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Leavenworth County
Board of County Commissioners

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
February 8, 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 February 1, 2023
 - b) Approval of the schedule for the week February 13, 2023

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

VII. FORMAL BOARD ACTION:

- a) Consider a motion to authorize the Health Department to purchase replacement conference room furniture and equipment in an amount not to exceed \$33,000.00.
- b) Consider a motion to authorize the chairperson to sign the Affiliation Agreement with the University of St. Mary's Occupational Therapy program and the Council on Aging.
- c) Consider a motion to approve and authorize the chairperson to sign the Annual Noxious Weed Eradication Progress Report 2023.
- d) Consider a motion to engage SMH Consultants for design services for the Cushing Building parking lot in the amount of \$52,910.00.
- e) Consider a motion to approve Resolution 2023-4, a special use permit for Whiskey Ridge Event Center.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, February 6, 2023

Tuesday, February 7, 2023

Wednesday, February 8, 2023

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

Thursday, February 9, 2023

8:00 a.m. 2023 County Day at the Capitol
• Kansas State Capitol, First Floor Rotunda, Topeka, KS

12:00 p.m. LCDC meeting

Friday, February 10, 2023

Saturday, February 11, 2023 through Tuesday, February 14, 2023

2023 NACO Legislative Conference
• NACO, 660 North Capitol St, NW, Suite 400, Washington, DC

10:00 a.m. City of Basehor Groundbreaking Ceremony of the Civic Campus
• SW 158th and Parallel Rd., Basehor, KS

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

*****February 1, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, February 1, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Amy Allison, Planning and Zoning Deputy Director; Tammy Saldivar, Solid Waste Director; Aaron Yoakam, Building and Grounds Director; Mike Spickelmier, Solid Waste Committee; John Richmeier, Leavenworth Times

Residents: John Matthews, Eric McMillin, Joe Herring, Wes Baker

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Mark Loughry reminded the Board about an open house for the Crisis Stabilization Unit for the Guidance Center today at 1:00 p.m.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, February 1, 2023 as presented.

Motion passed, 5-0.

A request was presented to approve the Solid Waste Committee members for 2023.

Mr. Loughry pointed out that the Solid Waste Committee does not have the authority to remove or appoint members of the committee.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to approve the minutes and appointment of officers and remove the person who has not attended in 10 years and them open it up to find somebody to fill that.

Motion passed, 5-0.

Mike Spickelmier requested approval of a tarp rate increase for the Transfer Station.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve the increase of the tarp fee as presented.

Motion passed, 5-0.

Mr. Loughry presented a policy on monument or historical marker placements on County property.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve the sign and monument marker and commemoration placement policy.

Motion passed, 5-0.

Amy Allison presented Case Number DEV-22-162, an exception on a tract split for Murr Farms.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to grant an exception on a tract split with a proposed angle to the line for Case Number DEV-22-162, Murr tract split located at 25479 Dempsey Road.

Motion passed, 5-0.

Ms. Allison presented Resolution 2023-4, a request for special use permit for Whiskey Ridge Event Center.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to table until next week.

Motion passed, 4-0 Commissioner Culbertson abstained.

Tammy Saldivar presented the quarterly report for the Solid Waste Department.

Aaron Yoakam presented the quarterly report for Building and Grounds.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith that the Board recess for a closed executive meeting for the discussion of litigation involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that Board resume open meeting at 10:05 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Culbertson, Kaaz, Mike Smith, Doug Smith and Commissioner Stieben, Senior County Counselor David Van Parys and County Administrator, Mark Loughry.

Motion passed, 5-0.

The Board returned to regular session at 10:05 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

Commissioner Doug Smith attended the Basehor City Council meeting, the Fairmount Township meeting and the JCAB meeting with Commissioner Kaaz.

Commissioner Stieben met with Jeremy Greenmeyer with LCDC and attended KAC Government Day in Topeka. He will attend County Day in Topeka on February 9.

Commissioner Culbertson met with Colonel Misenheimer regarding PILOT checks, attended the MARC 911 meeting and spoke with Senator Tyson about LAVTR funds.

Commissioner Mike Smith will speak with the Leavenworth/Lansing Leadership group on Friday.

Commissioner Kaaz attended a KCATA meeting, a ribbon-cutting ceremony for Willcott Brewing Company and the Women's Division of Commerce meeting.

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

Motion passed, 5-0.

The Board adjourned at 10:13 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, February 13, 2023

Tuesday, February 14, 2023

Wednesday, February 15, 2023

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

2:00 p.m. Council on Aging & K-State Extension Office's Ribbon Cutting Ceremony and Open House
• 711 Marshall St., Suites 100 & 101, Leavenworth, KS

Thursday, February 16, 2023

Friday, February 17, 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

LEAVENWORTH COUNTY
PAID AND OUTSTANDING PURCHASE DOCUMENT LISTING BY VENDOR NUMBER
01/28/2023 To 02/03/2023

<u>VENDOR/</u> <u>DOCUMENT</u>	<u>DOCUMENT</u> <u>DATE</u>	<u>DUE</u> <u>DATE</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>ACCOUNT</u> <u>DESCRIPTION</u>	<u>INVOICE</u> <u>NUMBER</u>	<u>INVOICE</u> <u>DATE</u>	<u>DETAIL</u> <u>AMOUNT</u>	<u>FUND</u> <u>AMOUNT</u>	<u>TOTAL</u> <u>AMOUNT</u>
396	ACI BOLAND INC								
0117849	01/30/2023	01/30/2023	3172500107	ARP:PUBLIC HEALTH CAP IMPROVEM	40087	01/12/2023	998.55		
			3172500107	ARP:PUBLIC HEALTH CