kathryn A. Forge
KATHRYN A. FORGE

Butley 12

STATE OF KANSAS

)

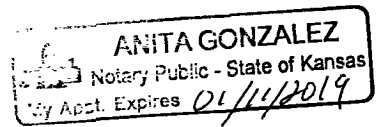
) SS:

COUNTY OF LEAVENWORTH

)

BE IT REMEMBERED, That on this 28th day of October, 2015, before me, the undersigned, a notary public in and for the County and State aforesaid, came RICHARD J. FORGE and KATHRYN A. FORGE, personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Anita Gonzalez
Anita Gonzalez, Notary Public
Leavenworth County, Kansas
My Commission Expires: 1/11/19

Allison, Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Friday, May 19, 2023 6:33 AM
To: Allison, Amy
Cc: PZ
Subject: Re: DEV-23-058 Forge Rezone Review Comments

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.

Description:

The East Half of the South Half of the Northwest Quarter (NW 1/4) of Section 32, Township 9 South, Range 22 East, Leavenworth County, Kansas.

Noticed on the FD1 letter and the additional people included in the response from FD1. Is it their common practice to include the district commissioner? Reason for Brian Kellogg to be included in the email? He is on the township board but don't know if I have ever seen them included since they have nothing to do with development process?

Thank you - Joe Herring

J.Herring Inc., dba,Herring Surveying Company
315 N. 5th Street, Leavenworth, KS 66048
913-651-3858 - ROCK CHALK!

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Thursday, May 18, 2023 1:56 PM
To: 'Joe Herring' <herringsurveying@outlook.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-23-058 Forge Rezone Review Comments

Good Afternoon Joe,

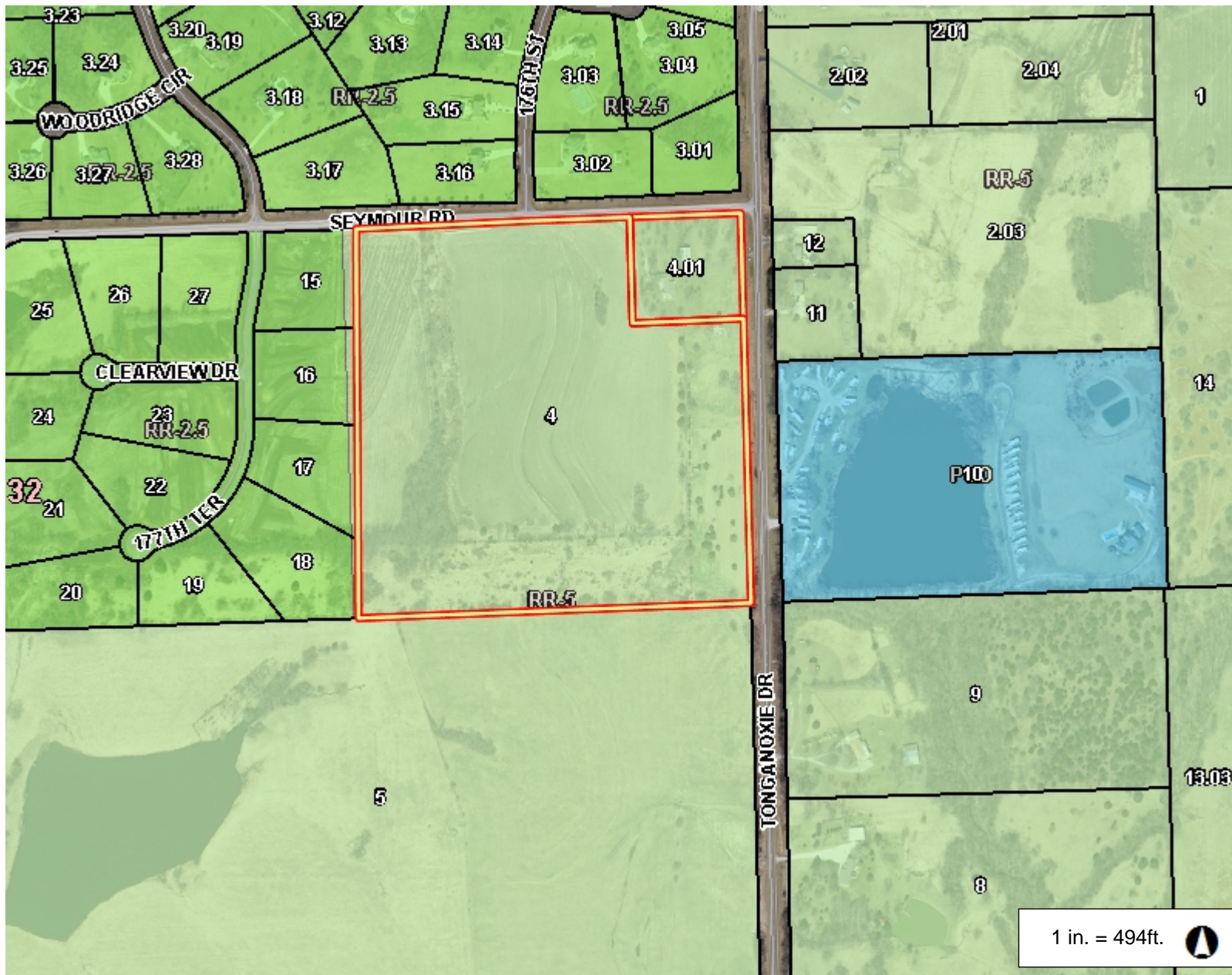
Attached are comments from the following:

- Code Enforcement – 5/10/2023
- Fire District 1 – 5/10/2023
- Planning & Zoning – 5/18/2023
- FreeState – 5/10/2023

Please send me the specific legal description for the proposed rezoning by no later than noon on Friday, May 18, 2023. If you have any further questions, please let me know.

Sincerely,
Amy Allison, AICP
Deputy Director

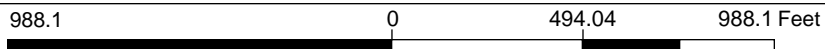
DEV-23-058 Forge Rezone



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

1 in. = 494ft.

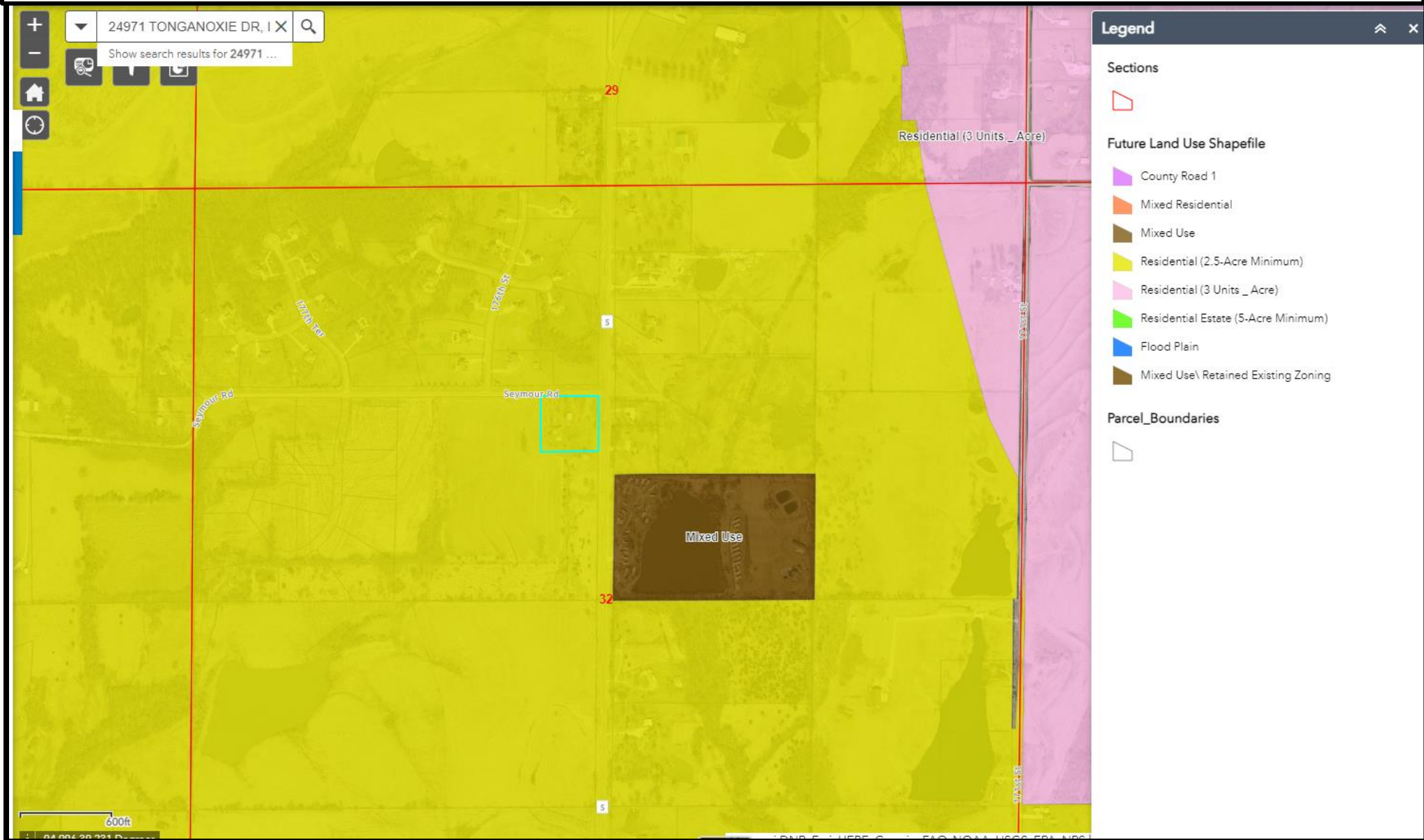


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

DEV-23-058 Forge Rezone



Allison, Amy

From: Anderson, Kyle
Sent: Wednesday, May 10, 2023 10:42 AM
To: Allison, Amy
Subject: RE: RE: DEV-23-058 Rezoning– Forge

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: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, May 9, 2023 3:35 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Michael Stackhouse' <mstackhouse@fd1lvco.org>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'Rural Water' <rwd8lv@gmail.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-23-058 Rezoning– Forge

Good Afternoon,

The Department of Planning and Zoning has received an application for a Rezoning regarding a property at 24971 & 00000 Tonganoxie Drive (109-32-0-00-00-004.00 & 109-32-0-00-00-004.01). The applicant has applied to rezone the property from RR-5 to RR-2.5.

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 Wednesday, May 17, 2023.

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

Thank you,

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

Allison, Amy

From: Michael Stackhouse <mstackhouse@fd1lvco.org>
Sent: Wednesday, May 10, 2023 10:21 AM
To: Allison, Amy; Magaha, Chuck; 'Rural Water'
Cc: Kaaz, Vicky; Smith, Michael; 'kelloggcompany@gmail.com'
Subject: RE: DEV-23-058 Rezoning– Forge

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.

Ms. Allison,

Good morning. I am assuming there are plans for a future subdivision at this location. FD1 supports the change of lot sizes with the intent to develop. However, development without improved water infrastructure or alternate methods such as a retention pond in place, are not supported by FD1. Our past concerns regarding the water infrastructure in the neighboring subdivision were left unaddressed early in that process. Each time a housing unit is added to the already taxed water infrastructure the output flow is deteriorated. As previously mentioned, there are alternatives to larger water mains such as a retention pond with a dry hydrant. Code allows and encourages alternative methods that are considered an equivalent measure rather than no action. FD1's primary concern is the available water supply/gallons per minute requirements which is driven by the National Fire Protection Agency and the Insurance Services Office, Inc., as well as doing what is right for our citizens.

Continuing to tax the water infrastructure will have drastic future effects on our ability to provide proper fire suppression efforts which requires proper flow for a structure fire. It must be addressed that if a structure fire took place during heavy water usage, the ability to refill within appropriate times to be affective, will be deteriorated. In addition, the future ISO ratings of the citizens we serve will be affected.

To reiterate, FD1 will support the future development of the area, but only if water upgrades or alternative water supplies are in place. Thank you for your time.

B/R,

Michael L. Stackhouse
Fire Chief
Fire District No. 1, County of Leavenworth
111 E. Kansas Avenue
Lansing, KS. 66043
Office: 913-727-5844
Cell: 913-683-3223



From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, May 9, 2023 3:35 PM

Allison, Amy

From: Amanda Tarwater <amanda.tarwater@freestate.coop>
Sent: Wednesday, May 10, 2023 3:12 PM
To: Allison, Amy
Subject: RE: DEV-23-058 Rezoning– Forge

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



1-800-794-1989 | www.freestate.coop

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, May 9, 2023 3:35 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Michael Stackhouse' <mstackhouse@fd1lvco.org>; Amanda Tarwater <amanda.tarwater@freestate.coop>; 'Rural Water' <rwd8lv@gmail.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-23-058 Rezoning– Forge

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

Good Afternoon,

The Department of Planning and Zoning has received an application for a Rezoning regarding a property at 24971 & 00000 Tonganoxie Drive (109-32-0-00-00-004.00 & 109-32-0-00-00-004.01). The applicant has applied to rezone the property from RR-5 to RR-2.5.



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

May 18, 2023

To: Joe Herring
Herring Surveying
315 N 5th Street
Leavenworth, KS 66048

Re: Rezoning
DEV-23-058

Mr. Herring,

Staff has reviewed the application for the Forge rezoning, which was submitted on May 9, 2023.

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

1. The applicant has provided deeds with multiple legal descriptions. Please submit the legal description(s) that the applicant is wishing to rezone.

Please provide the revisions and information indicated above by Friday, May 19, 2023 before noon. If the revision and information is not received by then, the case will be continued and rescheduled.

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

Respectfully,

A handwritten signature in cursive script that reads "Amy Allison".

Amy Allison, AICP
Deputy Director
Planning and Zoning
Leavenworth County

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

Allison, Amy

From: B k <kelloggcattlecompany@gmail.com>
Sent: Wednesday, May 31, 2023 10:00 PM
To: PZ
Subject: DEV-23-058--Opposing future small acreage allowances.

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.

Good evening Planning and Zoning,

I am requesting that you not approve this Zoning request, based on how it will affect the future of this fine "rural" neighborhood. As you all know, I opposed the current Comprehensive Plan based on how it is urbanizing Leavenworth County. The current services and infrastructure can't keep up with the current growth without additional financial means. The additional funding will only come from additional taxes, reduced school district funding, or bringing in major industry with limited tax abatements. To increase small acreage allotments will make this county an even bigger bedroom community, we can't afford to support.

I have been told multiple times that growth is inevitable, and maybe it is, but please control how fast we lose this beautiful county and its fertile ground to rooftops and concrete. I have attached information from the fire chief that states improved water supply is needed for future development. The Chief has stated this before, when the rezoning was requested for the Emerald Estates subdivision, but it was ignored.

Lastly, it can be argued that additional development will affect the appearance of the area, but when you allow more and more rezonings, you take away our argument. Not sure if this is how the Comprehensive Plan was intended to be used, but it is.

If growth is going to be permitted, then please mandate all road frontage to be equal, and the developer responsible for all improvements needed for future road, electrical, water and sewer hookups. These requirements will lessen the burden on the tax payers in LVCO.

Thank you,

Brian Kellogg
High Prairie Township Trustee

From Chief Stackhouse.:

Good morning. I am assuming there are plans for a future subdivision at this location. FD1 supports the change of lot sizes with the intent to develop. However, development without improved water infrastructure or alternate methods such as a retention pond in place, are not supported by FD1. Our past concerns regarding the water infrastructure in the neighboring subdivision were left unaddressed early in that process. Each time a housing unit is added to the already taxed water infrastructure the output flow is deteriorated. As previously mentioned, there are alternatives to larger water mains such as a retention pond with a dry hydrant. Code allows and encourages alternative methods that are considered an equivalent measure rather than no action. FD1's primary concern is the available water supply/gallons per minute requirements which is driven by the National Fire Protection Agency and the Insurance Services Office, Inc., as well as doing what is right for our citizens.

Continuing to tax the water infrastructure will have drastic future effects on our ability to provide proper fire suppression efforts which requires proper flow for a structure fire. It must be addressed that if a structure fire took place during heavy water usage, the ability to refill within appropriate times to be affective, will be deteriorated. In addition, the future ISO ratings of the citizens we serve will be affected.

To reiterate, FD1 will support the future development of the area, but only if water upgrades or alternative water supplies are in place. Thank you for your time.

B/R,

Michael L. Stackhouse

Fire Chief

Fire District No. 1, County of Leavenworth

111 E. Kansas Avenue

Lansing, KS. 66043

Office: 913-727-5844

Cell: 913-683-3223

From: Allison, Amy <AAllison@leavenworthcounty.gov>

Sent: Tuesday, May 9, 2023 3:35 PM

To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; Michael Stackhouse <mstackhouse@fd1lvco.org>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'Rural Water' <rwd8lv@gmail.com>

Cc: PZ <PZ@leavenworthcounty.gov>

Subject: RE: DEV-23-058 Rezoning– Forge

Good Afternoon,

The Department of Planning and Zoning has received an application for a Rezoning regarding a property at 24971 & 00000 Tonganoxie Drive (109-32-0-00-00-004.00 & 109-32-0-00-00-004.01). The applicant has applied to rezone the property from RR-5 to RR-2.5.

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 Wednesday, May 17, 2023.

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

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

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.

Leavenworth Times Affidavit of Publication

County of Leavenworth
State of Kansas
NOTICE OF PUBLIC HEARING

Notice is hereby given for the Leavenworth County Planning Commission to hold a public hearing regarding an application (DEV-23-058) for a rezoning request from RR-5 zoning district to RR-2.5 zoning district on the following described property: The East half of the South Half of the Northwest Quarter (NW ¼) of Section 32, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

Request submitted by Herring Surveying on behalf of Richard J & Kathryn A Forge Family Trust

Address: 24971 Tonganoxie Drive & 00000 Tonganoxie Drive

Parcel ID number: 109-32-0-00-00-004.00 & 109-32-0-00-00-004.01

The hearing will be held on Wednesday the 14th day of June, 2023 at 5:30 p.m. in the Meeting Room, located on the second floor of the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas. Further information is available, including the full legal description, for inspection during regular business hours in the Leavenworth County Planning & Zoning Department.

We encourage public input. If you wish to provide comments in writing instead of in person, written comments must be received no later than noon Tuesday, June 13, 2023.

John Jacobson, Secretary
Leavenworth County Planning Commission Publish by 5/24/2023

Published in the Leavenworth Times, May 23, 2023.

I, Tammy Lawson, of lawful age, being first duly sworn on oath, states, that she is a Legal Representative of the Times, a daily newspaper, printed and published in Leavenworth, Leavenworth County, Kansas, that said newspaper has been published for at least Fifty (50) Times a year and has been so published for at least five (5) years prior to the first publication of the attached Notice that said newspaper has a general paid circulation on a monthly and yearly basis in Leavenworth County, Kansas and is not a trade, religious or fraternal publication and has been printed and published in Leavenworth County, Kansas and has a general paid circulation in said County. The attached Notice was published on the following dates in a regular issue of said newspaper.

Publication was made on the 23rd day of May, 2023.

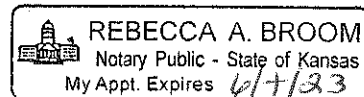
WITNESS my hand this 23rd day of May, 2023.

Tammy Lawson
Legal Representative

Subscribe and sworn before me, this 23 day of May, 2023.

Rebecca A. Broom
Notary Public

My Commission Expires: 6/7/23



RESOLUTION 2023-15

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from Rural Residential-5 to Rural Residential-2.5 on the following described property:

The East half of the South Half of the Northwest Quarter (NW ¼) of Section 32, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 8th day of May, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Rezoning on the 14th day of June, 2023; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Rezoning be approved; and

WHEREAS, the Board of County Commissioners considered, in session on the 5th day of July, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 5th day of July, 2023, and incorporated herein by reference;

That request for rezoning as described above, also known as 24971 & 00000 Tonganoxie Drive, Parcel Identification Number 109-32-0-00-00-004.00 & 109-32-0-00-00-004.01, is hereby granted.

Adopted this 5th day of July, 2023
Board of County Commission
Leavenworth, County, Kansas

Vicky Kaaz, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Doug Smith, Member

Mike Smith, Member

Mike Stieben, Member

**Leavenworth County
Request for Board Action
Resolution 2023-16
Rezoning from RR-5 to Planned Unit Development**

Date: July 5, 2023

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 Requested: Approve Resolution 2023-16, a request to rezone a tract of land at 17271 & 17251 Hollingsworth Road from RR-5 to Planned Unit Development.

Analysis: The applicant is requesting a rezoning from Rural Residential-5 to Planned Unit Development for the Neu Airpark PUD. The applicants would like to develop their property with an existing airstrip to allow for five more homes to be built. Seven residential lots, in total, would access off a private road from Hollingsworth Road that has been developed per the Cross Access Easement standards. Additionally, the applicant is proposing to create secondary lots on the east side of the airstrip for the sole purpose of plane hangers and accessory uses for the operation and storing of planes. Two access easements have been included to cross the airstrip at the north and south ends with another access easement running along the eastern boundary of the airstrip to allow access from the secondary lots to the private drive. Staff recommends that no access be permitted on 172nd Street (per the CAE regulations). This plat has not been reviewed per FAA regulations and staff has relied on the applicant to insure conformance with regulations and setbacks pertaining to the airstrip. Staff does recommend keeping the 100 ft setback on the west side and the 50 ft. setback on the east. Staff recommends that the setbacks from the airstrip be enforced to the maximum amount possible for the safety of the proposed structures and their inhabitants. In doing so, the applicant has requested per their application that the setback from 172nd Street be 85 ft. from the center of the road instead of 105 ft. The full analysis and application can be found in the staff report.

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to approve to Case No. DEV-23-065 (Resolution 2023-16) Rezoning Request from RR-5 to Planned Unit Development.

Alternatives:

1. Approve Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

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

CASE NO: DEV-23-065 Neu Airpark PUD Rezone

July 5, 2023

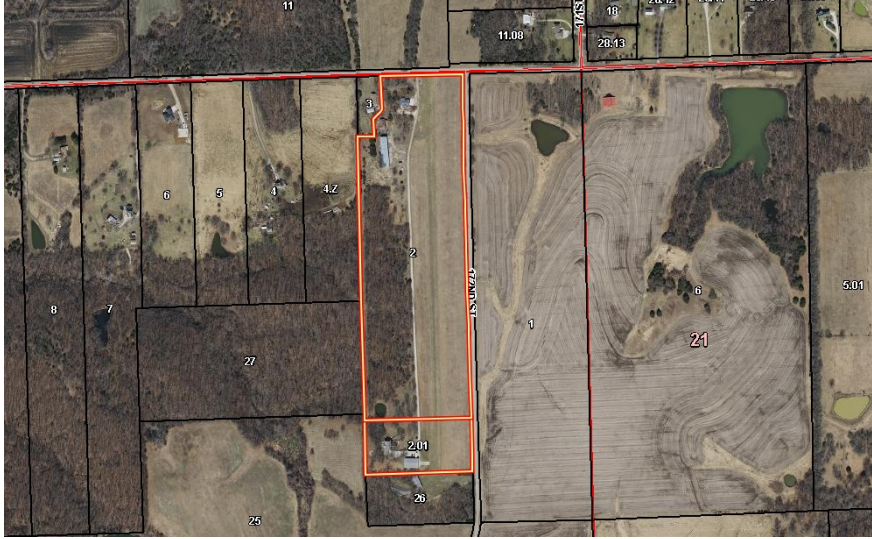
REQUEST: Regular Agenda

- ZONING AMENDMENT SPECIAL USE PERMIT
 TEMPORARY SPECIAL USE PERMIT

STAFF REPRESENTATIVE:

AMY ALLISON
DEPUTY DIRECTOR

SUBJECT PROPERTY: 17271 & 17251 HOLLINGSWORTH ROAD



APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING COMPANY
315 N. 5TH STREET
LEAVENWORTH, KS 66048

PROPERTY OWNER:

HEARTLAND ENTERPRISES LLC &
RICKY LEE AND VICKI L NEU

CONCURRENT APPLICATIONS:

DEV-23-066

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL (2.5 ACRE MIN)

SUBDIVISION: N/A

FLOODPLAIN: N/A

LEGAL DESCRIPTION:

Two tracts of land in the West half of the East half of the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-16, Rezoning Request from RR-5 to Planned Unit Development, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE: 32.4 ACRES

PARCEL ID NO:
154-20-0-00-00-002.00 & 154-20-0-00-00-002.01

BUILDINGS:

Two houses and accessory structures

PROJECT SUMMARY:

Request to rezone two parcels at 17271 & 17251 Hollingsworth Road from RR-5 to Planned Unit Development.

ACCESS/STREET:

HOLLINGSWORTH ROAD
COLLECTOR, GRAVEL, ±15' WIDE

Location Map:

UTILITIES

SEWER: SEPTIC

FIRE: STRANGER

WATER: SUBURBAN WATER

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW: 6/8/2023

NEWSPAPER NOTIFICATION:
5/23/2023

NOTICE TO SURROUNDING
PROPERTY OWNERS:
5/23/2023

FACTORS TO BE CONSIDERED:		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Rezone request:</i>	Met	Not Met
<p>1. Character of the Neighborhood: <i>Density:</i> Surrounding parcels range in size from 1.3 acres to more than 130 acres. The area is not densely populated.</p> <p><i>Nearby City Limits:</i> Basehor is more than 1.5 miles to the southeast.</p> <p><i>Initial Growth Management Area:</i> This parcel is located within the Rural Growth Area.</p>	✓	
<p>2. Zoning and uses of nearby property: <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature.</p> <p><i>Adjacent Zoning:</i> All adjacent properties are zoned RR-5.</p>	✓	
<p>3. Suitability of the Property for the uses to which it has been restricted: The property is suitable for rural residences and agricultural uses. An existing airstrip has been located on the property since the 1970s. It is suitable for an airstrip as well.</p>	✓	
<p>4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>Nearby properties are unlikely to be negatively impacted as the proposed rezoning remains rural residential. The proposed rezoning would increase the number of residences adjacent to the airstrip but as far as staff is aware, there are no restrictions on the number of planes that can take-off/land on the airstrip.</i></p>	✓	
<p>5. Length of time the property has been vacant as zoned: <i>Vacant:</i> <input checked="" type="checkbox"/> <i>Not Vacant: two houses and multiple accessory structures</i></p>	✓	
<p>6. Relative gain to economic development, public health, safety and welfare: The rezoning does not impact economic development, public health, safety or welfare. In the event the parcel were to be developed as a rural subdivision, twice as many homes could potentially be constructed which may have a positive impact on economic development.</p>	✓	
<p>7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Residential (2.5 min acres)</i> <i>Section 4 Land Use and Development Plan Strategies: The proposed use is compatible with the future land use designation.</i></p>	✓	

STAFF COMMENTS:

The applicants are requesting a rezoning from Rural-Residential 5 to Planned Unit Development. The Comprehensive Plan identifies the future land use of this area as Residential (2.5 acre min). While Staff would typically recommend denial of a request that does not conform to the future land use, Staff has determined that the proposal complies with the Comprehensive Plan for the following reasons:

The requested use is less dense than the future land use designation.

The proposed layout of the Planned Unit Development, when both principal and secondary lots are added together, create lots that are either 5 acres or almost 5 acres.

When approving a Planned Unit Development, the Planning Commission is tasked with determining whether the proposal is compliant with Article 14 – Planned Unit Development in the Zoning & Subdivision Regulations, Attachment D. The applicant has submitted a concurrent application for the Preliminary Plat of this subdivision. The plat acts as the Development Site Plan along with the Homeowner’s Association Development Agreement in determining the design standards for the proposed PUD.

The applicant is proposing to develop 7 principal lots which would be single-family residential development. Accessory structure shall be permitted. The proposed principal lots (Lots 1-7) will range in size from 2 to 3.36 acres in size. These lots will access off a private driveway that has been designed as a cross access easement. The driveway will access off of Hollingsworth Road using the existing driveway access that was granted a variance per DEV-21-204 from the Access Management Policy. The private road will run along the west side of the existing airstrip. A 40 ft front yard building setback line has been included in addition to the 60 ft private drive easement. When added together, it creates a 100 ft buffer from the airstrip to the proposed locations of housing (except on Lot 1 where an existing house is already located closer to the airstrip than 100 ft.) The 100 ft. buffer would be in alignment with previously approved airstrip subdivisions in the County. The applicant is proposing to also develop secondary lots on the east side of the airstrip (Lots 1A – 7A) which would only be used for hangers and fueling stations for the airstrip. These hangers are all private and will not be open for public leasing, per the development agreement. The applicant has indicated that the secondary lots would be sold with the principal lots. If the property owner would not like the secondary lot, the corresponding secondary lot would stay under the HOA’s ownership. Access easements have been granted from the private drive to the secondary lots along the north and south side of the airstrip. No access from 172nd shall be granted to these lots. A 50 ft buffer zone has been created from the airstrip to the developable area for the hangers. Staff would recommend that that buffer be as large as possible however, no residences shall be permitted on these lots. **The applicant is also requesting an amendment to Article 20, Section 13 of the Zoning Regulations. This requirement places a 105 ft setback from the centerline of any county road for structures or buildings. The proposed layout is requesting a setback of 85 feet. Per Article 14, a PUD must comply with Article 20 unless otherwise approved as part of the development plan.** The applicant has indicated that 172nd, when installed, was built entirely on his client’s side of the section line instead of splitting the line which is standard practice, thus decreasing the amount of buildable area on their side of the road.

Additionally, the applicant is requesting to create a lot (Lot 2) with an accessory structure without a principal structure. The plan is that eventually it will be developed with a single-family house, but approval of this plan would allow for the structure to remain. An existing pond is located on Lot 6 and appears to cross to Lot 7. Staff recommends placing a condition on the final plat that a pond maintenance agreement shall be included on the face of the plat. The applicant has submitted preliminary road plans for review. Staff will recommend that road and stormwater plans, in compliance with Attachment E, be submitted with the Final Plat. Staff has requested the applicant confirm compliance with FAA regulations for the airstrip. Per the applicant, no FAA regulations are required for this type of private airfield. Staff has not reviewed this application in regards to FAA or other federal agency standards. Also, all structures built within the Planned Unit Development must still comply with all adopted building codes within the County.

PROPOSED CONDITIONS:

1. An amendment to Article 20, Section 13 amending the setback from the centerline of 172nd Street to 85 feet shall hereby be approved. A notation shall be included on the face of the final plat.

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Map
- C: Memorandums
- D: Article 14 – Planned Unit Development
- E: Cross Access Easement Submittal Standards

REZONING APPLICATION

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

Office Use Only

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

APPLICANT/AGENT INFORMATION

OWNER INFORMATION (If different)

NAME Joe Herring NAME Rick Neu / Heartland Enterprises
ADDRESS 315 North 5th Street ADDRESS 17251 Hollingsworth Road
CITY/ST/ZIP Leavenworth, KS 66048 CITY/ST/ZIP Basehor, KS 66007
PHONE 913-651-3858 PHONE N/A
EMAIL herringsurveying@outlook.com EMAIL N/A
CONTACT PERSON Joe CONTACT PERSON N/A

PROPOSED USE INFORMATION

Proposed Land Use AG, Rural Residential, and Airstrip
Current Zoning RR-5 Acres Requested Zoning P.U.D.
Reason for Requesting Rezoning Dividing property with existing airstrip and proposed private roadway.

PROPERTY INFORMATION

Address of Property 17271 & 17251 Hollingsworth Road
Parcel Size 34 Acres
Current use of the property AG, Rural Residential, Airstrip
Present Improvements or structures Houses, Barns, Airplane hanger
PID 154-20-0-00-00-002 & 002.01

I, the undersigned am the (*owner*), (*duly authorized agent*), (*Circle One*) of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for rezoning as indicated above.

Signature Joe Herring - digitally signed 10/12/2022 Date 10-12-22

ATTACHMENT A

8KS1 Neu Field Airport
Basehor, Kansas, USA

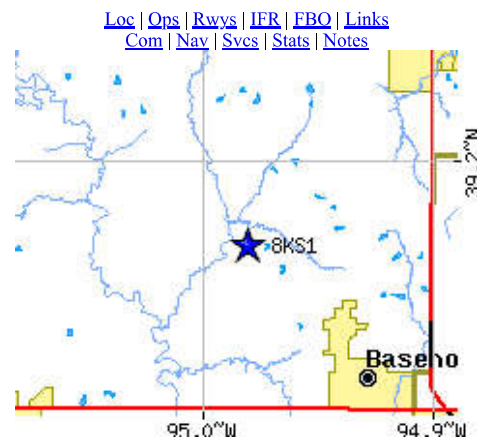


GOING TO BASEHOR?	 Reserve a Hotel Room
--------------------------	---

FAA INFORMATION EFFECTIVE 23 MARCH 2023

Location

FAA Identifier: 8KS1
 Lat/Long: 39-10-09.1100N 094-58-43.0250W
 39-10.151833N 094-58.717083W
 39.1691972,-94.9786181
 (estimated)
 Elevation: 920 ft. / 280 m (estimated)
 Variation: 05E (1985)
 From city: 3 miles NW of BASEHOR, KS
 Time zone: UTC -5 (UTC -6 during Standard Time)
 Zip code: 66007



Road maps at: [MapQuest](#) [Bing](#) [Google](#)

Airport Operations

Airport use: Private use. Permission required prior to landing
 Activation date: 08/1978
 Control tower: no
 ARTCC: KANSAS CITY CENTER
 FSS: WICHITA FLIGHT SERVICE STATION
 Attendance: DAYLIGHT HOURS
 Wind indicator: yes
 Segmented circle: no

Airport Communications

WX ASOS at MCI (15 nm NE): PHONE 816-329-2808
 WX ASOS at LWC (15 nm SW): 121.225 (785-749-1309)
 WX ASOS at MKC (18 nm E): 120.75 (816-329-2843)

Nearby radio navigation aids

VOR radial/distance	VOR name	Freq	Var
MCI r233/13.2	KANSAS CITY VORTAC	113.25	05E
TOP r081/26.6	TOPEKA VORTAC	117.80	05E

Aerial photo

No photo available

If you have an aerial photo of this airport that you would like to share with other users of AirNav.com, click here to [send us your photo](#).

Sectional chart

[ANX](#)r269/39.8

NAPOLEON VORTAC 114.00 07E

Airport Services

Runway Information

Runway 17/35

Dimensions: 2000 x 40 ft. / 610 x 12 m

Surface: turf

RUNWAY 17 **RUNWAY 35**

Latitude: 39-10.316667N 39-09.987000N

Longitude: 094-58.714667W 094-58.719500W

Elevation: 951.0 ft. 962.0 ft.

Traffic pattern: left left

Airport Ownership and Management from official FAA records

Ownership: Privately-owned

Owner: RICK NEU

17251 HOLLINGSWORTH RD

BASEHOR, KS 66007

Phone (832) 767-9153

Manager: VICKI NEU

17251 HOLLINGSWORTH RD

BASEHOR, KS 66007

Phone 832-767-8041

Airport Operational Statistics

Aircraft based on the field: 1

Single engine airplanes: 1

Additional Remarks

- FOR CD CTC KANSAS CITY APCH AT 816-329-2710.

Instrument Procedures

There are no published instrument procedures at 8KS1.

Some nearby airports with instrument procedures:

[KFLV](#) - Sherman Army Airfield (12 nm N)

[KMCI](#) - Kansas City International Airport (15 nm NE)

[KLWC](#) - Lawrence Regional Airport (15 nm SW)

[KMKC](#) - Charles B Wheeler Downtown Airport (18 nm E)

[KIXD](#) - New Century AirCenter Airport (21 nm S)



Airport distance calculator

Flying to Neu Field Airport? Find the distance to fly.

From to 8KS1

[▶ CALCULATE DISTANCE](#)

Sunrise and sunset

Times for 24-Mar-2023

	Local (UTC-5)	Zulu (UTC)
Morning civil twilight	06:51	11:51
Sunrise	07:18	12:18
Sunset	19:35	00:35
Evening civil twilight	20:01	01:01

Current date and time

Zulu (UTC)	24-Mar-2023 20:46:37
Local (UTC-5)	24-Mar-2023 15:46:37

METAR

[KMCI](#) 241953Z 05015KT 10SM BKN100
14nm NE 12/02 A2974 RMK AO2 SLP073
T01170022

[KLWC](#) 241952Z AUTO 04014G20KT 6SM
14nm SW HZ CLR 13/02 A2973 RMK AO1
SLP069 T01280022

[KMKC](#) 241954Z 08011G19KT 10SM
18nm E BKN043 BKN055 12/02 A2973 RMK
AO2 SLP067 T01170017

[KIXD](#) 241953Z 04014KT 10SM BKN024
22nm S 09/03 A2971 RMK AO2 PRESFR
SLP062 T00940033

[KOJC](#) 241953Z 03015G22KT 10SM
22nm SE OVC022 09/02 A2971 RMK AO2
PRESFR SLP062 T00890022

TAF

[KMCI](#) 241735Z 2418/2518 07012KT P6SM
14nm NE SCT015 BKN100 FM242300 05008KT
6SM -RA BR OVC020 FM250500
33007KT P6SM SCT030 BKN080
FM251000 31005KT P6SM SCT120

[KMKC](#) 241735Z 2418/2518 07011KT P6SM
18nm E SCT015 BKN100 FM242300 05008KT
6SM -RA BR OVC020 FM250500
33007KT P6SM SCT030 BKN080
FM251000 31004KT P6SM SCT120

NOTAMs

[▶ Click for the latest NOTAMs](#)

NOTAMs are issued by the DoD/FAA and will open in a separate window not controlled by AirNav.

Would you like to see your business listed on this page?

If your business provides an interesting product or service to pilots, flight crews, aircraft, or users of the Neu Field Airport, you should consider listing it here. To start the listing process, click on the button below

 [ADD YOUR BUSINESS OR SERVICE](#)

Other Pages about Neu Field Airport

 [ADD A LINK](#)

Copyright © AirNav, LLC. All rights reserved.

[Privacy Policy](#) [Contact](#)

NEU FIELD AIR PARK PLANNED UNIT
DEVELOPMENT

DECLARATION OF USE RESTRICTIVE
COVENANTS AND EASEMENT
AGREEMENT

THIS DECLARATION is made this 30th day of September, 2022, by Heartland Enterprises, LLC, and Rick L. Neu and Vicki L.B. Neu, herein referred to as "Owner".

WHEREAS, Owner owns the following described real estate situated within Neu Field Airpark Planned Unit Development in Leavenworth County, Kansas:

A tract of land in the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th M., Leavenworth County, Kansas, as written by Joseph A. Herring S-1296 on February 24, 2022, more fully described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 15'39" West for a distance 659.61 feet along the North line of said Northeast Quarter to the TRUE POINT OF BEGINNING; thence South 01 degrees 28'14" East for a distance of 2345.93 feet; thence South 88 degrees 14'55" West for a distance of 657.58 feet; thence North 01 degrees 31'12" East for a distance of 1385.06 feet; thence North 88 degrees 28'39" East for a distance of 97.01 feet; thence North 02 degrees 39'41" West for a distance of 104.00 feet; thence North 45 degrees 51'39" East for a distance of 73.98 feet; thence North 06 degrees 47'21" West for a distance of 213.32 feet to the North line of said Northeast Quarter; thence North 88 degrees 15'39" East for a distance of 529.82 feet along said North line to the point of beginning. Said property contain 34.42 acres, more or less including road right of way. Error of Closure - 1 : 1226905

AND, WHEREAS, THE FOLLOWING ARE OWNERS OF THE LOTS AND Tracts within the Neu Field Airpark Planned Unit Development of Leavenworth County, Kansas:

Lot and Exhibit Number	Lot Owners
1, 2, 3, 4, 5, 6, and 1A, 2A, 3A, 4A, 5A, 6A	Heartland Enterprises, LLC
7 and 7A	Rick L Neu and Vicki L.B. Neu
Tract A (Airstrip)	Heartland Enterprises, LLC, Rick L. Neu and Vicki L.B. Neu

AND, WHEREAS, the legal descriptions for these Lots and Tracts are attached and marked Schedule A; and,

AND, WHEREAS, the Corporation does hereby grant to the Lot or Tract Owners use and easement rights to the Airstrip on the following covenants, terms and provisions:

LEGAL DESCRIPTION OF AIRSTRIP (PRIVATE LANDING FIELD): A 60 foot strip 30 feet either side of a line described as follows: Beginning at a point 240.0 feet South 89° 54; 30" West from the Southeast corner of the West ½ of the East ½ of the Northeast ¼ of Section 20, Township 10 South, Range 22 East of the Sixth P.M., thence North 00° East approximately 2640.0 feet to the North line of the West ½ of the East ½ of said Northeast ¼.

FAA IDENTIFIER

8KS1

Lat/Long: 39-10-09.1100N 094-58-
43.0250W 39-10.151833N
094-58.717083W
39.1691972,-94.9786181

(estimated)

Elevation: 920 ft./ 280 m (estimated)

Variation: 05E (1985)

From city: 3 miles NW of BASEHOR, KS

Time zone: UTC -5 (UTC -6 during Standard

Time) Zip code: 66007

Together with all air space above the surface of Owner's above-described property *to* an infinite height above the Owner's property.

A. DEFINITIONS OF TERMS:

1. The term "airplane" or "aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.

2. The term "Airstrip" shall mean the tract of ground as described above in both Legal Description as Tract A, and FAA Identifier.

3. The term "Corporation" refers to Neu Field Airpark Owners Assn., a Kansas Corporation.

4. The term "district" means those lots, tracts and any other real estate that may be acquired in the-future from time to time by the Corporation.

5. The term "guest" means an individual or individuals visiting but not residing with an Owner. It is important to note that all guests must abide by operating rules and should be monitored or supervised by the Lot Owner who invited them.

6. The term "laws" means any and all applicable federal, state, county, or municipal enactments and regulations adopted by any governmental body and agency with jurisdiction including without limitation the Board of County Commissioners of Leavenworth County, Kansas.

7. The term "Lot" means either any Lot as platted or any later added tract of land and upon which a residence or hangar may be erected, but does not include the airstrip.

8. The term "Owner" or "Owners" means those natural persons, associations, partnerships, corporations or other legal entities, which may from time to time be the record Owner of a fee interest in any Lot or Tract.

9. The term "Review Committee" shall refer to that Committee established by Article IX of the Bylaws of the Neu Field Airpark Owners Association.

10. The term "tract" means an unplatted parcel of land.

11. The term "Unattached building" means a hangar, garage, animal abode, etc. serving the residence to which it is appurtenant.

12. The term "Fuel" or "Fuel Tanks" means a tank designated for aviation fuel to be used to fuel aircraft and not to exceed 500 gallons, and not to be advertised for sale.

B. USE RESTRICTIONS:

1. Persons bound and Duration – All Lot Owners, their heirs, assigns or anyone who now owns or shall hereafter acquire any interest in the Lots shall be taken to hold and agree and covenant to conform to and observe the following

covenants, restrictions, and stipulations as to the r use. The parties may release any Lot which is hereby restricted from one or more of the restrictions by mutual agreement executed and acknowledged in writing and filed for record in the office of the Register of Deeds of Leavenworth County, Kansas.

2. Use of Land – Zoning of the Lots will remain Leavenworth County “PUD” unless or until changed at some future time by the Owner with the consent of the Control Committee and approved by Leavenworth County.

3. No Lot or Lots recorded shall be re-subdivided and no tract or tracts shall be divided into building lots or tracts other than those shown on the recorded plat or recorded documents or amendments. A Lot or Tract Owner may combine portions of lot or tract with an adjoining lot or lots or tract or tracts, but no additional building or improvement site is created thereby. Any division or combination of lots shall be effective only with the written approval of the Corporation.

4. If the Owner of Lots 1-7 does not purchase or Land Lease the corresponding Lot A, then that Lot A must remain in the ownership of Heartland Enterprises, LLC, or Neu Field Airpark Owners Association as its assignee.

5. Easements for installation and maintenance of utilities and drainage are reserved as may be shown on the recorded plat of the Neu Field Airpark Planned Unit Development, Leavenworth County, Kansas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, use and flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot,

except for those improvements for which a public authority or utility company is responsible. Lot setbacks are as follows; all permanent structures must be set back 15 feet from the side property lines, and 40 feet from the rear property lines per County guidelines. The rear yard setback must allow for the Public Utility overhead powerline road access.

6. Any residence or building erected on the property shall not be more than two stories in height above ground level, and have a maximum height of 35 feet per county guidelines. Each residence shall have a minimum of 2000 square feet of living area above ground excluding attached garages, porches, decks .or other extensions of buildings or improvements. There is no limit to the total area that may be developed on a Lot. Pre-fabricated or manufactured homes, or mobile homes are prohibited except for temporary housing for one year during the building of a home or hangar. Homes should be built before hangars or additional buildings.

7. Unattached garages or buildings shall be permitted if consistent with good and acceptable style for the neighborhood, subject to the restrictions stated in this agreement, consistent with all Leavenworth County regulations, and with the approval of the Review Committee.

8. No building shall be constructed on a Lot and no improvements shall be made, unless the plans, specifications and location of the buildings or improvements shall have written approval of the Review Committee.

9. Driveways an Lots and Tracts shall be wide enough to accommodate emergency vehicles, and in compliance with all Leavenworth County codes and regulations.

10. Failure to approve or disapprove submitted documentation specified in paragraph 5 within 30 days after receipt by the Review Committee shall constitute approval. All construction shall be completed in six months after excavation has commenced on the lot. For good cause shown, extensions for completion will be granted by the Review Committee.

11. No inoperative trailers, motor-homes, boats, or other recreational type vehicle, or other junk or salvage; (i.e., trashy in appearance), shall be parked or left on the exterior of any lot.

12. To protect the operational safety of the airstrip, on the East side, no part of a hangar shall be built within fifty-one (51) feet from center of the airstrip. On the West side, all structures shall be not less than ninety (90) feet from the center of the airstrip. Hangars built on East side Lot(s) 1A, 2A, 3A, 4A, 5A, 6A, and 7A shall not include any residential features, including but not limited to bathroom or living quarters. These setbacks shall be strictly enforced, and all side Lot and rear Lot setbacks required by applicable zoning and subdivision regulations shall be observed.

13. Aviation Fuel tanks are not allowed on the airstrip, and should be beside or near the Owner's Hangar whether it be on Lots 1-7 or Lots 1A – 7A. Fuel tanks shall not exceed 500 gallons. Owners shall not advertise Aviation Fuel for sale.

14. Animals and/or livestock may be raised, bred, and/or kept on any Lot, including, dogs cats or other household pets, provided that proper fencing is provided to fence in any such animal or livestock, and the fencing is in place prior to the arrival of the animal(s). No such animal or livestock shall be kept, raised,

bred or maintained for any commercial purpose without the prior approval of the Review Committee. Pets shall be under the control of the Owner at all times.

15. There shall be no front yard fences except fences for decorative purposes. Fences require previous approval by the Corporation and must be of a good or acceptable style for the neighborhood. All land in front of the residence shall be used solely for lawn, driveways and walks. No fences shall be built on an easement.

16. No Lot or Tract shall be used in whole or in part for the storage of rubbish of any character whatever or for the storage of any property or item that will cause the Lot or Tract to appear to be in an unclean or untidy condition or that would be obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot or Tract that will emit foul or obnoxious odors.

17. Home offices or personal service type home businesses may be allowed if allowed by law, including all county regulations, and if approved by the Review Committee. Home offices may be staffed only by family, and any home business should be limited so as to not increase vehicular traffic on the private driveways and roads.

18. No permanent sign of any kind shall be permitted on a Lot or Tract or displayed to the public or on any building or improvement except for ordinary and customary professional signs advertising the property for sale. No sign shall exceed five square feet. Nothing in this restriction is intended to restrict or prohibit the Corporation from developing signs to advertise Lots and Tracts for sale or improvement. Any other temporary signs shall be approved by the Review Committee prior to their use. Commercial advertising signs are prohibited, with the

exception of Neu Field Airpark signage.

19. Each Owner shall, at the Owner's sole cost and expense, maintain and repair all buildings and improvements in a condition comparable to the initial construction.

20. The renting or leasing of a Lot or Tract together with its buildings and improvements shall be permitted. The renting or leasing of less than all the Lot or Tract together with all its improvements shall not be permitted without approval of the Review Committee. All persons renting or leasing such property shall be subject to the same conditions and restrictions as the lot or tract Owner.

21. These use restrictions shall run with the land and are not personal.

22. Disputes or disagreement between the Corporation and the Owners, or among the Owners shall be determined by proceedings under the arbitration statutes of the State of Kansas, as amended from time to time.

23. Invalidation of any one or more of these covenants and restrictions by judgment or order of the court shall in no way affect any other provisions which shall remain in full force or effect.

24. The failure by the Corporation or any Owner to enforce these restrictions shall in no event be deemed a waiver of the right to such enforcement either as to the same breach or as to a separate or additional breach.

C. REVIEW COMMITTEE:

1. The Review Committee shall be constituted as set out in Article IX of the Neu Field Airpark Owners Association By-Laws.

2. Standard for Review. Approval by the Committee must be in writing, and shall be based, among other things, on adequacy of the Lot dimensions,

conformity and harmony of external design, colors, roof materials effect of location and use of improvements on neighboring Lots, operations and uses; relationship of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; proper orientation of main elevation to airstrip, compatibility and location of parking areas; and conformity of the plans and specifications to the purpose and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any such plans and specifications.

3. Limitation of Liability. Neither the Committee nor Declarant, nor their respective agents, employees, successors or assigns, shall be liable in damages to (i) anyone submitting plans to them for approval, or (ii) the Owner of any land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any such plans and specifications which are submitted to it. Every person who submits plans to the Committee for approval agrees by submission of such plans and specifications, and any Owner or tenant of any of the Lots agrees by acquiring title thereto or an interest therein, to not bring any action or suit, against the Committee or Declarant, asserting any right to recover any such damages.

4. Enforcement.

a. The Committee members shall have the authority and standing, on behalf of the Owners, to enforce in courts of competent jurisdiction, decisions of the Committee established in this section.

No restriction set forth in this Declaration shall be

personally binding upon any Owner, except in respect to breaches committed during his, their, or its Owner's ownership of a Lot as record title holder, and the Committee and/or the Owner or Owners of any other Lot, or part thereof, may have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach, or to enforce the observance of the restrictions herein set forth, in addition to ordinary legal action for damages. Enforcement either to recover damages or restrain violations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The costs (including attorneys' fees and court costs) incurred by the Committee to enforce the provisions hereof may be assessed against the Lot upon which such violation occurred. When the costs are so assessed, the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, and the Committee may, but shall not be required to, file a statement (a "**Lien Statement**") in the office of the Register of Deeds of Leavenworth County, Kansas, setting forth the amount due and the lien in favor of the Committee. The Committee shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this section, or any other provisions or requirements of this Declaration, exist on such Lot, and neither the Committee nor any such agent or employee shall be deemed to have committed a trespass or

other wrongful act by reason of such entry or inspection.

b. In addition to the remedies set forth elsewhere in this Declaration, the Review Committee may assess a fifty dollar (\$50.00) per day assessment, together with attorneys' fees and recording costs, against the title holder of any Lot on which construction of any type is commenced prior to approval of construction plans of a site by the Review Committee, or for any other violation for which there is not a specific assessment otherwise provided. This assessment shall continue to be in effect until construction is stopped and a set of plans has been submitted for review and approved by the Review Committee, or until any other violation is ceased. Such assessments, attorneys' fees and recording costs shall be a lien on the subject Lot until paid, and the Review Committee may file a Lien Statement with the Register of Deeds of Leavenworth County, Kansas, to make such liens a matter of public notice. Construction shall not commence again until a full set of construction plans has been approved by the Review Committee.

D. AIRSTRIP EASEMENT:

1. Heartland Enterprises, LLC hereby grants to the Owners an easement to the Airstrip for the takeoff and landing of aircraft owned or operated by the Owners and guests upon compliance with the terms and provisions the Articles of Incorporation, By-Laws of the Corporation and the terms of this Declaration in effect or as may be amended or adopted by the Corporation from time to time. This is an easement appurtenant to the airstrip and its use; it shall

run with the land and is not personal.

2. The following shall constitute the beginning regulations and operating rules.

a. Interference with Aircraft: The Owners shall not hereafter use or permit their Lots to be used in such a manner as to create electrical interference with radio communications between any installation upon the Airstrip or aircraft, to make it difficult for flyers to distinguish between Airstrip lights or others, to impair visibility in the vicinity of the Airstrip, or any act which may endanger the landing, taking off or maneuvering of aircraft.

b. Operating Rules:

i. Nothing in these rules is to override the pilot's authority and responsibility to conduct a safe flight. The intent of these rules is to insure a safe and orderly Airstrip operation that is neighborhood compatible;

ii. All traffic patterns are to be left hand traffic pattern landing to the north, and left hand traffic pattern landing to the south;

iii. There shall be no commercial activities involving use of the Airstrip that could jeopardize any regulatory requirements for the Airstrip;

iv. No Airstrip activity shall be conducted by an Owner which shall in any way increase the liability insurance rate of Owners or in any way be considered illegal;

- v. There shall be no fly-in (5 or more aircraft) or special events that require use of the Airstrip without previous approval of the Corporation. The Corporation in its discretion, may require the Owner to provide additional insurance, if appropriate;
- vi. In the interest of noise abatement, no touch and go, low passes (dragging the field) or buzzing any buildings. will be allowed at any time. This does not apply to an Owner as to touch and go for qualification purposes;
- vii. Aircraft operation between the hours of 9:00 P.M. and 6:00 A.M. is restricted to one take-off and/or landing per individual aircraft;
- viii. This Airstrip shall not be used as a primary training facility for instruction of non-Owners;
- ix. This Airstrip shall be operated only as a non-commercial airstrip.
- x. The Corporation and each Owner shall comply with all laws in effect from time to time;
- xi. Each Owner shall be liable for and responsible to the Corporation and its Owners for all damages, claims of liability and costs including without limitation attorney fees arising out of the acts of an Owner and of the guests of the Owner;
- xii. Owners and guests shall hold the Corporation, harmless and shall pay all expenses including, without limitation attorney fees, relating to any claim of liability of the Corporation by any person, association, or legal entity based or relating to lots of an

Owner and,

xiii. Each Owner shall be liable to the Corporation and the Owners for all costs and expenses including without limitations attorney fees for any act or procedure for enforcement as to that member under section D(1). These costs and expenses shall be assessed in addition to the annual improvement assessment. (The "Enforcement Assessment").

E. DRIVEWAY EASEMENT AND AIRSTRIP EASEMENT:

1. The Owners of Neu Field Airpark Planned Unit Development Lots 1-7 hereby grant to all Owners of Lots in Neu Field Airpark Planned Unit Development an easement solely for the purpose of ingress and egress to or from their properties. This "Driveway Easement" is legally described in Schedule A to this Declaration. This is an easement appurtenant to Lots 1-7, and it shall run with the land and is not personal.

2. There will be no access to any of Lots 1-7, or Lots 1A-7A directly from a County Road. All access to Lots 1-7 will be limited to the private driveway, and access to Lots 1A-7A will be via the north and south ends of the Airstrip and private easements.

3. Airstrip and Road Maintenance Improvements, Upkeep – For the purpose of providing funds to the Corporation to improve and maintain the Tract of land commonly known as "Airstrip," and the driveway easement. The annual assessment shall be an amount equal to the annual cost incurred by the Corporation for liability insurance, real estate taxes, normal maintenance of improvements, Airstrip lights electric bill, upkeep for the Airstrip, and

administrative expenses of the Corporation, including directors and officers' liability insurance. The records of such costs shall be kept by the Corporation and presented to Owners upon demand. Each subsequent assessment shall be fixed and levied prior to January 1 annually and shall be due and payable within 30 days thereafter.

F. POWERS AND DUTIES OF THE CORPORATION:

In addition, to the powers and duties granted by other provisions of this Declaration or the Bylaws, the Corporation shall have the following powers and duties:

1. To enforce, either in its own name or in the name of any Owner any or all use provisions, restrictions, rules, regulations, easement provisions or the provisions of this Declaration in use in effect or as adopted by the Corporation from time to time and to require the observance of all laws.
2. To adopt use provisions, restrictions, regulations and easement provisions from time to time.
3. To obtain and keep in force public liability insurance and such other insurance coverage with respect to the airstrip and the activities of the Corporation in such amounts and from such companies and, naming as insured the Corporation, its members, officers, directors, agents and employees as the board may determine.
4. To acquire and own title to such real estate or personal property as may reasonably be necessary to carry out the purposes of the Corporation, including acceptance of transfer of the Airstrip from Heartland Enterprises, LLC, if offered to the Corporation.

5. To pay the costs or expenses to carry out the duties and powers of the Corporation and including directors and officers liability insurance premiums, bookkeeping and accounting expenses, attorneys fees and such other expenses as they may be determined necessary or proper to carry out the intent of this declaration.

6. To exercise the general and specific powers enumerated in the Corporation Code of the State of Kansas as it may be amended from time to time.

7. To receive and take action on applications for building permits which are required and to grant occupancy permits.

8. To take such action as may be determined by the Corporation for the benefit of the Corporation, its Owners, officers, directors, agents and employees.

G. METHOD OF PROVIDING FUNDS:

1. For the purpose of providing general funds to enable the Corporation to exercise its powers, duties and to perform its obligations to accomplish its purposes, all Lots, and Lots with divided Ownership of the Owners, other than Tract A, the Airstrip, shall be subject to an annual improvement assessment to be paid to the Corporation annually in advance by the respective Owners. The Owners of Lots 1-7, and Lots 1A-&a shall share this improvement assessment equally.

2. The amount of the annual improvement assessment shall be fixed by the Corporation from year to year at a meeting duly called, held and convened in accordance with the Articles of Incorporation, by-laws of the Corporation and

laws of Kansas.

H. DATE WHEN ASSESSMENTS ARE DUE:

The first assessment shall be for the calendar year beginning January 1, 2023. It shall be fixed and levied before January 1, 2023, and shall be due and payable on January 1, 2023, and on the 1st day of January of each subsequent year. The first annual assessment for any Lot and a divided portion of a Lot of a member after January 1, 2023, shall be due and payable on the first day of the month following such conveyance, and the amount of the assessment shall be a sum prorated on the number of days remaining to the end of the calendar year. The Corporation shall notify all Owners on or before that date, stating the amount of the assessment, the date the assessment is due and the amount due for each Lot or divided portion of a Lot owned by each Owner. Failure of the Corporation to levy the assessment prior to January 1st of any year for the next succeeding calendar year beginning on January 1st shall not invalidate any such assessment subsequently fixed and levied for that particular year, nor shall failure to fix and levy an assessment for any one year affect the right of the Corporation to do so for any subsequent year. When the assessment is fixed and levied on a date subsequent to January 1 of any year it shall become due and payable thirty (30) days from the subsequent date.

I. LIEN ON REAL ESTATE:

Each assessment shall become a lien on each Lot or divided portion of a Lot of the Owners as soon as it is due and payable. In the event of failure of any Owner to pay any annual assessment on or before the 1st day of the

third month following the date it became due and payable, the assessment shall bear interest at the rate of ten percent (10%) per annum, or the maximum legal rate of interest allowed by the laws of the State of Kansas, from the 1st day of the third month. This interest shall be an additional assessment against the Lot or Lots of the Owner or Owners requiring enforcement.

J. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of all assessments shall be subordinate to the lien of any mortgage now or hereafter recorded upon any property subject to assessments. However, this subordination shall apply only to the assessment or installments, which have become due and payable before the sale of such property pursuant to a foreclosure of such mortgage, or before a conveyance to the mortgagee or beneficial member in lieu of foreclosure. Such sale shall not relieve the property from liability for any assessment or installments thereafter becoming due or from the lien of any such subsequent assessments or installments.

K. DATE WHEN ASSESSMENT DELINQUENT:

If unpaid on March 1, 2023, and on the first day of March of each following year, or within sixty days from the date of levying the assessment for the calendar year during and for which the assessment is made, whichever may first occur, the entire assessment shall be delinquent. Payment both of principal and of interest when delinquent may be enforced as a lien on the real estate, in proceedings in the District Court of Leavenworth County,

Kansas, having jurisdiction of suits for the enforcement of such liens.

L. TERMINATION OF LIENS:

Liens shall be effective for a period of two (2) years from the date of delinquency and no longer, unless within that time suit shall have been instituted to foreclose the lien, in which case the lien shall continue until the final determination of the suit, and until the sale of the property under execution of a judgment. The Corporation may purchase the property foreclosed at the sale.

M. AMENDMENT AND TERMINATION OF DECLARATION:

At any time and by its action, the Corporation may amend or by unanimous, affirmative votes of all Owners terminate this Declaration and release all lands then affected from the terms and provisions of this Declaration. This right of amendment or termination shall not be effective if a third party shall have easement rights in the common area unless the third party shall previously agree in writing by executing a document for recording to reflect the termination.

N. ASSIGNMENT:

This Declaration shall be binding upon and inure to the benefit of the Corporation and its successors and assignees and to the Owners and their heirs, devisees, grantees and assigns.

O. RESOLUTION OF DISPUTES:

Any and all disputes shall be determined according to the arbitration statutes of the State of Kansas as amended.

IN WITNESS WHEREOF, The Corporation has caused this Declaration to be executed as its act and deed as of the day and year first above written.

Heartland Enterprises, LLC

By: _____
Rick L. Neu, Joint Member

By: _____
Rick L. Neu, Individually

By: _____
Vicki L. B. Neu, Joint Member

By: _____
Vicki L. B. Neu, Individually

NEU FIELD AIRPARK OWNERS ASSOCIATION BY-LAWS

ARTICLE I DEFINITIONS

"Association" - shall mean and refer to Neu Field Airpark Owners Association, its successors or assigns.

"Common Areas" - shall be defined as real property acquired by, or conveyed to, the Association, to be owned by, or leased to, the Association for the benefit and use of its Members.

"Declarations" - as used in these By-laws, shall mean and refer to the Declaration of Use, Restrictive Covenants, and Easement Agreement, dated September 30, 2022, and recorded with the Register of Deeds on October 19, 2022, as Document number 2022R09570, and as such may be further amended from time to time.

"Developer" - shall mean and refer to Heartland Enterprises, LLC and Rick L. Neu and Vicki L.B. Neu for the purposes of the application of these By-laws to the Association, or its successors or assigns within the Development. The term shall not refer to any individual Lot Owner as a successor or assignee of Developer.

"Development" - shall mean and refer to the Neu Field Airpark Planned Unit Development, and all subsequent phases and subdivisions developed on the property described on Exhibit "A" of the Declarations.

"Lot" - shall mean and refer to the various tracts or parcels of ground designated numerically, as Lots 1-7, Lots 1A-7A, and Tract A on the plat of the Neu Field Airpark Planned Unit Development, and such Lots or Tracts which may be subsequently platted within the Development.

"Lot Owner" - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion thereof, which is a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation such as lenders and holders of mortgages. "Lot Owner" shall also mean and refer to buyers in possession under a contract for deed.

"Review Committee" - shall mean and refer to a committee appointed by ("Developer"), until such time as Developer has conveyed 100% of the Lots described above. At such time as 100% of the above described Lots have been conveyed, a Review

ARTICLE IV
MEMBERSHIP AND MEETINGS OF MEMBERS

- A. Membership. Every person or entity who is a Lot Owner, as the term is defined by these By-laws and the Declarations, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Lot Owner shall have more than one membership. Membership shall not be separated from ownership of any Lot. Ownership of any Lot shall be the sole qualification for membership.
- B. Place of Meetings. All annual meetings of members and all other meetings of members shall be held at the principal office of the Association unless another place within or without the State of Kansas is designated either by the Board of Directors pursuant to authority hereinafter granted to said Board, or by the written consent of all members entitled to vote there at, given either before or after the meeting and filed with the secretary of the Association.
- C. Voting Rights. Each Lot Owner shall be entitled to vote one vote for each Lot in which he or she holds the interest required for membership by this Article IV(A). When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- D. Meeting of Voting Members & Other Membership Matters. The annual meetings of the members shall be held on the second Sunday in October in each year at 4:00 p.m. At such meeting directors shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the power of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the Association or given by him to the Association for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the place where the principal office of the Association is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each member entitled thereto not less than ten (10) days nor more the fifty (50) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute. If this bylaw as to the time and place of

by such person or his duly authorized by a written proxy executed by such person or his duly authorized agent and filed with the secretary of the Association; provided that no such proxy shall be valid after the expiration of one (1) year from the date of its execution, unless the person executing it specified therein the length of time for which such proxy is to continue in force.

- J. Inspection of Corporate Records. The membership ledger, the books of account, and minutes of proceedings of the members, the Board of Directors and of executive committees of directors shall be open to inspection upon the written demand of any member within five (5) days of such demand during ordinary business hours if for a purpose reasonably related to his interests as a member. A list of members entitled to vote shall be exhibited at any reasonable time and at meetings of the members when required by demand of any member at least twenty (20) days prior to the meetings. Such inspection may be made in person or by an agent or attorney authorized in writing by a member, and shall include the right to make abstracts. Demand of inspection other than at a members' meeting shall be made in writing upon the president, secretary, or general manager of the Association.
- K. Inspection of By-laws. The Association shall keep in its principal office for the transaction of business the original or a copy of these By-laws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during ordinary business hours.

ARTICLE V **DIRECTORS**

- A. Powers. Subject to limitations of the Articles of Incorporation, the Declarations, the By-laws, the Developer's authority as stated in Article III of the By-laws and of the Kansas Corporation Code as to action which shall be authorized or approved by the members, and subject to the duties of directors as prescribed by the By-laws, all corporate powers shall be exercised by or under the authority of, and the conduct and affairs of the Association shall be controlled by, the Board of Directors. Without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to-wit:
1. To recommend changes to the By-laws to the membership for a vote pursuant to the member's powers under Article X(F).
 2. To select and remove all the other officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, or with the Articles of Incorporation or the By-laws.

omissions insurance covering the officers and directors of the Association;
and

5. To interpret and enforce the provisions of the Declarations.
- C. Number and Qualification of Directors. Until such time as the Developer has conveyed 100% of the Lots, the authorized number of directors of the Association shall be two (2). At such time as 100% of the Lots have been conveyed by the Developer or the Developer has relinquished control of the Board of Directors as provided in Article III above, the authorized number of directors of the Association shall be automatically increased to three (3), until changed by amendment to this bylaw. Directors must be members, unless appointed by the Developer.
 - D. Election and Term of Office. After the Developer has relinquished its authority over this action or conveyed 100% of the Lots in the Development, the directors shall be elected at each annual meeting of voting members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of voting members held for the purpose as soon thereafter as convenient. All directors shall hold office until their respective successors are elected. A director can be removed from office at any time for good cause, by a majority vote of the voting members, and he may be removed without cause by 2/3rd vote of the voting members.
 - E. Vacancies. After the Developer has relinquished his authority over this action or conveyed 100% of the Lots in the Development, vacancies on the Board of Directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. If at any time, by reason of death, resignation, or other cause, the Association should have no directors in office, then any officer or any member may apply to the District Court for a decree summarily offering election as provided for by the Kansas Corporation Code. Each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting or members at which any director or directors are elected to elect the full authorized number of directors to be voted for at the meeting, or if any director or directors elected shall refuse to serve.

Any Member may call a Special Meeting of the Members at any time to fill

- K. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called noticed of wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
- L. Quorum. A majority of the total number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.
- M. Meetings by Telephone or Video Conference. Members of the Board of Directors of the Association, or any committee designated by such Board, may participate in a meeting of the Board of Directors by means of conference telephone, video conference, or similar communications equipment, by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.
- N. Adjournment. A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the Board.
- O. Fees and Compensation. Directors shall not receive any payment for their services as Directors. Directors shall be entitled to reimbursement for expenses made on behalf of the Association.

ARTICLE VI OFFICERS

- A. Officers. The officers of the Association shall be president, a secretary, and a treasurer. The Association may also have such other officers as may be appointed in accordance with the provisions of Article VI(C). Any number of offices may be held by the same person.
- B. Election. The officers of the Association, except such officers as may be appointed in

The secretary shall keep, or cause to be kept, at the principal office, a membership list, showing the names of the members and their addresses, the number and dates of membership.

The Secretary shall give, or cause to be given, a notice of all the meetings of the members and of the Board of Directors required by these By-laws or by law to be given, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-laws.

H. Treasurer.

1. The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all reasonable times be open to inspection by any director.

2. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-laws. He shall be bonded, if required by the Board of Directors.

ARTICLE VII
COMMON AREAS

A. Governance; Rules and Regulations. Common Areas shall be governed by the following provisions:

1. The Board of Directors may limit the number of guests of members or occupants, and may promulgate and establish rules and regulations for the use of any "Common Areas" or any facilities located thereon.
2. The Board of Directors may establish and charge admission and other fees for the use for the use of any recreational facility, if any, situated upon the Common Areas.

accepted by, or otherwise owned or acquired by, a public authority shall be exempt from annual and special assessments.

ARTICLE IX REVIEW COMMITTEE

- A. Review Committee-Appointment. Until such time as the Developer has conveyed 100% of the Lots or relinquished the Developer's authority relative to the Review Committee pursuant to Article III, the Developer shall appoint the members of the Review Committee, who do not have to be Lot Owners. At such time as 100% of the Lots of the Subdivision have been conveyed by the Developer or relinquished control of the Review Committee, the Board of Directors shall appoint a Review Committee comprised of three (3) Lot Owners, who shall thereafter be appointed annually. Any vacancies on the Review Committee shall be filled by the Board of Directors. The operations of the Review Committee shall be governed by the By-laws, the Declarations.
- B. Review Committee Function. It is the purpose and function of the Review Committee to insure the best use and most appropriate development and improvement of the lands located within the Subdivision; to protect the Association and its members against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of and provide for proper landscaping of the Subdivision; to guard against the erection thereon of poorly designed and proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality and aesthetically pleasing type of improvements to the Subdivision, and thereby to enhance the value of investments made by Lot Owners within the Subdivision.

The Review Committee is specifically charged with plan review and approval as outlined in the Declarations, and interpretation and enforcement of the specific Development, Use and Building Standards established in and pursuant to the Declarations.

In the event any Lot Owner shall attempt to construct or alter any improvements, except in compliance herewith, the Review Committee, the Association, or any Lot Owner shall have the authority to seek injunctive or other appropriate relief to enforce compliance with the Declarations.

times as may be deemed appropriate by the Board of Directors.

- E. Contracts, Deeds, Etc., How Executed. The Board of Directors, except as in these By-laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount, provided, however, that any deeds or other instruments conveying lands or any interest therein shall be executed on behalf of the Association by the president or vice-president, if there be one, or by any agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the Association by the president or vice-president.
- F. Amendment/ By-laws. Subject to the exclusive rights of amendment reserved to the Developer in Article X(G) below and after the Developer has conveyed 100% of the Lots, the By-laws may be amended at a meeting of the Association members upon the approval thereof of two - thirds of all of the Lot Owners entitled to vote, or without any meeting if all Lot Owners have been duly notified and if two -thirds of all of the Lot Owners entitled to vote at such a meeting, if held, consent in writing to such amendment.
- G. Developer/ Amendment. Until such time as the Developer has conveyed 100% of the Lots, the Developer reserves the exclusive right to amend these By-laws without approval of the Board, the Association members or any Lot Owner.
- H. Fiscal Year. The Association's Fiscal Year shall run from January 1 to December 31.
- I. Inconsistent Terms. Should any terms of these By-laws be interpreted to be in conflict with the terms of the Declarations, as they may be amended from time to time, then the terms of the Declarations shall control.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of New Field Airpark Owners Association, a Kansas Nonprofit Corporation; and

(2) That the foregoing By-laws, comprising sixteen (16) pages, including this page,

NEU FIELD AIRPARK PUD

A Planned Unit Development and Cross Access Easement Plat in the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:

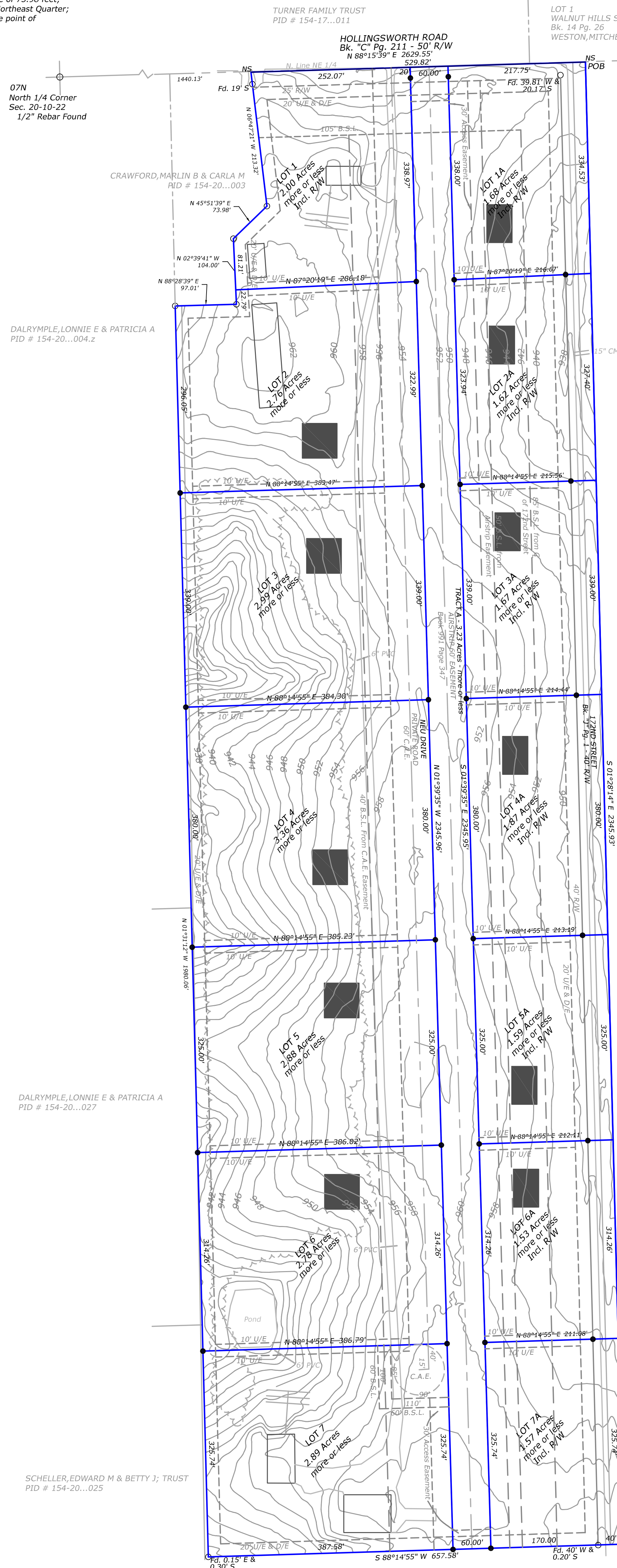
Rick & Vicki Neu
17251 Hollingsworth Road
Basehor, KS 66007
PID # 154-20-0-00-002.01

HEARTLAND ENTERPRISES LLC
17271 Hollingsworth Road
Basehor, KS 66007
PID # 154-20-0-00-002.02

SURVEYOR'S DESCRIPTION:

A tract of land in the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on February 24, 2022, more fully described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 15'39" West for a distance of 659.61 feet along the North line of said Northeast Quarter to the TRUE POINT OF BEGINNING; thence South 01 degrees 28'14" East for a distance of 2345.93 feet; thence South 88 degrees 14'55" West for a distance of 657.58 feet; thence North 01 degrees 31'12" West for a distance of 1980.06 feet; thence North 88 degrees 28'39" East for a distance of 97.01 feet; thence North 02 degrees 39'41" West for a distance of 104.00 feet; thence North 45 degrees 51'39" East for a distance of 73.98 feet; thence North 06 degrees 47'21" West for a distance of 213.32 feet to the North line of said Northeast Quarter; thence North 88 degrees 15'39" East for a distance of 529.82 feet along said North line to the point of beginning.
Said property contain 34.42 acres, more or less, including road right of way.
Error of Closure - 1 : 1226905

- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found Cap #1349, unless otherwise noted.
 - - Concrete Base around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement
 - BM - Benchmark
 - NS - Not Set this survey per agreement with client
 - - Power Pole
 - X - Fence Line
 - OHP - Overhead Power Lines
 - T - Underground Telephone/Fiber Optic Line
 - ◇ - Gas Valve
 - ◆ - Water Meter/Valve
 - ⊕ - Telephone Pedestal
 - ⊖ - 6" Water Line - location as per district
 - W - Tree/Brush Line
 - ⊖ - Centerline of Road



ZONING:

Existing RR - 5 Ac., Proposed P.U.D. - Planned Unit Development

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) All Lots only have Access to NEU DRIVE through the Cross Access Easement. Lots 1A through 7A have access per the 30' Access Easement for Utility Vehicles only. No access shall be granted along 172nd Street.
- 5) Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement.
- 6) Leavenworth County shall bear no responsibility for any maintenance and upkeep of the Cross Access Easement, drive, and drive appurtenances.
- 7) Location of NEU DRIVE per DEV-21-204 Board of Zoning Appeals approval, the roadway spacing requirement for Neu Drive has been reduced.
- 8) All structures at the end of the runway shall comply with Article 20 - Section 5 of the Zoning & Subdivision Regulations No dwelling shall be permitted on Lots 1A-7A. Development shall be limited to hangers and fuel pumps as specified in the Development Agreement. If a structure is more than 5,000 sf, additional building requirements may apply.
- 9) All structures built within the subdivision shall comply with Resolution 2020-39, as amended.
- 10) No Lots are allowed to be split reducing the shown acreage or the shown road frontage.
- 11) No width to depth standards within this development.

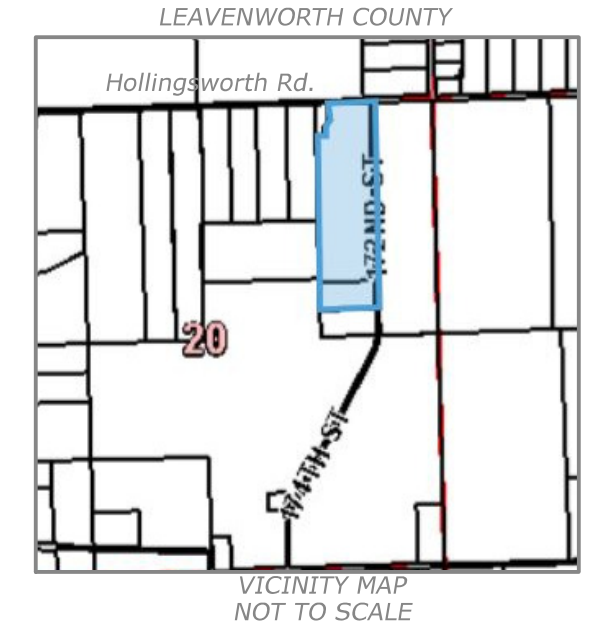
NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Error of Closure Calculations
- 5) Basis of Bearing - KS SPC North 1501 North Line Northeast Quarter
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD83 Project Benchmark (BM) - NE COR LOT 1A - 1/2" Rebar Cap 1349 - 948.6'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Document No. 2021R02965
- 12) Utility Companies -
- Water - Suburban
- Electric - Evergy
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
- 13) Reference Fidelity Title Company File No. 21410186 updated January 2022
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0250G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
- 16) Distances to and of structures, if any, are + - 1'
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
- Road Access Easements recorded in Bk. 945 Pg. 659 lies within the plat Cross Access Easement (C.A.E.) and is vacated upon recording of this plat.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
- Larry T. Hahn PS-1349 Recorded Survey Doc #2016S012

PROPOSED STRUCTURES:

- 55' x 55' Residence
- 40' x 60' Accessory/Hanger

ROSENAU, VIRGINIA L; TRUST
PID # 154-20...001



DALRYMPLE, LONNIE E & PATRICIA A
PID # 154-20...027

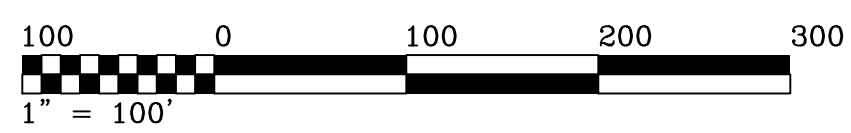
SCHELLER, EDWARD M & BETTY J; TRUST
PID # 154-20...025

ROCK, GEORGE I II & ALANA M
PID # 154-20...026



Scale 1" = 100'

Job # K-21-1528
February 25, 2022 Rev. 5/24/23



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of January thru February, 2022 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

Allison, Amy

From: Tyler Rebel <Tyler.Rebel@evergy.com>
Sent: Thursday, January 26, 2023 1:30 PM
To: Allison, Amy
Subject: RE: DEV-22-141 Rezoning & Preliminary and Final Plat – Neu Airfield Planned Unit Development

Internal Use Only

Evergy has no comments – thank you,

Tyler Rebel
Distribution Designer
Evergy
tyler.rebel@evergy.com
O: 913.758.2727
evergy.com

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, January 24, 2023 4:25 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'Andrew Holder' <aaholder@fpsslaw.com>; Design Group Leavenworth <DesignGroupLeavenworth@evergy.com>; 'Travis@suburbanwaterinc.com' <Travis@suburbanwaterinc.com>; 'stfdchief1760@gmail.com' <stfdchief1760@gmail.com>
Subject: RE: DEV-22-141 Rezoning & Preliminary and Final Plat – Neu Airfield Planned Unit Development

****WARNING:** This email originated from an external source outside of Evergy. Think before you click on links or attachments!**

Good Afternoon,

The Department of Planning and Zoning has received an application for a Rezoning and Subdivision regarding a Planned Unit Development District at 17251 & 17271 Hollingsworth Road.

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 Wednesday, February 1, 2023.

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

Thank you,

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

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Monday, February 13, 2023 9:45 AM
To: Allison, Amy
Cc: Noll, Bill
Subject: RE: DEV-22-142/143 Neu Airfield Review Comments
Attachments: Attachments.html

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

Amy,
Good morning. The PP has been reviewed. Comments are in the link below. Note, Olsson didn't review the site plan.

The PP includes a signature block for the County Surveyor. I assume this not required but wanted to verify. If not, please note it as a comment.

Please let me know of any questions.

Citrix Attachments Expires August 12, 2023

NEU AIRSTRIP PUD LOTS Prelim 2023 Rev 2-9-23.pdf 1.9 MB

[Download Attachments](#)

Mitchell Pleak uses Citrix Files to share documents securely.

Sincerely,

Mitch Pleak

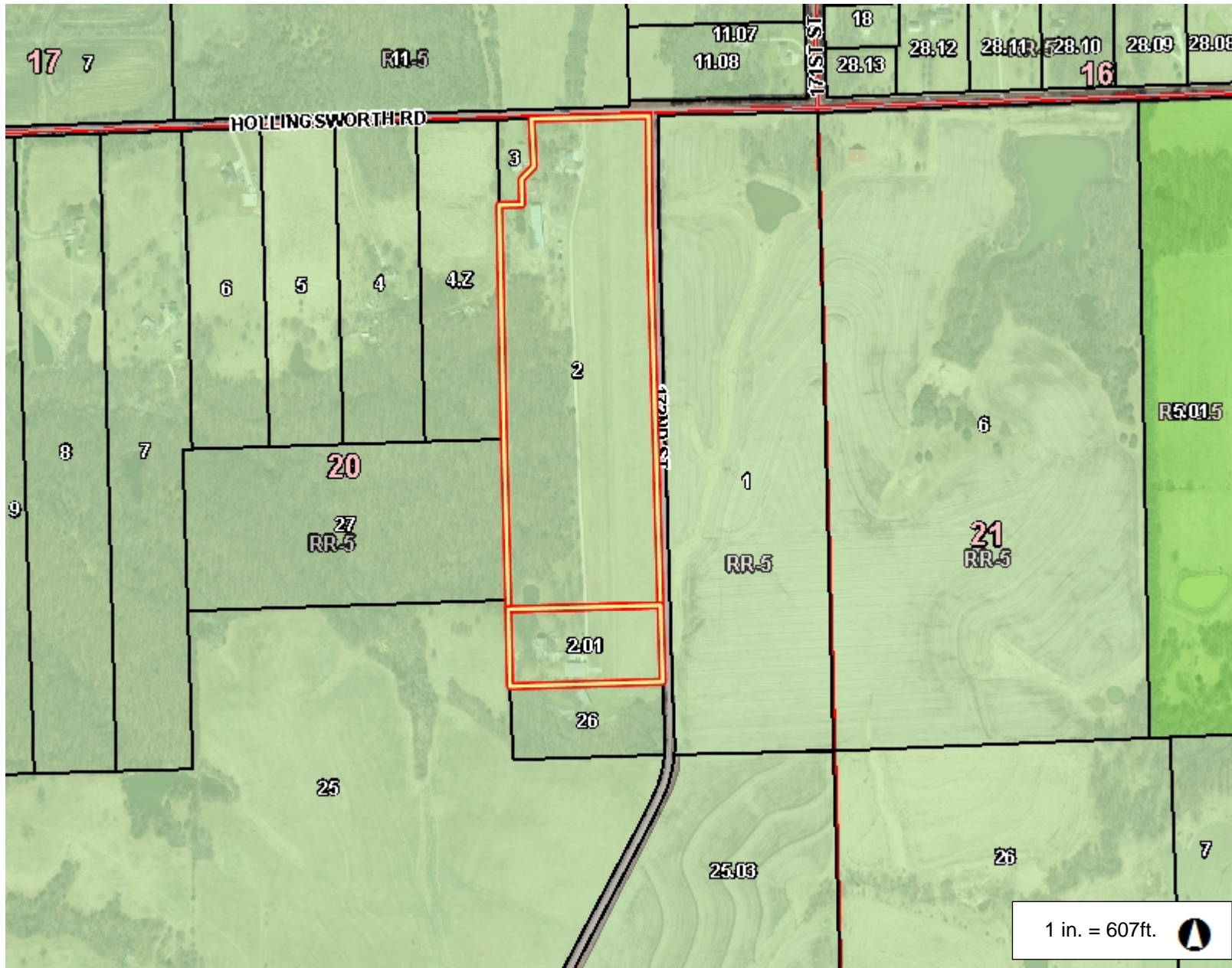
From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Thursday, February 9, 2023 9:49 AM
To: Noll, Bill <BNoll@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: FW: DEV-22-142/143 Neu Airfield Review Comments

From: Joe Herring <herringsurveying@outlook.com>
Sent: Thursday, February 9, 2023 8:42 AM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: Re: DEV-22-142/143 Neu Airfield Review Comments

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.

Just sending this to you - if you feel the still is a "chance" to make March then please forward to all.

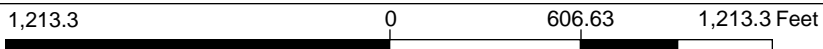
DEV-23-065 NEU Airstrip PUD



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

1 in. = 607ft.



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

ARTICLE 17 – PLANNED UNIT DEVELOPMENT

Section 1. GENERAL

The zoning of land to a Planned Unit Development (PUD) District classification shall be for the purpose of encouraging and requiring orderly development at a quality level generally equal to or exceeding that commonly found in projects developed under conventional zoning, but permitting deviations from the normal and established development techniques. The use of planned developments is intended to encourage efficient development compatible with surrounding land uses, innovative and imaginative site planning, and conservation of natural resources and minimum waste of land. The following are specific objectives of the planned development zoning district:

1. Conventional zoning districts should generally not be applied to the improvement of land by other than lot-by-lot development. Consequently, with the exception of standard single-family and two-family residential subdivisions, development proposals that are intended to be subdivided into multiple lots should generally be rezoned to the planned development district to ensure compatibility, coordination, timing, and sequencing of development.
2. Planned developments are groupings of buildings or building sites that are planned as an integrated unit or cluster on property under unified control or ownership at the time the zoning was approved by the County. The sale, subdivision or other partition of the site after zoning approval does not exempt the project or portions thereof from complying with the conditions that were committed to at the time of the rezoning. The submittal by the developer and the approval by the County of development plans represent a firm commitment by the developer that development will indeed follow the approved plans.
3. Planned residential developments should be designed in a manner that will produce more useable open space, better recreational opportunities, and safer and more attractive neighborhoods than under conventional zoning and development techniques.
4. Planned commercial developments should be designed so as to result in attractive, safe and viable commercial centers and to insure minimum adverse effects on surrounding property, the street system and other services of the community.
5. The developer will be given latitude in using innovative techniques in the development of land not feasible under application of conventional zoning requirements.

Section 2. PLANNED DEVELOPMENT DISTRICT; STANDARDS OF IMPROVEMENT

1. The uses permitted in any planned development district shall be those set forth in the resolution approving the planned development and may include all or a portion of the uses permitted in any other zoning district or districts.
2. As part of the approval of the planned development, the applicant may propose, or the County may require, that a phasing plan be submitted setting forth the timing and sequencing of development.
3. Standards for the design, bulk, and location of buildings and structures shall be as set forth in the development plan approved by the County.

4. Unless specifically modified by the approving resolution or contained on the approved development plan, the provisions of Article 20 Additional Height and Area Regulations remain applicable.

Section 3. PROCEDURE

The procedure for approval of a rezoning to the Planned Unit Development District shall conform to the procedure for rezoning as specified in Article 31 Amendments of these regulations with the following additions:

1. The proposed Planned Unit Development rezoning shall be accompanied by a development plan meeting the requirement for site plans as specified by Article 27 Site Plan Approval of these regulations.
2. Approval of the rezoning shall include approval of the development plan, with any changes or conditions as specified in the resolution approving the rezoning.
3. As necessary, the Board of County Commissioners may attach conditions to the approval of a rezoning of the Planned Unit Development District.
4. Failure of the applicant to comply with provisions of the approval resolution, approved development plan, or any conditions of approval are cause for the County to rescind the subject rezoning following the same public hearing procedure used to approve the rezoning.
5. The applicant may, concurrent with the rezoning to the PUD District, submit preliminary and/or final plats for consideration.
6. The applicant may, following the procedures of Article 31 Amendments, submit amendments to an approved PUD District and approved development plan.

Minimum Plan Requirements for Private Street & Storm Improvement Plans

Plans shall consist of:

- Title Sheet
- Standard and Special Detail Sheets
- Plan and Profile Sheets
- Cross-Section Sheets

Title Sheet shall include the following:

1. Name of project or subdivision.
2. Index of sheets included in plans.
3. A location map showing project location in relation to major streets.
4. The project vertical control benchmark(s) and horizontal control points utilized in the design, including location and elevation as applicable.
5. Name and contact information of the design engineer and owner/developer.
6. List containing name and telephone number of each utility company in the area of the project.

Standard and Special Detail Sheets

Detail sheets shall be included to show all details of appurtenances, materials, and construction. Details and typical sections are to be drawn clearly and neatly with proper identifications, dimensions, materials, and other information necessary to insure the desired construction. A traffic control plan shall be detailed showing location of barricades, include signing required when working adjacent to public/private roads currently in use.

Plan and Profile Sheets shall include the following:

1. North arrow and scale.
2. Elevation and location of all applicable bench marks and control points.
3. Existing and proposed streets with names or numbers and street widths and right-of-way and easement widths.
4. Property lines properly identified as to existing or proposed lot, block and subdivision.
5. All existing and known proposed improvements shall be shown. This shall include such existing items as roadways, driveways, culverts, and other such items, and shall be identified as to type, size, material, etc.
6. Minor construction notes shall appear on the plan and profile sheets.
7. Horizontal curve data, vertical curve data, and stopping sight distances.
8. Gradients between vertical curves.
9. Typical section and slope of improved channels.

10. Profile shall show existing grade at center line and proposed finish grades or established street grades.
11. Existing elevations for existing outfall ditches.
12. Special ditch grades if needed.
13. Show size, location, and flow line of all culverts with applicable drainage calculations and design storm event.

Cross-Section Sheets shall include the following:

1. Street cross-section at each station showing existing grade by dashed lines and proposed grade by a solid line. Cross-sections to show existing grade lines a minimum of ten (10) feet beyond easement/right-of-way lines.
2. Center line elevation of top of pavement.
3. Cross-section shall be shown at all intersecting streets, driveways, and proposed cross-road culverts.
4. Channel cross-sections shall be shown for all drainage channel improvements at 100 feet intervals.
5. Additional cross-sections shall be shown as required to clearly describe the extent of the grading operations.

Leavenworth Times Affidavit of Publication

County of Leavenworth
State of Kansas
NOTICE OF PUBLIC HEARING

Notice is hereby given for the Leavenworth County Planning Commission to hold a public hearing regarding an application (DEV-23-065) for a rezoning request from RR-5 zoning district to Planned Unit Development zoning district on the following described property:

Two tracts of land in the West half of the East half of the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas

Request submitted by Herring Surveying on behalf of Heartland Enterprises LLC and Ricky Lee and Vicki L B Neu

Address: 17271 Hollingsworth Rd & 17251 Hollingsworth Rd

Parcel ID number: 154-20-0-00-00-002.00 & 154-20-0-00-00-002.01

The hearing will be held on Wednesday the 14th day of June, 2023 at 5:30 p.m., in the Meeting Room, located on the second floor of the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas. Further information is available, including the full legal description, for inspection during regular business hours in the Leavenworth County Planning & Zoning Department.

We encourage public input. If you wish to provide comments in writing instead of in person, written comments must be received no later than noon Tuesday, June 13, 2023.

John Jacobson, Secretary
Leavenworth County Planning Commission Publish by 5/24/2023

Published in the Leavenworth Times, May 23, 2023.

I, Tammy Lawson, of lawful age, being first duly sworn on oath, states, that she is a Legal Representative of the Times, a daily newspaper, printed and published in Leavenworth, Leavenworth County, Kansas, that said newspaper has been published for at least Fifty (50) Times a year and has been so published for at least five (5) years prior to the first publication of the attached Notice that said newspaper has a general paid circulation on a monthly and yearly basis in Leavenworth County, Kansas and is not a trade, religious or fraternal publication and has been printed and published in Leavenworth County, Kansas and has a general paid circulation in said County. The attached Notice was published on the following dates in a regular issue of said newspaper.

Publication was made on the 23rd day of May, 2023.

WITNESS my hand this 23rd day of May, 2023.

Tammy Lawson
Legal Representative

Subscribe and sworn before me, this 23 day of May, 2023.

Rebecca A. Broom
Notary Public

My Commission Expires: 6/7/23



RESOLUTION 2023-16

A resolution of the Leavenworth County Kansas Board of Commissioners, authorizing a rezoning from RR-5 to Planned Unit Development on the following described property:

Two tracts of land in the West half of the East half of the Northeast Quarter of Section 20, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas more commonly known as 17271 & 17251 Hollingsworth Road.

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 13th day of October, 2022, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Rezoning on the 14th day of June, 2023; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Rezoning be approved; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the setback from 172nd Street shall be 85 feet as measured from the centerline of the road; and

WHEREAS, the Board of County Commissioners considered, in session on the 5th day of July, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 5th day of July, 2023, and incorporated herein by reference;

That request for rezoning as described above, also known as 17271 & 17251 Hollingsworth Road, Parcel Identification Number 154-20-0-00-00-002.00 & 154-20-0-00-00-002.01, is hereby granted.

Adopted this 5th day of July, 2023
Board of County Commission
Leavenworth, County, Kansas

Vicky Kaaz, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Doug Smith, Member

Mike Smith, Member

Mike Stieben, Member

**Leavenworth County
Request for Board Action
Resolution 2023-17
Special Use Permit Faster Dynamics LLC**

Date: July 5, 2023

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 Requested: Conditionally Approve Resolution 2023-17, a request for a Special Use Permit for Faster Dynamics LLC. The applicant is requesting to operate an auto service station & repair shop at 00000 George Road (PID 148-34-0-00-00-009.02).

Analysis: The applicant is requesting a Special Use Permit for an auto service repair shop on the above stated property. The property is currently vacant, and being mowed for agricultural purposes. The applicant has provided plans to build an 80'x85' shop to operate the proposed auto vehicle repair business out of. The applicant has also indicated that his long-term plans is to build a house to live out of in the near future. The property is 4.7 acres which should accommodate the proposed shop, house and all utilities required for both structures. The neighborhood is predominantly residential and agriculture in nature but Williams Natural Gas operates a natural gas distribution facility approximately 600 feet to the east. The applicant has been in contact with utility companies about providing services to the site and has already acquired a water meter.

The general hours of operation are proposed to be Monday-Friday from 8:00AM until 2:00PM. Traffic to the site is anticipated to be up to 15 customers per week, 3 per day, and the business owner as the only employee. The applicant will primarily work on passenger vehicles, but he does support local Fire Districts and will annually provide service to fire vehicles, both passenger and commercial vehicles. The majority of vehicles will be driven to the property; however, the applicant performs custom work so a trailer will be utilized for transportation a couple of times a year. Due to the nature of the business, the use of chemicals, oils and lubricants will be used on site. Per the applicant, those agents will be stored in accordance with the recommended precautions and disposed of via a licensed disposal company. The applicant has indicated that all equipment and vehicles for the business will be stored indoors, except for a trailer and on occasion a vehicle that is ready to be picked up. Both will be parked by the proposed shop. A site plan has been provided by the applicant showing the location of the shop and proposed house. Both structures must be built in compliance with the adopted building codes and appropriate permits must be obtained.

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to recommend approval of Resolution 2023-17 (Case No. DEV-23-046) for a Special Use Permit for Faster Dynamics LLC.

Alternatives:

1. Conditionally Approve Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact; or

3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

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

CASE NO: DEV-23-046 Faster Dynamics LLC Auto Repair

July 5, 2023

REQUEST: Regular Agenda <input type="checkbox"/> Zoning Amendment <input checked="" type="checkbox"/> Special Use Permit <input type="checkbox"/> Temporary Special Use Permit	STAFF REPRESENTATIVE: AMY ALLISON, AICP DEPUTY DIRECTOR
---	--

SUBJECT PROPERTY: 00000 GEORGE RD	APPLICANT/APPLICANT AGENT: DERIC HULETT FASTER DYNAMICS LLC 1941 JACKSON DR TONGANOXIE, KS 66086
	PROPERTY OWNER: DERIC HULETT & LAUREN DONNELLY
	CONCURRENT APPLICATIONS: N/A
	LAND USE
	ZONING: RR-2.5
	FUTURE LAND USE DESIGNATION: RESIDENTIAL 3 UNITS PER ACRE

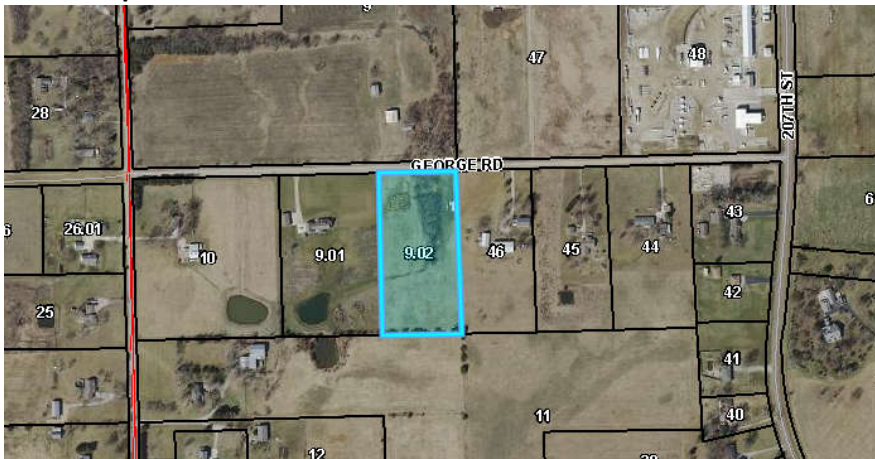
LEGAL DESCRIPTION: A tract of land in the Northwest corner of the Southwest Quarter of Section 34, Township 10 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.	SUBDIVISION: N/A FLOODPLAIN: N/A
---	-------------------------------------

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH CONDITIONS	PROPERTY INFORMATION
---	-----------------------------

ACTION OPTIONS: 1. <i>Conditionally Approve Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact, and with or without conditions; or</i> 2. <i>Deny Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact; or</i> 3. <i>Revise or Modify the Planning Commission Recommendation to Resolution 2023-17 (Case No. DEV-23-046), Special Use Permit for Auto Service Station & Repair Shop for Faster Dynamics LLC, with Findings of Fact; or</i> 4. <i>Remand the case back to the Planning Commission.</i>	PARCEL SIZE: 4.7 ACRES <hr/> PARCEL ID NO: 148-34-0-00-00-009.02 <hr/> BUILDINGS: N/A
--	--

PROJECT SUMMARY: Request for a Special Use Permit to operate an Auto Service State & Repair shop for Faster Dynamics LLC at 00000 George Road (PID 148-34-0-00-00-009.02).	ACCESS/STREET: GEORGE RD - COUNTY LOCAL ±24' WIDE, GRAVEL
--	--

Location Map:	UTILITIES
----------------------	------------------



SEWER: SEPTIC
FIRE: STRANGER
WATER: RWD #9
ELECTRIC: FREESTATE
NOTICE & REVIEW:
STAFF REVIEW: 5/4/2023
NEWSPAPER NOTIFICATION: 5/23/2023
NOTICE TO SURROUNDING PROPERTY OWNERS: 5/23/2023

FACTORS TO BE CONSIDERED:		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	Met	Not Met
<p>1. Character of the Neighborhood: <i>Density: Surrounding properties range in size from 1 acre to 33.6 acres.</i></p> <p><i>Nearby City Limits: The City of Tonganoxie is approximately 1/3 of a mile to the north.</i></p> <p><i>Initial Growth Management Area: This parcel is not located within the Urban Growth Area.</i></p>	✓	✓
<p>2. Zoning and uses of nearby property: <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature. A natural gas distribution center is located near the property.</i></p> <p><i>Adjacent Zoning: All adjacent properties are zoned RR-2.5 or RR-5.</i></p>	✓	✓
<p>3. Suitability of the Property for the uses to which it has been restricted: <i>The property is 4.7 acres. The property is suitable as a rural residence, for agricultural uses and the proposed use is allowed with a Special Use Permit. The applicant is proposing to build a single-family house and operate an auto repair shop on the property. The size of the parcel would accommodate both uses.</i></p>	✓	
<p>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</p> <p><i>The use is unlikely to detrimentally impact neighboring parcels. The review of proposed nuisances is as follows:</i></p> <p><i>Noise: Additional noise is anticipated with the use. However, the vast majority of work will take place indoors with no use of heavy machinery and equipment outside. Staff recommends placing a condition that all noise shall be limited to 60 dBs, as measured from the property line.</i></p> <p><i>Traffic: Traffic to the site will be limited. The applicant is proposing to generate approximately 50 trips (to and from the property) per week. The number of vehicles is based on the number of anticipated clients, 15. The applicant has indicated that the only staff member will be himself.</i></p> <p><i>Lighting: The applicant indicated no use of exterior lighting, except security lighting on the structure. Staff recommends placing a condition that all lighting shall be 0.00 foot-candles net gain, as measured from the property line.</i></p> <p><i>Outdoor Storage: Outdoor storage will be limited as the intention is to house all vehicles and equipment indoors. The applicant indicated that a trailer and occasional vehicle may be parked outside, when ready for pickup. All other service vehicles will be parked in side.</i></p> <p><i>Parking: Parking is provided and is adequate for the proposed use.</i></p> <p><i>Visitors/Employees: The applicant will have one employee, himself. He anticipates 15 visitors a week, so approximately three visitors a day.</i></p>	✓ (Condition 11)	

<p><i>Chemicals, Lubricants, etc: The applicant indicated that chemicals and lubricants associated with vehicle repair will be used on premises. All chemicals and agents used will be stored in compliance with recommended guidelines.</i></p> <p><i>Waste: Per the applicant, any chemicals in need of disposal will be housed in large disposal containers which will then hauled away by a licensed company. The applicant has worked with two companies for this service.</i></p>	<p style="text-align: center;">✓ (Condition 14)</p> <p style="text-align: center;">✓ (Condition 15 & 16)</p>	
<p>5. Length of time the property has been vacant as zoned: <input checked="" type="checkbox"/> <i>Vacant: To our knowledge, the property has never been developed.</i> <input type="checkbox"/> <i>Not Vacant:</i></p>	<p style="text-align: center;">✓</p>	
<p>6. Relative gain to economic development, public health, safety and welfare: <i>The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.</i></p>	<p style="text-align: center;">✓</p>	
<p>7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Residential (3-units per acre)</i></p> <p><i>Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i></p>		<p style="text-align: center;">✓</p>

STAFF COMMENTS:

The applicant is requesting a Special Use Permit for an auto service repair shop on the above stated property. The property is currently vacant, and being mowed for agricultural purposes. The applicant has provided plans to build an 80'x85' shop to operate the proposed auto vehicle repair business out of. The applicant has also indicated that his long-term plans is to build a house to live out of in the near future. The property is 4.7 acres which should accommodate the proposed shop, house and all utilities required for both structures. The neighborhood is predominantly residential and agriculture in nature but Williams Natural Gas operates a natural gas distribution facility approximately 600 feet to the east. The applicant has been in contact with utility companies about providing services to the site and has already acquired a water meter.

The general hours of operation are proposed to be Monday-Friday from 8:00AM until 2:00PM. Traffic to the site is anticipated to be up to 15 customers per week, 3 per day, and the business owner as the only employee. The applicant will primarily work on passenger vehicles, but he does support local Fire Districts and will annually provide service to fire vehicles, both passenger and commercial vehicles. The majority of vehicles will be driven to the property, however the applicant performs custom work so a trailer will be utilized for transportation a couple of times a year. Due to the nature of the business, the use of chemicals, oils and lubricants will be used on site. Per the applicant, those agents will be stored in accordance with the recommended precautions and disposed of via a licensed disposal company. The applicant has indicated that all equipment and vehicles for the business will be stored indoors, except for a trailer and on occasion a vehicle that is ready to be picked up. Both will be parked by the proposed shop. A site plan has been provided by the applicant showing the location of the shop and proposed house. Both structures must be built in compliance with the adopted building codes and appropriate permits be obtained. The proposed use is allowed with a Special Use Permit. Staff is not in support due to the Conformance with the Comprehensive Plan.

STAFF RECOMMENDED CONDITIONS:

1. The Special Use Permit shall be subject to the written narrative and site plan provided on April 19, and May 1, 2023.
2. The business shall operate from 8:00AM until 2:00PM, Monday through Friday.
3. A commercial building permit will be required for the proposed auto repair shop. Stamped plans, by an architect or engineer, will need to be submitted with the building permit, in

- compliance with 2006 International Building Code, as adopted by Leavenworth County. A code footprint establishing occupancy will also need to be submitted.
4. An engineered septic system shall be installed with the proposed addition. The septic system must comply with all permitting and sanitary sewer standards.
 5. The applicant must comply with the following memorandums:
 - a. Emergency Management – Chuck Magaha, dated April 24, 2023
 6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
 7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
 8. No on-street parking shall be allowed.
 9. No outdoor storage of materials or vehicles will be permitted.
 10. Any light generated from the proposed business shall be limited to 0 foot-candles net gain, as measured from the property line.
 11. Any noise generated from the proposed business shall be limited to 60 dBs, as measured from the property line.
 12. No drains shall be permitted to be connected to a septic system.
 13. If the applicant uses a dumpster, said dumpster shall be placed on the property and screened from the county roadway.
 14. The use, storage and disposal of any chemicals, lubricants, oils, fluids or hazardous materials must comply with the all Local, State and Federal requirements.
 15. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
 16. The applicant shall not store or burn commercial waste on the property.
 17. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.
 18. Applicant shall not cause or allow any public nuisance to exist on the subject property
 19. That the Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Faster Dynamics, LLC and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.
 20. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
 21. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.

ATTACHMENTS:

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

SPECIAL USE PERMIT APPLICATION

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Faster Dynamics LLC</u>	NAME <u>Deric Hultt</u>
ADDRESS <u>Parcel R307063 George Rd</u>	ADDRESS <u>1941 Jackson Dr</u>
CITY/ST/ZIP <u>Tonganoxie KS 66086</u>	CITY/ST/ZIP <u>Tonganoxie KS 66086</u>
PHONE <u>785-204-0729</u>	PHONE <u>785-204-0729</u>
EMAIL <u>faster.dynamics@gmail.com</u>	EMAIL <u>faster.dynamics@gmail.com</u>
CONTACT PERSON <u>Deric Hultt</u>	CONTACT PERSON _____

PROPERTY INFORMATION

PID: _____ Zoning District: _____

Address of property see attached trustee's deed Parcel size 5 acres

Current use of the property Agricultural

Does the owner live on the property? Yes No

Proposed Special Use Automotive repair & classic car restoration

TAX ASSESSMENT STATEMENT

Upon the granting of a Special Use Permit by the Leavenworth County Board of County Commissioners, the assessable nature of the above referenced property and structures on the property may result in a change of the Appraised Class and Value and in the next year's Tax Assessment.

I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one) Yes No

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

Signature Deric Hultt Date 04-19-2023

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business Faster Dynamics LLC

Existing and Proposed Structures none - existing // 80x85 building proposed

Number of structures used for Special Use Permit 1

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

Is the proposed use seasonal? Yes No 1 me spot @ each garage door
If yes, what months will the use be active? _____ through _____
Month Month

Reason for requesting a Special Use Permit: Automotive repair & classic car restoration.

Estimated Traffic

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

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

Daily 4 Weekly 35 Monthly _____

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

Daily _____ Weekly _____ Monthly 0

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

Passenger: Months _____ Weeks _____ Days _____

Commercial: Months _____ Weeks _____ Days _____

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

Trips should only occur during normal business hours of 8am-2pm M-F.
Tongarevie Rd -> 207th -> George Rd -> Site

What is the anticipated route(s) from the nearest State Highway to the Site? 24/40 hwy -> Lanning Rd ->

Special Use Permit Renewal

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

N/A

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

Faster Dynamics LLC Special Use Permit Narrative

Faster Dynamics LLC is proposing the addition of an automotive repair and classic car restoration business to be opened on the property on the south side of George Road in Tonganoxie, KS just west of Southern Star Gas Plant located at 207th Street and George Road. For this intended purpose of business, Faster Dynamics LLC is seeking a special use permit for the maximum duration possible per permit guidelines.

A new 80x85 building is to be constructed to provide adequate facilities for this business to operate properly and with minimal disturbance to those surrounding the property. These plans are provided as part of this application. Faster Dynamics LLC will perform standard levels of building maintenance and repair on a regular basis to this facility once constructed and security measures including standard flood lights and security cameras will be installed. This plan of action has been discussed with the owner of the property to the East of the proposed site (John Anderson) prior to the exploration of this permit to ensure no disruption to his daily activities occurs, as well as to address any concerns he may have had regarding the plan for the site. Mr. Anderson has expressed he has no objections to this proposed idea.

This current property is utilized as agricultural land, hayed one to two times per year by a local farmer to feed his cattle. In the next two to three years in the future, a residence is planned to be constructed on the west side of the property. All appropriate utility companies have been apprised of this plan as well to ensure whatever necessary installments must occur for the construction of the building, will also be sufficient to support the residence in the future as well.

Faster Dynamics LLC would be identified by a sign sized 3' by 2' bearing the business' logo above the door of the building. The business will hold operating hours of 8:00am-2:00pm Monday through Friday and by appointment on Saturday. This business would employ, one employee; owner, Deric Hulett. The business will service passenger vehicles and trucks, motorcycles and one time per year, two local volunteer fire departments are serviced which include 6 passenger vehicles and 8 commercial vehicles.

Faster Dynamics LLC takes safety very seriously. The business utilizes chemicals such as Brake-Clean, water-soluble parts cleaner and water-soluble cleaning agents at times to complete necessary maintenance, repairs and enhancements to the vehicles requiring service. All agents utilized are stored per guidelines for each chemical, as well as cabinets are available to ensure continued proper handling and appropriate storage. Any chemicals in need of disposal are done so by utilizing large disposal containers which are then hauled away by a licensed company as appropriate.

Faster Dynamics LLC also utilizes lubricants, oils and fluids per industry standard for repairs, maintenance, and enhancements to the vehicles being serviced. These agents are stored per guidelines, in approved containers, in a designated room with appropriate spill containment bunks. As, noted before, if any of these lubricants, oils, or fluids require disposal; a licensed company is contacted to remove them per guidelines.

Once the building is constructed emergency management plans will be established including fire exits, placement of multiple fire extinguishers throughout the shop, an appropriate designated shelter location, a weather radio will be added to the building, and first aid kits will be available throughout the shop; as well as an eye wash station will be present, and 911 service will be available if necessary. Other appropriate emergency contact numbers will be posted throughout the building area.

As the property is currently utilized for agricultural purposes, a new septic system will be placed per county specifications and guidelines and installed by a county –approved licensed installer. The building will not create more than the standard expected amount of waste with the addition of one bathroom within the building. 5 drains are planned; they will drain to an appropriate receptacle to be disposed of by forementioned disposal companies per necessary guidelines. These will not be connected to the septic system. Proper waste management will be established with the local waste management company, ie Honey Creek Disposal. This will be properly placed on the property per county standards based on the type and number of waste receptacles deemed to be appropriate.

Faster Dynamics LLC Special Use Permit Narrative

The property currently has water meter rights via Rural Water District 9 and it is planned to connect this per their standards, for utilization of whatever water needs the property will require. No additional water supply will be required per discussions at this current time.

Any noise or sounds generated by automotive repair will be housed within the building itself; as well as any odors or fumes will be contained indoors. The new building will provide proper ventilation for any necessary repair or restoration projects, as well as proper personal-protective equipment will always be provided and readily available. This also will always be required to be worn. The noise nor odors or fumes should not disturb the outdoors.

There are no immediate plans for any accessory buildings but should the need arise, it will be addressed with the appropriate parties at that time.

It is not anticipated that parking, beyond a space at each garage door, will be necessary, as all vehicles will be kept indoors during the duration of the work being performed. This minimizes not only the need for parking spaces but also any unnecessary visibility of vehicles being serviced by the business. In addition to this, all equipment and additional storage necessary for the operation of the automotive repair and classic car restoration business will be housed within the constructed building. Due to this, no additional dust control measures will be required as no outdoor dust should be generated by the work completed during normal business hours.

It is also anticipated the impact of traffic traveling to and from the business will have minimal impact on the surrounding area. It is planned for one employee to travel to/from the premises each day and approximately 15 passenger vehicles traveling to/from the premises per week for other purposes including vehicle drop off, and five anticipated trips to/from the premises to deliver products/materials/parts by passenger vehicle as well. This will result in approximately 50 trips per week. It is not anticipated there will be the need for any commercial vehicles (per the TIF policy) to visit the property. Any cars brought to the property are done so to allow for turnarounds within the parking lot specifications on the property. This is anticipated to be less than 1 car every 3 months. Any restoration projects are brought to the property on standard industry bumper-pull car trailers by standard pick-up trucks. Car trailers are approximately 20' in length. Any restoration projects are brought to the property on standard industry bumper-pull tandem axel car trailers approximately 20' in length and pulled by standard pick-up truck. Due to the extensive nature of repairs performed at this repair/restoration shop, any necessary work is highly unlikely to be completed in one day.

Faster Dynamics LLC looks forward to being able to serve the community with a trusted and loyal automotive repair and classic care restoration business and experience. Faster Dynamics LLC strives to provide those within the area with a business to meet the needs presented to the team, including being able to maintain and service unique vehicles such as those who provide our volunteer fire departments with necessary transportation and resources. Faster Dynamics LLC prides itself on providing prompt service for any of its customers to ensure each customer, both individual and business alike, is able to return to their normal daily activities as quickly as possible. It is a privilege to provide such a service to the community of Tonganoxie, surrounding communities, and Leavenworth County here in Kansas.

Special Use Permit Questionnaire: Faster Dynamics LLC

1. Current use of the Property

A: Agricultural

2. Proposed use of the Property

A: Automotive repair and classic car restoration

3. Hours of Operation

A: Monday - Friday 8am - 2pm

Saturday by appointment

4. Employees

4a: How many including future employees: 1

4b: Are any family members: No

5. Signs (include future desired signs)

5a. Size: 3' wide x 2' high

5b. Design: Logo; see attachment

5c. Where will this be placed: Over the door on the building

6. Chemicals Used

6a Types: Brakeclean, Water-soluble parts cleaner, water-soluble cleaning agents

6b Storage: All agents used are stored per the guidelines for each chemical; storage cabinets are utilized per guidelines

6c Disposal: Large containers - hauled away by appropriate licensed company as needed; Safety Kleen or Crystal Clean for example

7. Lubricants/Oils/Fluids

7a Storage: Each above named agent is stored per guidelines in approved containers in designated room with appropriate spill containment bunks

7b Disposal: Per appropriate licensed company as needed (Safety Kleen or Crystal Clean for example)

8. Sewage Disposal

8a: Septic system to be placed per guidelines and installed by county approved licensed installer

8b: Will your proposal create more sewage? The standard amount of sewage is anticipated with the addition of one bathroom within the building

9. Water Supply

9a: Existing water meter with Rural Water District 9 will be connected per their guidelines

9b: Any additional water supply needed? No

10. Noise/Sound caused by the use

A: Any sound should mostly be contained indoors

Special Use Permit Questionnaire: Faster Dynamics LLC

11. Odor and Fumes

A: Any odors and fumes should be contained indoors with proper ventilation and PPE; these should not disturb the outdoors

12. Accessory building used or to be constructed:

A: Potentially at a future date; no immediate plans for such

13. Outdoor displays or advertising?

A: This will be minimal per question #5 signage

14. Equipment:

14a: All equipment will be housed indoors and will be standard automotive repair equipment

14b: Parking: Any cars parked at the shop should only be present for a brief amount of time; no long term parking will be necessary

14c: Storage: All storage will be maintained within the building

14d: Maintenance: Standard levels of building maintenance and care will be performed regularly

15. Alcohol Service

A: N/A

16. Dust Control

A: Not applicable as outdoor dust should not be created by work being completed by the business

17. Emergency/Safety

17a: First aid kits and an eye wash station are available along with 911 service if necessary

17b: Emergency contact numbers: These will be posted throughout the building

17c: Shelter: This will be designated in an appropriate place based on interior completion and identified/posted

17d: Weather radio: Yes one will be available

17e: Evacuation Plan: This will be established upon completion of the building and posted as appropriate

17f: Fire extinguishers: These will be available in numerous places throughout the building (minimum of 4-5 available at any time)

18. Outdoor storage

18a: N/A

18b: N/A

19. Security Lighting

A: Yes standard flood lights and security cameras will be installed

20: Parking

20a: see the answer to question 14b

20b: Is there enough space for parking: Yes this is being created

20c: Will parking be needed: Minimal; all cars will be kept indoors

Special Use Permit Questionnaire: Faster Dynamics LLC

21: Will this be in the existing home:

A: No; A home on the property is planned to be constructed at a later date on the west side

22: Traffic

22a: Number of employees driving to the site per day: 1

22b: Number of deliveries of products/materials to the site per week: 7

22c: Number of trips from the site to deliver products/materials: 3

RESIDENTIAL SITE PLAN

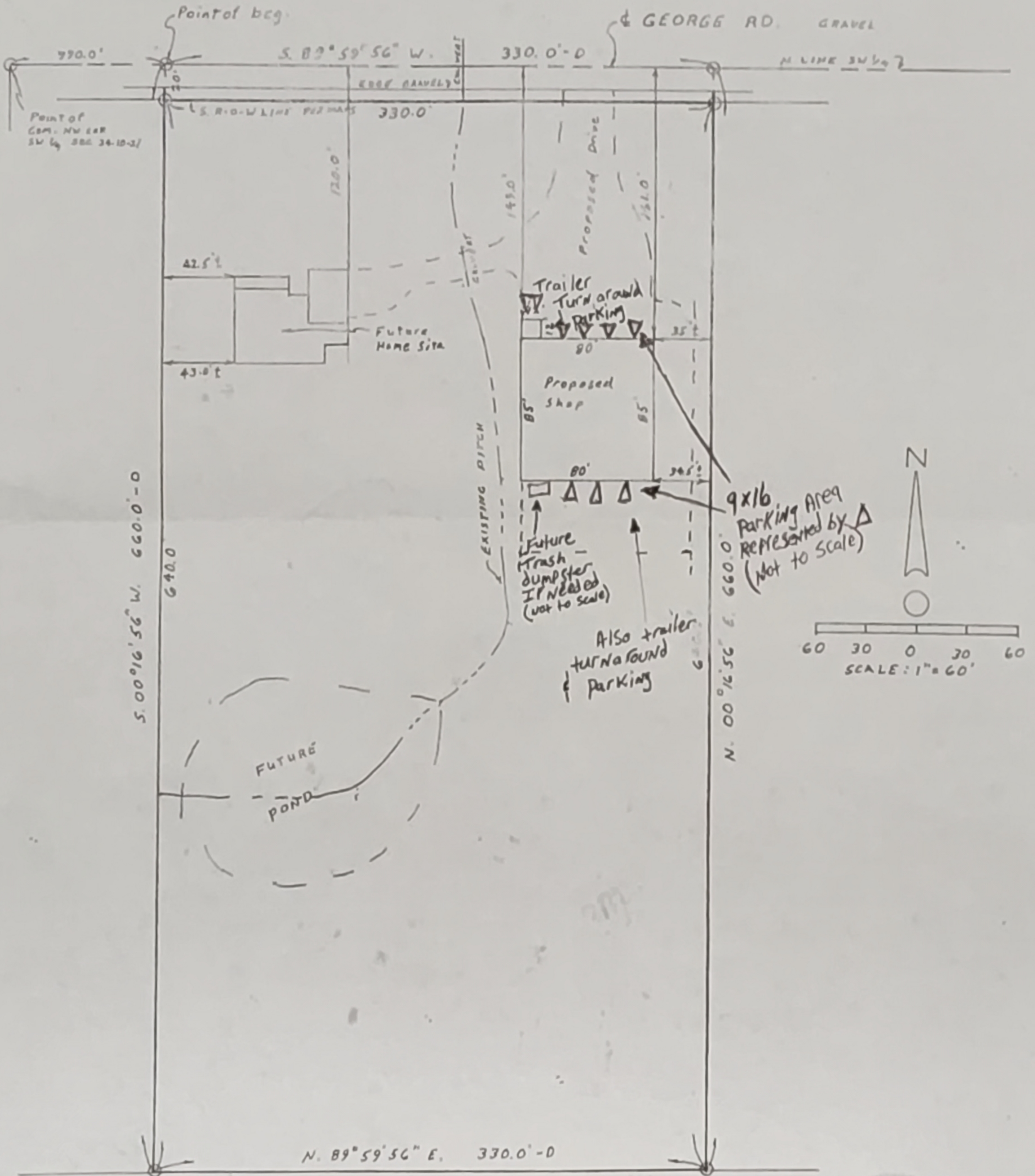
Job No. 23-15

ORDERED BY: Deric Hulett; 1941 Jackson Drive; Tonganoxie, KS 66086

DEED DESCRIPTION: Commencing at the Northwest Corner of the Southwest 1/4 of Section 34, Township 10, Range 21; thence North 89°59'56" East 990 feet to the point of beginning; thence South 00°16'56" West 660 feet; thence North 89°59'56" East 330 feet; thence North 00°16'56" East 660 feet; thence South 89°59'56" West 330 feet to the point of beginning; all being in Leavenworth County, Kansas. Subject to any easements, restrictions, or reservations of record or fact.

NOTES:

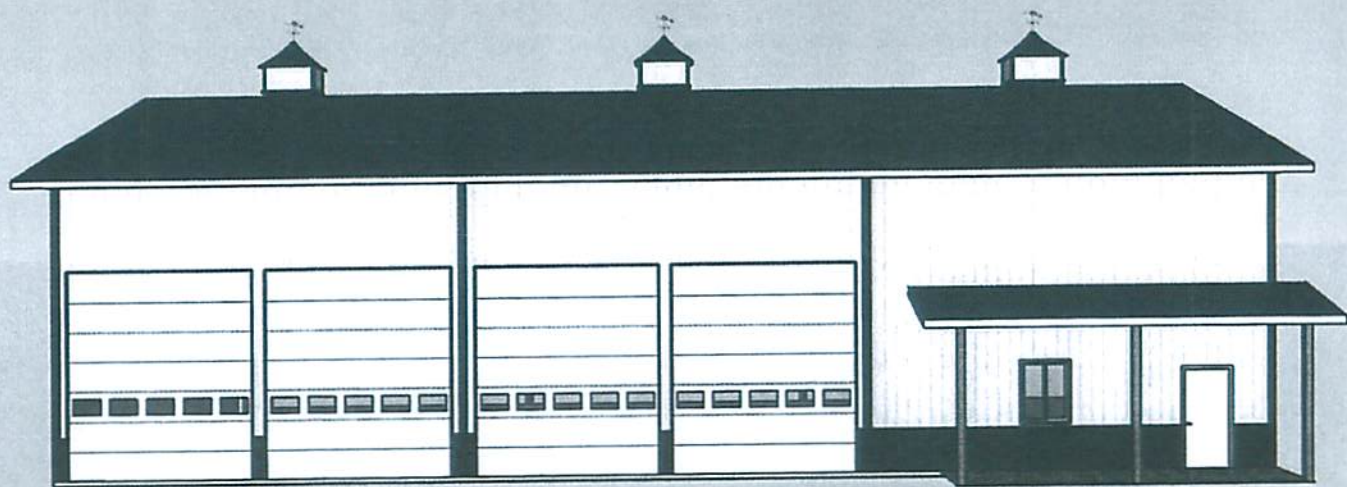
Legal Description provided by client. No title report was provided regarding this property.
The intent of this Site Plan is to show the location of a proposed Shop, Future Pond, and Future Home Site.

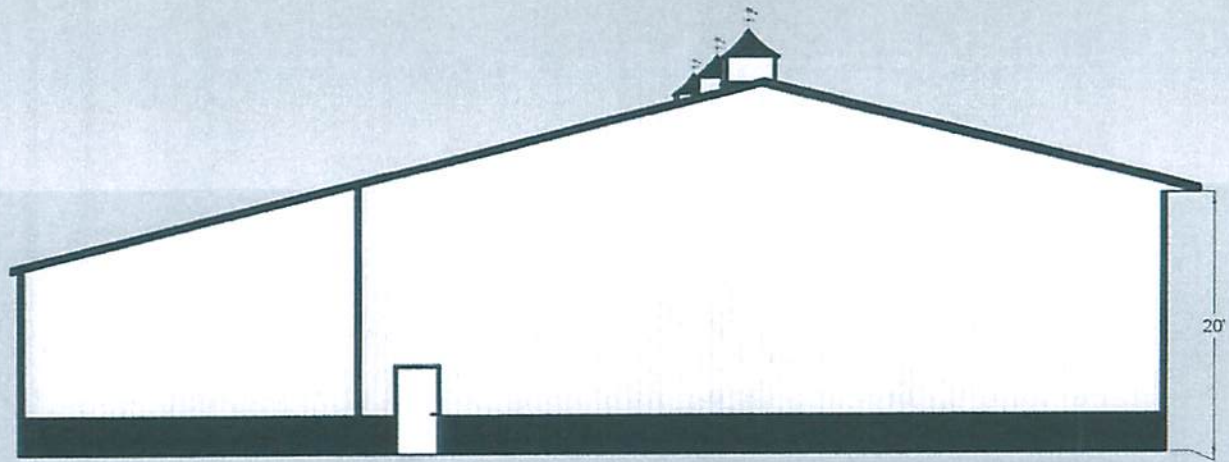


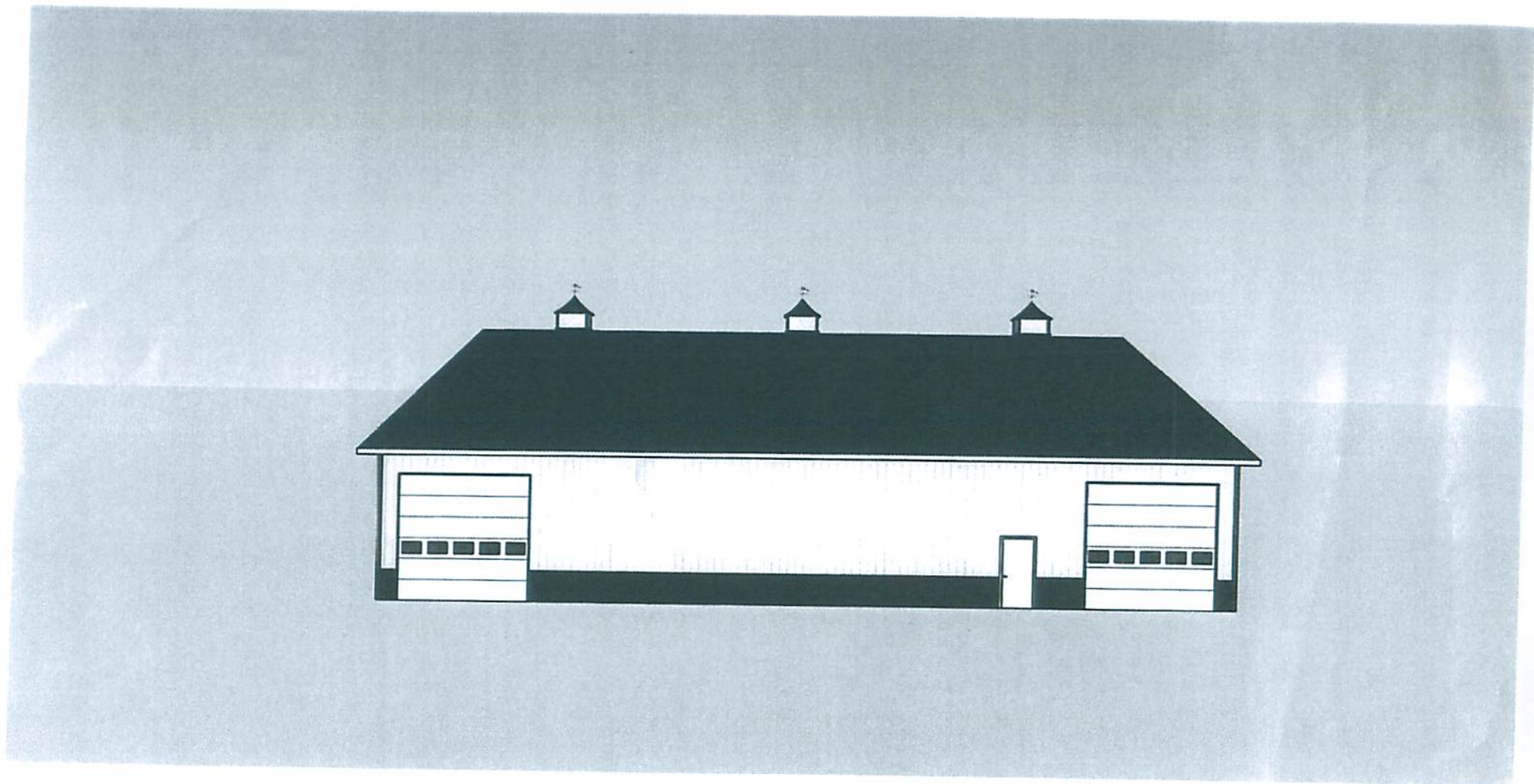
Richard D. Moore Land Survey, Inc. (913) 334-3888
23673 212nd Street Leavenworth, KS 66048

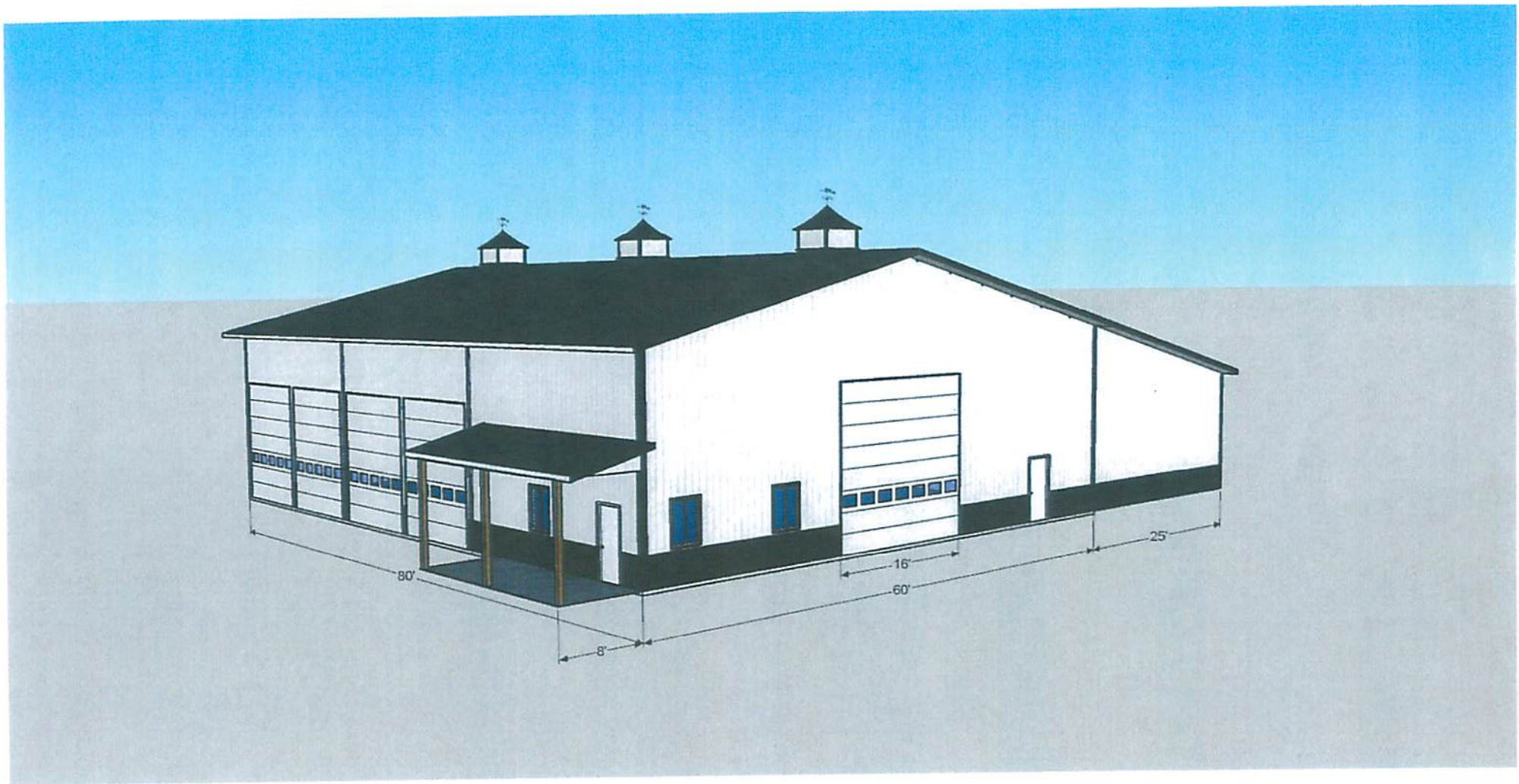
MARCH 9, 2023
Date

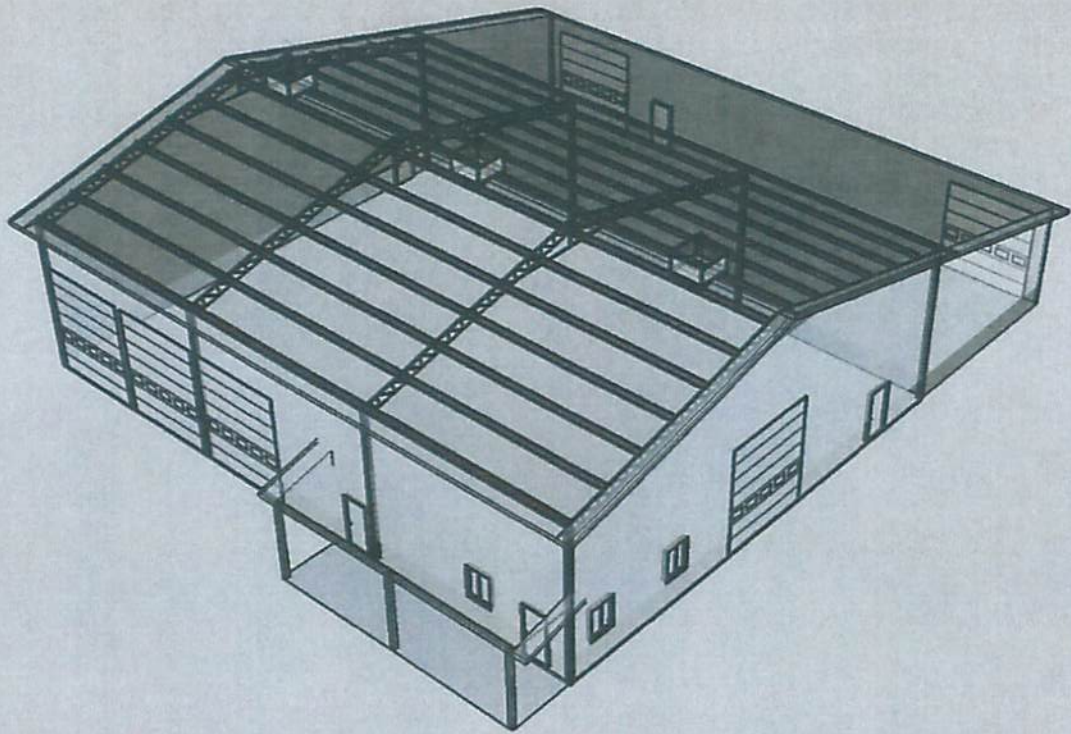
Richard D. Moore — L.S. 1394













**Faster
Dynamics** LLC

All updates per specified notations received within the email from Leavenworth County on 4/13/2023 are below in blue.

Public Works Updates:

1. From the document titled "Questions Concerning SUP, #22b and c indicates the number of trips and deliveries of products/materials.
 - a. #22c indicates 3 trips. Are trips daily or weekly? If #22c trips are weekly, would the total trips including #22b trips for products/materials be 10 trips (7+3)?
 - b. What is the difference between #22b and #22c trips?
 - c. Define trips as commercial and/or passenger. Definition of a commercial vehicle can be found in the TIF policy.

A: One employee to travel to/from the premises each day and approximately twenty vehicles traveling to/from the premises per week for other purposes (parts/material/customers). It is not anticipated there will be the need for any commercial vehicles (per the TIF policy) to visit the property.

2. Application information doesn't include estimated daily trips for dropping off vehicles for service associated with either land use (automotive repair or car restoration). Provide further description if vehicles will be dropped off with service provided same day. Include trips under #22 and revise application as necessary.

A: Due to the extensive nature of repairs performed at this repair/restoration shop, any necessary work is highly unlikely to be completed in one day.

3. It would be assumed customers would stop by time to time to look at vehicles during a restoration as well. Include trips under #22 and revise application as necessary.

A: It is anticipated customer trips to/from the property to "inspect" the work being completed are included in item #1 as photographic and telephone updates are provided to customers on an ongoing basis.

4. What size (length and width) are the commercial vehicles for products/materials/parts?

A: It is not anticipated there will be the need for any commercial vehicles (per the TIF policy) to visit the property.

5. Are the vehicles being worked on brought to the site with a trailer? If so, what is the anticipated size truck and trailer?

A: Any cars brought to the property are done so to allow for turnarounds within the parking lot specifications on the property. This is anticipated to be less than 1 car every 3 months. Any restoration projects are brought to the property on standard industry bumper-pull car trailers by standard pick-up trucks. Car trailers are approximately 20' in length.

-
6. Site plan doesn't indicate a turnaround area for dropping off vehicles if trailers would be used. Describe drop offs and location.

A: See plan in item #5; no additional turnaround area shall be necessary as each vehicle project will be able to be placed in a designated spot per site plan at the time of drop off.

Planning & Zoning Updates:

1. Will there be retail sales of any nature on the premises?

A: No

2. Specify how many customers you anticipate in one business day.

A: One or less; Due to the extensive nature of repairs performed at this repair/restoration shop, any necessary work is highly unlikely to be completed in one day.

3. Clarify that the proposed employee is yourself.

A: Yes, only one employee – Deric Hulett

4. Provide an updated site plan showing the location of exterior parking stalls. Please provide the dimensions.

A: See attached updated site plan

5. Update the narrative to include all floor drains used for the business. No drains shall be permitted to be connected to a septic system.

A: 5 drains are planned; they will drain to an appropriate receptacle to be disposed of by forementioned disposal companies per necessary guidelines. These will not be connected to the septic system.

6. Will a dumpster be included on-site? If so, please update the site plan to reflect its location as well as any required screening. If not, please specify your plan for waste disposal.

A: Proper waste management will be established with the local waste management company, ie Honey Creek Disposal. This will be properly placed on the property per county standards based on the type and number of waste receptacles deemed to be appropriate.

7. A commercial building permit will be required for the proposed auto repair shop. Stamped plans, by an architect or engineer, will need to be submitted with the building permit, in compliance with 2006 International Building Code, as adopted by Leavenworth County. A code footprint establishing use will also need to be submitted.

A: Permit will be obtained prior to building construction and stamped building plans will be supplied upon receipt

8. No outdoor storage of materials or vehicles will be permitted.

A: As stated throughout the narrative all materials will be stored per necessary guidelines, and vehicles will be maintained within the building while undergoing maintenance, repair, and/or restoration.

9. The use, storage and disposal of any chemicals, lubricants, oils, fluids or hazardous materials must comply with the all Local, State and Federal requirements.

A: Faster Dynamics LLC takes safety very seriously. The business utilizes chemicals such as Brake-Clean, water-soluble parts cleaner and water-soluble cleaning agents at times to complete necessary maintenance, repairs and enhancements to the vehicles requiring service. All agents utilized are stored per guidelines for each chemical, as well as cabinets are available to ensure continued proper handling and appropriate storage. Any chemicals in need of disposal are done so by utilizing large disposal containers which are then hauled away by a licensed company as appropriate. The licensed companies utilized are Safety Kleen or Crystal Clean, for example.

10. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.

A: This will be supplied to the county upon receipt

11. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations. No Attention-getting device shall be permitted with this approval.

A: Faster Dynamics LLC would be identified by a sign sized 3' by 2' bearing the business' logo above the door of the building.

12. No on-street parking shall be allowed.

A: Noted and not anticipated to be a problem

13. Any light generated from the proposed business shall be limited to 0.00 foot-candles net gain, as measured from the property line.

A: The business will hold operating hours of 8:00am-2:00pm Monday through Friday and by appointment on Saturday. No anticipated concerns with this guideline.

14. Any noise generated from the proposed business shall be limited to 60 dBs, as measured from the property line.

A: Any noise or sounds generated by automotive repair will be housed within the building itself; as well as any odors or fumes will be contained indoors.

15. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.

A: Proper waste management will be established with the local waste management company, ie Honey Creek Disposal. This will be properly placed on the property per county standards based on the type and number of waste receptacles deemed to be appropriate.

16. Applicant shall not cause or allow any public nuisance to exist on the subject property

A: The applicant expects no concerns to arise related to this guideline.

All updates per specified notations received within the email from Leavenworth County on 4/25/2023 are below in blue.

Public Works Updates:

Olsson Response (4.25.23): Per the 2023.04.19 Narrative, traffic generation is planned for 1 employee (2 trips per day or 10 per week), 15 passenger vehicles per week for vehicle drop off (30 trips per week), 5 passenger vehicles per week for products/materials/parts (10 trips per week). Confirm trips to the site weekly is 50 trips per week?

A. This is correct and the narrative has been updated to reflect this.

Olsson Response (4.25.23): Proposed use including bumper-pull car trailers and trash truck. Driveway entrance to be constructed per the County's commercial/industrial driveway standard with a minimum of 24' width or the applicant can conduct a turning movement memo for the most conservative vehicle (truck/trailer or trash truck) for exiting/entering into the property from the right-of-way to determine driveway entrance width. Turning movement memo to be conducted by a professional engineer licensed in the State of Kansas.

A. Driveway will meet the minimum of 24' width as stated above.

Planning & Zoning Updates:

1. Provide an updated with the parking stall dimensions.

A. Please see attached

2. On the original narrative, provided March 30, 2023, in the fourth paragraph, you included a sentence describing the type of vehicles/work that would be performed on the property (reference to fire department vehicles). In the narrative provided on April 19, 2023, that sentence was not included. Staff recommends putting that back into your narrative.

A. This was inadvertently removed; it has been replaced.

Emergency Management:

Amy, I have reviewed the special use permit for the operation of a automotive repair and Restoration Shop, by Deric Hulett. I would ask that maybe a sign within in the shop be posted stating emergency procedures in the event of severe weather, fire or medical emergency events and a sign posted on the outside of the building with 24-hour emergency contacts. I would also like to see a plan of proper disposal of used oils, fuels, tires and used goods be addressed for this site even though the applicant states he has a contractor he just addresses the chemicals not car parts, tires and so on. . I would still ask that an All Hazard weather alert radio be placed within the facility to alert of hazards approaching for staff and customers. A severe weather plan should be developed of where would the staff and customers go for safety. No outdoor burning should be allowed for commercial generated waste. A tour of the facility for the local fire department for pre-planning should be accommodated in the event of incident at this location. I have no further comments at this time. If you have any questions please call me at 684-0455.

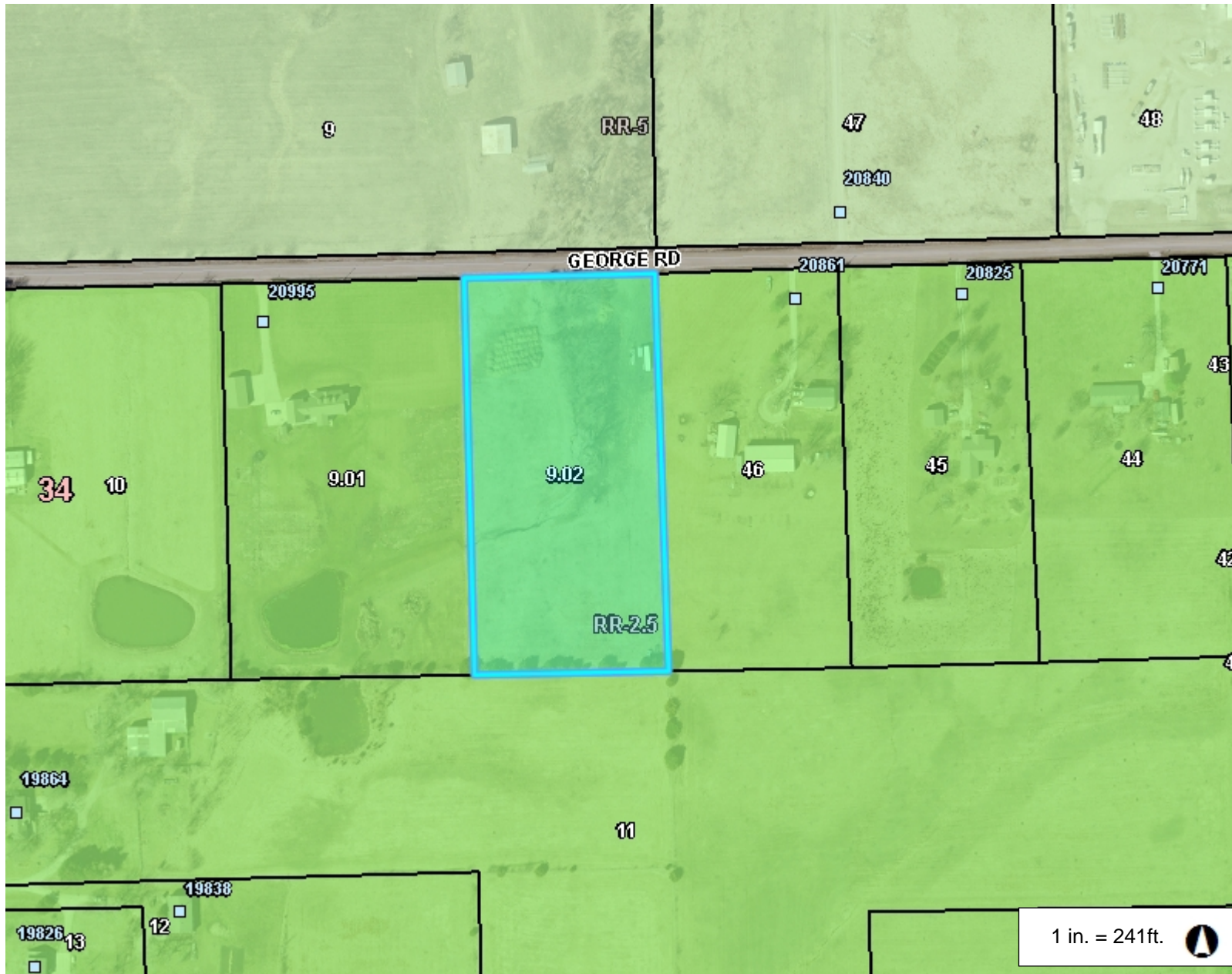
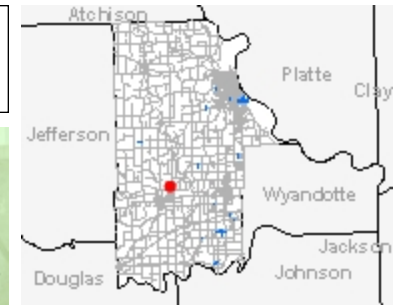
A: Per the narrative, many of the emergency preparedness standard operating procedures will be established and posted per guidelines once the building is erected, so each procedure is established appropriately within the completed structure. This will include a weather radio. Stranger Creek Township Fire Department will be consulted to ensure proper labeling/signage is within recommended guidelines.

Car parts are disposed of via a scrap container and taken to an appropriate disposal/recycle site; all returns to the auto part store of purchase are completed per that store's guidelines for appropriate in the event something such as a core needs to be returned.

Tires are disposed of through a proper company – most recently utilized Tire Town – per the state of KS guidelines for tire management.

Used oil is disposed of via an appropriate bulk fluid container and when needed is picked up by appropriate recycling company such as Safety Kleen or Crystal Clean.

DEV-23-046 Zoning Map



Legend

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

Notes

482.6 0 241.30 482.6 Feet

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

Allison, Amy

From: Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>
Sent: Monday, April 3, 2023 1:32 PM
To: Allison, Amy
Cc: Magaha, Chuck; Anderson, Kyle; Miller, Jamie; Patzwald, Joshua; Brown, Misty; Noll, Bill; Mitch Pleak; McAfee, Joe; Mark B; amanda.holloway@freestate.coop; PZ
Subject: Re: DEV-23-046 Special Use Permit – Faster Dynamics

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.

LVRWD#9 can supply water to the above named address and/or location. Currently the owner of the property, Lauren Hulett owns a benefit unit for that property and is current and in good standings with the district.



Virus-free. www.avast.com

On Mon, Apr 3, 2023 at 1:04 PM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an auto service station & repair business at 00000 George Road (PID 148-34-0-00-00-009.02).

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 Tuesday, April 11, 2023.

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

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

Allison, Amy

From: Amanda Tarwater <amanda.tarwater@freestate.coop>
Sent: Wednesday, April 5, 2023 11:36 AM
To: Allison, Amy
Subject: RE: DEV-23-046 Special Use Permit – Faster Dynamics

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



1-800-794-1989 | www.freestate.coop

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Monday, April 3, 2023 1:05 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Mark B' <stfdchief1760@gmail.com>; Amanda Tarwater <amanda.tarwater@freestate.coop>; 'Lvrwd9@gmail.com' <Lvrwd9@gmail.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-23-046 Special Use Permit – Faster Dynamics

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

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an auto service station & repair business at 00000 George Road (PID 148-34-0-00-00-009.02).

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 Tuesday, April 11, 2023.

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

Allison, Amy

From: Anderson, Kyle
Sent: Monday, April 10, 2023 8:37 AM
To: Allison, Amy
Subject: RE: RE: DEV-23-046 Special Use Permit – Faster Dynamics

We have not received any complaints on this property.

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

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Monday, April 3, 2023 1:05 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Mark B' <stfdchief1760@gmail.com>; 'amanda.holloway@freestate.coop' <amanda.holloway@freestate.coop>; 'Lvrwd9@gmail.com' <Lvrwd9@gmail.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-23-046 Special Use Permit – Faster Dynamics

Good Afternoon,

The Department of Planning and Zoning has received an application for a Special Use Permit regarding an auto service station & repair business at 00000 George Road (PID 148-34-0-00-00-009.02).

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 Tuesday, April 11, 2023.

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

Thank you,

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

MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Faster Dynamics LLC
Date: April 24, 2023

Amy, I have reviewed the special use permit for the operation of a automotive repair and Restoration Shop, by Deric Hulett. I would ask that maybe a sign within in the shop be posted stating emergency procedures in the event of severe weather, fire or medical emergency events and a sign posted on the outside of the building with 24-hour emergency contacts. I would also like to see a plan of proper disposal of used oils, fuels, tires and used goods be addressed for this site even though the applicant states he has a contractor he just addresses the chemicals not car parts, tires and so on. . I would still ask that an All Hazard weather alert radio be placed within the facility to alert of hazards approaching for staff and customers. A severe weather plan should be developed of where would the staff and customers go for safety. No outdoor burning should be allowed for commercial generated waste. A tour of the facility for the local fire department for pre-planning should be accommodated in the event of incident at this location. I have no further comments at this time. If you have any questions please call me at 684-0455.



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

April 25, 2023

To: Deric Hulett
Faster Dynamics, LLC
1941 Jackson Dr
Tonganoxie, KS 66086

Re: Special Use Permit
DEV-23-046

Mr. Hulett,

Staff has reviewed the application and narrative for Faster Dynamics, LLC, which was submitted on March 31, 2023.

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

1. Provide an updated with the parking stall dimensions.
2. On the original narrative, provided March 30, 2023, in the fourth paragraph, you included a sentence describing the type of vehicles/work that would be performed on the property (reference to fire department vehicles). In the narrative provided on April 19, 2023, that sentence was not included. Staff recommends putting that back into your narrative.
3. Condition of Approval - No drains shall be permitted to be connected to a septic system.
4. Condition of Approval – If the applicant uses a dumpster, said dumpster shall be placed on the property and screened from the county roadway.
5. Condition of Approval - A commercial building permit will be required for the proposed auto repair shop. Stamped plans, by an architect or engineer, will need to be submitted with the building permit, in compliance with 2006 International Building Code, as adopted by Leavenworth County. A code footprint establishing use will also need to be submitted.
6. Condition of Approval - No outdoor storage of materials or vehicles will be permitted.
7. Condition of Approval - The use, storage and disposal of any chemicals, lubricants, oils, fluids or hazardous materials must comply with the all Local, State and Federal requirements.

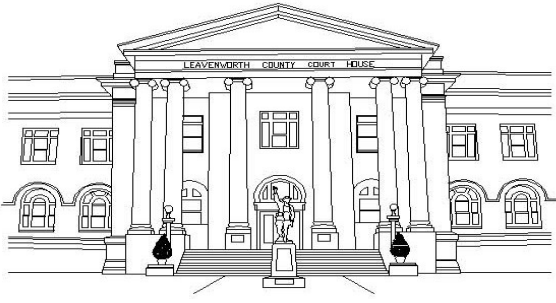
8. Condition of Approval - The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
9. Condition of Approval - No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations. No Attention-getting device shall be permitted with this approval.
10. Condition of Approval - No on-street parking shall be allowed.
11. Condition of Approval - Any light generated from the proposed business shall be limited to 0.00 foot-candles net gain, as measured from the property line.
12. Condition of Approval - Any noise generated from the proposed business shall be limited to 60 dBs, as measured from the property line.
13. Condition of Approval - All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
14. Condition of Approval - Applicant shall not cause or allow any public nuisance to exist on the subject property

The next submittal deadline is May 19, 2023. If the revision and information is not received and accepted by that date, the case will be continued and rescheduled.

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

Respectfully,

Amy Allison
Deputy Director
Planning and Zoning
Leavenworth County



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007
Leavenworth, Kansas 66048-2815
Phone (913) 684-0470
Fax (913) 684-0473

May 4, 2023

Faster Dynamics SUP DEV-23-046 – Public Works Review

The Public Works Department have reviewed the following documents:

- 2023.03.30 Building Proposed.
- 2023.03.30 Narrative.
- 2023.03.30 Questions Concerning SUP.
- 2023.03.31 Application.
- 2023.03.31 Site Plan.
- 2023.04.19 Application
- 2023.04.19 Narrative
- 2023.04.19 Response to Comments
- 2023.04.30 Narrative Update
- 2023.04.30 Site plan
- 2023.04.30 SUP Questions Updates

Below are comments from the received documents listed above. Direct any questions to Amy Allison at aallison@leavenworthcounty.gov.

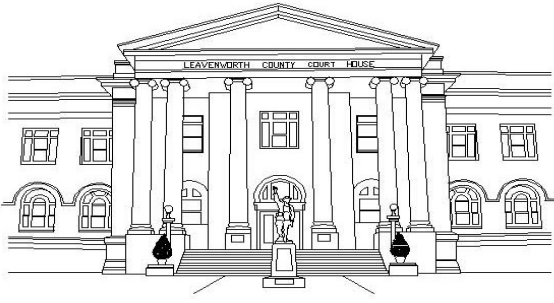
George Rd is a gravel surfaced roadway. Routes to the site are hard surfaced roadways to George Rd.

Improvements including the building, septic, and lighting to be reviewed under a separate application.

Comment Responses:

1. Olsson Comment (4.11.23): From the document titled "Questions Concerning SUP, #22b and c indicates the number of trips and deliveries of products/materials.
 - a. Olsson Comment (4.11.23): #22c indicates 3 trips. Are trips daily or weekly? If #22c trips are weekly, would the total trips including #22b trips for products/materials be 10 trips (7+3)?

Applicant Response (4.19.23): One employee to travel to/from the premises each day and approximately twenty vehicles traveling to/from the premises per week for other purposes (parts/material/customers). It is not anticipated there will be the need for any commercial vehicles (per the TIF policy) to visit the property.



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

Olsson Response (4.25.23): Per the 2023.04.19 Narrative, traffic generation is planned for 1 employee (2 trips per day or 10 per week), 15 passenger vehicles per week for vehicle drop off (30 trips per week), 5 passenger vehicles per week for products/materials/parts (10 trips per week). Confirm trips to the site weekly is 50 trips per week?

Applicant Response (4.30.23): This is correct and the narrative has been updated to reflect this.

Olsson Response (5.04.23): No further comment.

- b. Olsson Comment (4.11.23): What is the difference between #22b and #22c trips?

Applicant Response (4.19.23): No response provided.

Olsson Response (4.25.23): See Olsson Response in #1(a).

Olsson Response (5.04.23): Per applicant response in #1(a) dated 4.30.23, Olsson has no further comment.

- c. Olsson Comment (4.11.23): Define trips as commercial and/or passenger. Definition of a commercial vehicle can be found in the TIF policy.

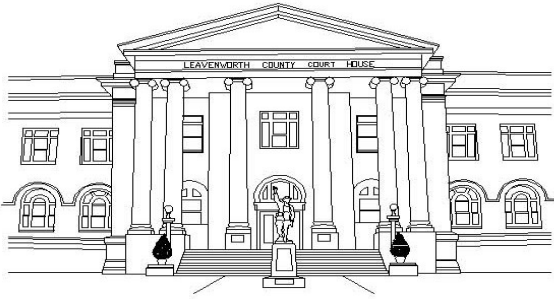
Applicant Response (4.19.23): No response provided.

Olsson Comment (4.25.23): Per applicant response in #1(a), Olsson has no further comment.

2. Olsson Comment (4.11.23): Application information doesn't include estimated daily trips for dropping off vehicles for service associated with either land use (automotive repair or car restoration). Provide further description if vehicles will be dropped off with service provided same day. Include trips under #22 and revise application as necessary.

Applicant Response (4.19.23): Due to the extensive nature of repairs performed at this repair/restoration shop, any necessary work is highly unlikely to be completed in one day.

Olsson Response (4.25.23): No further comment.



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

-
-
3. Olsson Comment (4.11.23): It would be assumed customers would stop by time to time to look at vehicles during a restoration as well. Include trips under #22 and revise application as necessary.

Applicant Response (4.19.23): It is anticipated customer trips to/from the property to “inspect” the work being completed are included in item #1 as photographic and telephone updates are provided to customers on an ongoing basis.

Olsson Response (4.25.23): No further comment.

4. Olsson Comment (4.11.23): What size (length and width) are the commercial vehicles for products/materials/parts?

Applicant Response (4.19.23): It is not anticipated there will be the need for any commercial vehicles (per the TIF policy) to visit the property.

Olsson Response (4.25.23): Per the 2023.04.19 Response to Comments, Honey Creek Disposals will provide waste management. See also Olsson response (04.25.23) in #5 regarding use of vehicles with trailers.

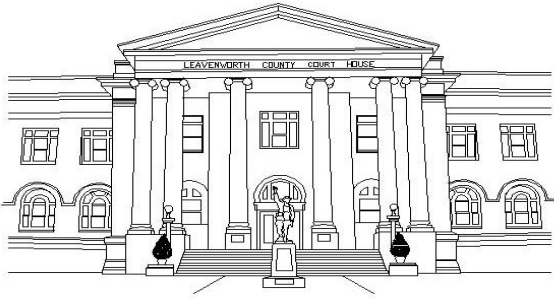
Olsson Response (5.04.23): Per applicant response in #5 dated 4.30.23, Olsson has no further comment.

5. Olsson Comment (4.11.23): Are the vehicles being worked on brought to the site with a trailer? If so, what is the anticipated size truck and trailer?

Applicant Response (4.19.23): Any cars brought to the property are done so to allow for turnarounds within the parking lot specifications on the property. This is anticipated to be less than 1 car every 3 months. Any restoration projects are brought to the property on standard industry bumper-pull car trailers by standard pick-up trucks. Car trailers are approximately 20' in length.

Olsson Response (4.25.23): Proposed use including bumper-pull car trailers and trash truck. Driveway entrance to be constructed per the County's commercial/industrial driveway standard with a minimum of 24' width or the applicant can conduct a turning movement memo for the most conservative vehicle (truck/trailer or trash truck) for exiting/entering into the property from the right-of-way to determine driveway entrance width. Turning movement memo to be conducted by a professional engineer licensed in the State of Kansas.

Applicant Response (4.30.23): Driveway will meet the minimum of 24' width as stated above.



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

Olsson Response (5.04.23): No further comment.

6. Olsson Comment (4.11.23): Site plan doesn't indicate a turnaround area for dropping off vehicles if trailers would be used. Describe drop offs and location.

Applicant Response (4.19.23): See plan in item #5; no additional turnaround area shall be necessary as each vehicle project will be able to be placed in a designated spot per site plan at the time of drop off.

Olsson Response (4.25.23): No further comment.

May 30, 2023

JUN 01 2023

Leon K & Anita L Bell
19915 207th Street
Tonganoxie, KS 66086-4115

Amy Allison, Deputy Director
Leavenworth County Planning & Zoning Dept
Court house, 300 Walnut
Leavenworth, KS 66048

RE: NOTICE OF PUBLIC HEARING
Leavenworth County Planning Commission to hold a public hearing regarding an application (DEV-23-046) for a Special Use Permit for a Auto Service Station & Repair for Faster Dynamics, a vehicle repair shop; such use being listed in Article 19, Table of Uses, in the Leavenworth County Zoning and Subdivision Regulations.

The Special Use Permit (DEV-23-046) request is for the following described property:

A tract of land in the Northwest corner of the Southwest Quarter of Section 34, Township 10 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

**Request submitted by Deric Hulett, Faster Dynamics, LLC
Address: 00000 George Rd
Parcel ID number: 148-34-0-00-00-009.02**


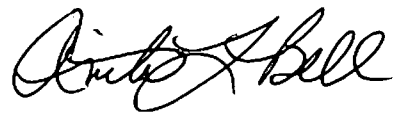
The hearing will be held on Wednesday the 14th day of June, 2023 at 5:30 p.m., in the Meeting Room, located on the second floor of the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas.

Dear Ms. Allison,

We are not in opposition to Mr Hulett's plans for an Auto Repair Service Station and Repair Shop on George Road in Leavenworth County, KS. We do feel if George Road is going to have increased traffic, it should be hard surfaced for that commercial traffic.

Please forward this letter to the Leavenworth County Planning Commission's hearing on June 14, 2023. We are unable to attend that hearing.

Sincerely,

 & 

Leavenworth Times Affidavit of Publication

County of Leavenworth
State of Kansas
NOTICE OF PUBLIC HEARING

Notice is hereby given for the Leavenworth County Planning Commission to hold a public hearing regarding an application (DEV-23-046) for a Special Use Permit for a Auto Service Station & Repair for Faster Dynamics, a vehicle repair shop; such use being listed in Article 19, Table of Uses, in the Leavenworth County Zoning and Subdivision Regulations. The Special Use Permit (DEV-23-046) request is for the following described property:

A tract of land in the Northwest corner of the Southwest Quarter of Section 34, Township 10 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

Request submitted by Deric Hulett, Faster Dynamics, LLC

Address: 00000 George Rd
Parcel ID number: 148-34-0-00-00-009.02

The hearing will be held on Wednesday the 14th day of June, 2023 at 5:30 p.m., in the Meeting Room, located on the second floor of the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas. Further information is available, including the full legal description, for inspection during regular business hours in the Leavenworth County Planning & Zoning Department.

We encourage public input. If you wish to provide comments in writing instead of in person, written comments must be received no later than noon Tuesday, June 13, 2023.

John Jacobson, Secretary
Leavenworth County Planning Commission Publish by 5/24/2023

Published in the Leavenworth Times, May 23, 2023.

I, Tammy Lawson, of lawful age, being first duly sworn on oath, states, that she is a Legal Representative of the Times, a daily newspaper, printed and published in Leavenworth, Leavenworth County, Kansas, that said newspaper has been published for at least Fifty (50) Times a year and has been so published for at least five (5) years prior to the first publication of the attached Notice that said newspaper has a general paid circulation on a monthly and yearly basis in Leavenworth County, Kansas and is not a trade, religious or fraternal publication and has been printed and published in Leavenworth County, Kansas and has a general paid circulation in said County. The attached Notice was published on the following dates in a regular issue of said newspaper.

Publication was made on the 23rd day of May, 2023.

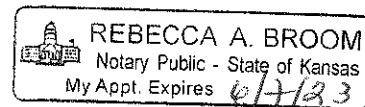
WITNESS my hand this 23rd day of May, 2023.

Tammy Lawson
Legal Representative

Subscribe and sworn before me, this 23 day of May, 2023.

Rebecca A. Broom
Notary Public

My Commission Expires: 6/7/23



RESOLUTION 2023-17

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an auto service station & repair shop – Faster Dynamics LLC on the following described property:

A tract of land in the Northwest corner of the Southwest Quarter of Section 34, Township 10 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas, more commonly known as 00000 George Road (PID: 148-34-0-00-00-009.02)

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 31st day of March, 2023, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 14th day of June, 2023; and

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

WHEREAS, the Board of County Commission considered, in session on the 5th day of July, 2023, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 5th day of July, 2023, and incorporated herein by reference;

That Case No. DEV-23-046, Special Use Permit for an auto service station & repair shop – Faster Dynamics LLC approved subject to the following conditions:

1. The Special Use Permit shall be subject to the written narrative and site plan provided on April 19, and May 1, 2023.
2. The business shall operate from 8:00AM until 2:00PM, Monday through Friday.
3. A commercial building permit will be required for the proposed auto repair shop. Stamped plans, by an architect or engineer, will need to be submitted with the building permit, in compliance with 2006 International Building Code, as adopted by Leavenworth County. A code footprint establishing occupancy will also need to be submitted.
4. An engineered septic system shall be installed with the proposed addition. The septic system must comply with all permitting and sanitary sewer standards.
5. The applicant must comply with the following memorandums:
 - a. Emergency Management – Chuck Magaha, dated April 24, 2023

6. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. No on-street parking shall be allowed.
9. No outdoor storage of materials or vehicles will be permitted.
10. Any light generated from the proposed business shall be limited to 0 foot-candles net gain, as measured from the property line.
11. Any noise generated from the proposed business shall be limited to 60 dBs, as measured from the property line.
12. No drains shall be permitted to be connected to a septic system.
13. If the applicant uses a dumpster, said dumpster shall be placed on the property and screened from the county roadway.
14. The use, storage and disposal of any chemicals, lubricants, oils, fluids or hazardous materials must comply with the all Local, State and Federal requirements.
15. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
16. The applicant shall not store or burn commercial waste on the property.
17. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.
18. Applicant shall not cause or allow any public nuisance to exist on the subject property.
19. That the Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Faster Dynamics, LLC and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.
20. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
21. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.

located in Section 34, Township 10 South, Range 21, also known as 00000 George Road, parcel no. 148-34-0-00-00-009.02 in Leavenworth County, Kansas.

Adopted this 5th day of July, 2023
Board of County Commission
Leavenworth, County, Kansas

Vicky Kaaz, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Mike Smith, Member

Doug Smith, Member

Mike Stieben, Member

Leavenworth County Request for Board Action

Date: June 21, 2023

To: Board of County Commissioners

From: David Van Parys, Senior County Counselor

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Consideration of a Road Improvement Agreement setting out necessary improvements and maintenance for all proposed haul roads.

Recommendation: Review and consider the Road Improvement Agreement.

Analysis: The proposed Road Improvement Agreement sets out required steps to evaluate and initiate improvement and maintenance of haul roads when any and all applicants seek a Special Use Permit and the proposed use is anticipated to impact the road.

Alternatives: Table, Deny, Approve or Approve with Modification

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments:

Proposed Agreement

ROADWAY IMPROVEMENT AGREEMENT

This Roadway Improvement Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the Board of County Commissioners of Leavenworth, Kansas, a body politic organized and existing pursuant to the laws of the State of Kansas (hereinafter “County”) and _____ (hereinafter “Applicant”). The County and Applicant are collectively referred to herein as the “Parties.”

RECITALS

A. Applicant applied to the County for the issuance of a Special Use Permit (“SUP”), in Case No. _____, to allow the establishment of an _____ upon land legally described on the attached Exhibit A (hereinafter “Property”) for a project known as _____ (“Project”);

B. On or about _____, the County adopted Resolution No. _____ which conditionally approved the issuance of the special use permit subject to a number of conditions which were placed upon permit.

C. Paragraph Number _____ of Resolution _____ requires _____ to enter into this Agreement with the County regarding necessary improvements and maintenance of the proposed haul road (hereinafter “Road”) and the reduction of dust and dirt from the Property.

D. In consideration of the County’s approval of Applicant’s special use permit, Applicant agrees and desires to enter into this Agreement to not only satisfy one of the conditions placed upon approval of its special use permit but to also reduce in writing, for the parties’ mutual advantage, the terms and provisions regarding the improvement and maintenance of the Road.

NOW THEREFORE, the County and Applicant hereby enter into this Agreement on behalf of themselves and their respective successor and legal representatives, upon the following terms and conditions and in consideration of the mutual covenants and agreements contained herein.:

AGREEMENT

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

2. **ROAD IMPROVEMENT.** The parties shall take steps to evaluate and initiate improvement of the Road as follows:

(a) The County shall issue a request for proposals from qualified engineering firms to provide engineering consultant services in regard to the Road as identified in the SUP application referenced herein. The County shall, in its sole discretion, select the engineering firm to perform the work described below at the sole cost of the Applicant.

(b) Engineering services may be provided in up to six phases if the Road requires improvement as a direct result of the Project to comply with the applicable road design standard as determined during the Planning/study phase and to ensure the public health, safety and welfare. The six phases could include the following:

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

(ii) **Field work/ discovery phase** includes, but is not limited to, analysis of existing roadway geometrics and drainage structure condition, corridor topographic and boundary survey, preparation and submittal to governmental agencies a certified land corner record for each section corner recovered and used for the project, geotechnical investigation of existing pavement and corridor soils, said geotechnical investigation information to be utilized by the consultant for pavement typical section design, obtaining title work, analysis of utility encumbrances and required relocations, development of geometric concept plan, and analysis of horizontal and vertical curve modifications and required right-of-way easement acquisition.

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

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

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

(vi) **Project Acceptance/ Long Term Maintenance Requirement phase** includes, but is not limited to, a punch list walk through the County.

(c) The County selected engineering consultant's opinions shall be reduced to writing ("Report"). The Report shall indicate whether or not traffic generated by Applicant's proposed use will have a detrimental impact on the safety of the public or will require the county to subsidize the business as a result of the degradation of the roadway created from the additional traffic and what improvements, if any, need to be made to the Road as a direct result of the Project to comply with the applicable County standard as defined by the County selected engineering consultant and to ensure the public health, safety and welfare. The applicant agrees to accept and shall be bound by the opinions and conclusions set forth in the Report regarding the current condition of the Road and the determination of whether any portion of the Road will need to be improved, rebuilt, or replaced as the sole result of the Project in order to comply with the applicable road standards

(i) In the event that the Report finds that no improvements to the Road are required as a result of the Project, Applicant agrees to pay the County the sum of XXX Dollars (\$XXX) on or before the (INSERT DATE) and each year thereafter as a road use and maintenance fee during the period of time in which Applicant conducts (INSERT DESCRIPTION i.e. sand dredging and associated) operations on the Property for the maintenance and/or repair of the Road. The annual payment shall be calculated by the engineer consultant and based on anticipated ESAL loading associated with Applicant's proposed use of the Roadway.

(ii) In the event that improvement to the Road are required, the County selected engineering consultant shall identify the typical section and pavement requirements for a standard 20-year pavement design life based on existing traffic in the corridor, anticipated residential traffic growth, and additional ESAL loading associated with the industrial/commercial use of the corridor. Pro-rata project cost estimates for each stakeholder shall consider the anticipated County maintenance budget for the corridor under existing traffic volume conditions without the addition of ESAL loading associated with the industrial/commercial use of the corridor.

(iii) If Applicant improves the Road based on the engineering consultant's Report and other entities are approved to utilize the Road and required to pay the County a traffic impact or road use and maintenance fee as a condition of their special use permit within ten (10) years of the date of this Agreement, the Applicant may be entitled to receive a pro-rata share of the traffic impact or road use and maintenance fees paid to the County during the initial ten (10) years period from the date of this Agreement. The pro-rata share of County/Applicant formula shall be recalculated for the remainder of the 20-year term with the inclusion of the additional developments. Similar to the original pro-rata share formula, all recalculations shall be based on anticipated ESAL

loading for each roadway user. Regardless of the amount of traffic impact or road and maintenance fees collected by County, Applicant shall only receive up to 50% of the actual amount paid by Applicant to improve the Road.

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

3. **DUST CONTROL/ ROAD MAINTENANCE.** The parties understand and agree that dirt, loose rock and the like may be deposited on the Road as a result of Applicant's operation on the Property. In the event Applicant or Applicant's customers deposit dirt, loose rock and the like that are in such quantities or of such size that their presence upon the surface of the Road may cause hazardous driving conditions for traffic, Applicant shall be responsible for removing the same within three (3) days upon receipt of notice or upon Applicant's observation of such conditions. Further, all loose rock and the like caused by Applicant or Applicant's customers or agents, regardless of size or quantity, shall be swept from the surface of the Road on an as-needed basis. All safety precautions shall be observed by Applicant during the sweeping process.

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

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

(i) The County may terminate or revoke the special use permit granted Applicant for operations on the Property authorized in Resolution No. _____; and

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

(i) If the Public Works Director determines that there is a reasonable probability that Applicant's failure to perform or breach may cause hazardous driving conditions for traffic, then the County Engineer may close the Road to through traffic

until such time as the failure to perform, the breach and hazardous conditions are remedied to the satisfaction of the County Engineer; and

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

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

5. **DISPUTE RESOLUTION.** In the event that Applicant believes it is aggrieved and wishes to contest the determinations of the consulting engineer regarding either the scope or cost estimates of the Project, it may submit its contest in writing to the County. The contest shall set out in detail the basis for the contest to include information on any outside engineering consultants advising Applicant. Within ten (10) business days of the serving of the notice of contest, the parties shall confer to discuss the contested issues. In the event that the contested issues remain unresolved, Applicant may request that the Leavenworth County Board of County Commissioners conduct a hearing on the unresolved contested issues. At that hearing, Applicant shall fully state in detail the basis of the contest and provide a suggested resolution to the contest issues. The Board of County Commissioners shall consider and rule upon the contest issues within two (2) calendar weeks of the closure of the hearing on the matter.

The parties acknowledge that it is the duty and prerogative of the Board of County Commissioners to act in the best interests of the public health, welfare and safety of the citizens of Leavenworth county. Decisions by the Board of County Commissioners on the contest issues shall be final, subject to judicial review as provided by K.S.A. 19-223.

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

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

If to the County:

Mark Loughry
Leavenworth County Administrator

300 Walnut
Leavenworth, KS 66048

With a copy to

David Van Parys
300 Walnut
Leavenworth, KS 66048

If Applicant:

With a copy to
Applicant's Counsel:

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

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

9. **INDEMNITY.** Applicant further agrees to protect, defend, indemnify and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of Applicant and its employees, contractors, subcontractors, independent contractors, or other similar entity's performance of the term and conditions of this Agreement. Applicant further agrees to investigate, handle, respond to, provide defenses for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if said claims are

groundless, false or fraudulent. Applicant shall have the exclusive and sole right to use an attorney of its choice to handle, investigate and/or defend such claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FOR THE BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

VICKY KAAZ, 2ND DISTR

JEFF CULBERTSON, 1ST DISTR

DOUG SMITH, 3RD DISTR

MIKE SMITH 4TH DISTR

MIKE STEIBEN, 5TH DISTR.

ATTEST:

JANET KLASINSKI, CLERK

APPROVED AS TO FORM

David Van Parys, Senior County Counselor

APPLICANT:

By: _____

Name: _____

Title: _____

**Leavenworth County
Request for Board Action**

Date: June 30, 2023

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll, Misty Brown

From: David C. Van Parys

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Approval of Board Order memorializing findings previously made by the board upon the hearing of the matter of the vacation of an unused portion of State Street.

Recommendation: Approval of Board Order

Analysis: The board previously made findings that a specified portion of State Street be vacated as justified by non-use of the dedicated row of the road. The request for the vacation was made by an adjoining property owner in order to facilitate a proposed subdivision of their property. An annotation to the road records of the county showing the vacation would serve to remove the dedicated road right of way, but staff is recommending that a Board Order containing the legal description be adopted in order that the Order can be recorded in the Office of the Register of Deeds, making it abundantly clear to future purchasers of any of the adjoining properties that the road right of way has been vacated.

Alternatives: Continue to rely upon the official road records of the county to provide notice to the public of the existence or road right of way, or the vacation of previously dedicated road right of way.

Budgetary Impact: None

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

Total Amount Requested: n/a

Additional Attachments: Proposed Board Order

BOARD ORDER 2023-4

An order of the Board of County Commissioners of Leavenworth County, Kansas approved during the regular course of business on the 21st day of June, 2023, pursuant to K.S.A. 68-102, vacating a certain section of dedicated road right of way for non-use. The section of road right of way vacated by this order is described as follows:

DESCRIPTION-VACATION

A portion of State road from North Lawrence to big Stranger Creek Bridge, located in Section 26, Township 10 South, Range 21 East, in Leavenworth County Kansas, described as follows:

Vacate the dedicated 66-foot roadway of State road from North Lawrence to big Stranger Creek Bridge, also known as Old Leavenworth-Lawrence Road, recorded in road record Book B, Pages 333-340. Beginning at the North terminus of said road record at big Stranger Creek Bridge; thence Southwesterly, along said road record to the West line of the Southeast Quarter of said Section 26, said point being 1169.90 feet South of the center corner of said Section 26.

SO ORDERED THIS 5TH DAY OF JULY, 2023.

Board of County Commissioners
of Leavenworth County, Kansas

Vicky Kaaz, Chair

Jeff Culbertson, Member

Mike Smith, Member

Doug Smith, Member

Mike Stieben, Member

Leavenworth County Request for Board Action

Date: June 29, 2023

To: Board of County Commissioners

From: David Van Parys, Senior County Counselor

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Consideration of First Amendment to Contract for Certain Improvements to 155th Street as it lies in the City of Basehor, Kansas, the Entry into an Agreement regarding road maintenance for certain streets located in or bordering the City of Basehor, Kansas and the waiver by the City of Basehor, Kansas, of connection fees for Sewer District No. 5 of Leavenworth County, Kansas.

Recommendation: Approval of the Amendment and authorize the Chairperson to sign the Amendment on behalf of the Leavenworth Board of County Commissioners.

Analysis: Leavenworth County and the City of Basehor entered into an agreement on June 1, 2022 for Certain Improvements to 155th Street as it lies in the City of Basehor, Kansas, the Entry into an Agreement regarding road maintenance for certain streets located in or bordering the City of Basehor, Kansas and the waiver by the City of Basehor, Kansas, of connection fees for Sewer District No. 5 of Leavenworth County, Kansas. The proposed amendment recognizes that Leavenworth County received 100% of requested ARPA funds and allows for periodic reimbursement of ARPA eligible cost for the 155th Street Project by the County to the City.

Approving the proposed Amendment does not affect or change the other provisions of the Agreement and essentially only provides for the periodic distribution of funds to the City rather than a lump-sum payment at the conclusion of the project.

Alternatives: Table, Deny or Approve

Budgetary Impact:

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

Total Amount Requested: Incidental publication costs

Additional Attachments:

Proposed First Agreement to Contract

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

This First Amendment to that certain "Contract for Certain Improvements to 155th Street as it lies in the City of Basehor, Kansas, the Entry into an Agreement Regarding Road Maintenance for Certain Streets located in or Bordering the City of Basehor, Kansas and the Waiver by the City of Basehor, Kansas of Connection Fees for Sewer District No. 5 of Leavenworth County, Kansas" ("Contract") is made and entered into as of the 28th day of June, 2023, by and between the Board of County Commissioners of the County of Leavenworth, Kansas ("County") and the City of Basehor, Kansas, a Municipal Corporation ("City").

WHEREAS, County and City entered into the Contract on June 1, 2022; and

WHEREAS, County has received 100% of its requested "ARPA funding" more fully described in the Contract; and

WHEREAS, the parties desire to amend the Contract to permit periodic reimbursement of ARPA eligible costs for the 155th Street Project by the County to the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. That this Amendment shall supplement, amend and, to the extent inconsistent herewith, supersede the Contract. All capitalized words shall have the meanings ascribed to them in the Contract unless otherwise indicated herein.

2. That Section 4 (A) (3) is hereby replaced in its entirety with the following:

"The County shall contribute funding in an amount not to exceed \$2,000,000.00 toward the project, subject to the County receiving 100% of the grant funds currently identified under the American Rescue Plan Act ("APRA"). The County shall exercise due diligence in its efforts to obtain such funding. Should County receive less ARPA funding than requested or anticipated, or for any other reason limits or affects the County's funding of the project, it shall notify City as soon as possible. The funding for the project to be contributed by the County shall be paid to the City pursuant to pay applications, submitted no more frequently than monthly, with appropriate supporting documentation, and shall be subject to adjustments as provided for herein.

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

(b) Subject to the limitations set forth herein, the County shall pay up to \$2,000,000.00 but not to exceed 50% of the remaining project cost balance not paid for by other grant sources. Only costs eligible under ARPA shall be reimbursed, including but not limited to, storm water and waste water improvements associated with the project; and provided, it is anticipated that storm water and waste water improvements along Parallel Road (east and west of the intersection of 155th Street) will be part of the project, and the cost of those improvements shall be eligible for reimbursement by the County.”

3. Except as expressly amended herein, all remaining terms, provisions and conditions of the Contract shall remain in full force and effect as modified hereby.

4. This Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which shall be construed together as one document. This Amendment may be delivered by facsimile or electronic (PDF) transmission.

IN WITNESS WHEREOF, the undersigned have executed this Amendment pursuant to due authority as of the date first above written.

ON BEHALF OF LEAVENWORTH COUNTY, KANSAS.

This Amendment is approved as authorized by the Board of Commissioners of the County of Leavenworth, Kansas, on the _____ day of _____, 2023.

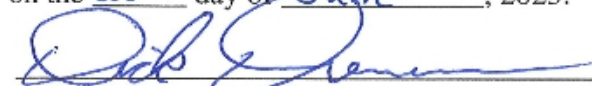
Vicky Kaaz, Chair, Board of County Commissioners

Attest:

Janet Klasinski, County Clerk

ON BEHALF OF THE CITY OF BASEHOR, KANSAS.

This Amendment is approved as authorized by the Governing Body of the City of Basehor, Kansas on the 28th day of June, 2023.



Dick Drennon, Mayor, City of Basehor



Attest:



Katherine M. Renn, City Clerk

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

Between

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

and

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

RECITALS

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

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

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

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

Section 2. Authority. Pursuant to K.S.A. 12-2908, the parties hereto enter into this Contract as authorized by the Governing Body of the City of Basehor, Kansas, and the Board of County Commissioners of the County of Leavenworth, Kansas, for the purposes set forth below.

Section 3. Purposes. The purposes for which the parties enter into this contract are to cause certain improvements to be made to 155th Street as it lies within the boundaries of the City ("155th Street Project", or "project"). The parties acknowledge and agree that the project will be administered by the Kansas Department of Transportation ("KDOT") and subject to KDOT's rules and procedures, anything in this Agreement to the contrary notwithstanding. The parties further acknowledge and agree that the County will be providing its funding contribution through the use of funds received by it under ARPA and that the City will comply with all rules and regulations related to the expenditure and use of such funds. Additionally, to specify the waiver by the City of connection fees for the incorporation of the facilities of Sewer District No. 5 into the wastewater treatment facilities of the City ("Ginger Creek Project").

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

A. 155TH Street Project.

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

(2) The City shall comply with all KDOT, state and federal requirements related to the solicitation and review of bids, and letting the project contract(s). City will forward copies of all bid and contract documents to the County for its records.

(3) (4) The County shall contribute funding in an amount not to exceed \$2,000,000.00 toward the project, subject to the County receiving 100% of the grant funds currently identified under the American Rescue Plan Act ("ARPA"). The County shall exercise due diligence in its efforts to obtain such funding. Should County receive less ARPA funding than requested or anticipated, or for any other reason limits or affects the County's funding of the project, it shall notify City as soon as possible. The funding for the project to be contributed by the County shall be paid to the City upon the final acceptance of the project by the City and shall be subject to adjustments as provided for herein.

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

(b) Subject to the limitations set forth herein, the County shall pay up to \$2,000,000.00 but not to exceed 50% of the remaining project cost balance not paid for by other grant sources. Only costs eligible under ARPA shall be reimbursed, including but not limited to storm water and waste water improvements associated with the project; and provided, it is anticipated that storm water and waste water improvements along Parallel Road (east and west of the intersection of 155th Street) will be part of the project, and the costs of those improvements shall be eligible for reimbursement by the County.

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

At such time as the City allows the connection of Sewer District No. 5 to City facilities that City agrees to waive all connection fees; said connection to Sewer District No. 5 shall be in the sole discretion of the City.

Section 5. Contingency.

Both the County and the City agree that if the 155th Street project is not under contract for construction within 24 months of the date of entry into this contract by the parties any funding obligation of duty of the County for said project shall terminate unless the delays are caused by reasons beyond the reasonable control of City, including delays caused by KDOT; in the event of such delays, the time for execution of a contract shall be extended accordingly.

Section 6. Termination. The City may elect to terminate the 155th Street Project at any time and at its sole discretion. The act of the City in electing to terminate the 155th Street Project shall not serve to terminate the other terms of this contract.

Section 7. Approval.

- A. This Contract is effective upon being signed by the appropriate representatives of the City and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
- B. Each of the parties warrants and represents by the execution of this Contract, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Contract by such party has been authorized by resolution duly adopted by its governing body, and that this Contract constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

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

Section 9. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Contract should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Contract, which shall

remain in full force and effect; and to this end the provisions of this Contract are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Contract are severable.

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

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

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

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


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

ON BEHALF OF LEAVENWORTH COUNTY, KANSAS.

This Contract is approved as authorized by the Board of Commissioners of the County of Leavenworth, Kansas, on the 1st day of June, 2022.



Mike Smith, Chair, Board of County Commissioners

Attest:


Janet Klasinski, County Clerk

ON BEHALF OF THE CITY OF BASEHOR, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Basehor, Kansas on the 25th day of May, 2022.



Dick Drennon, Mayor, City of Basehor



Attest:



Katherine M. Renn, City Clerk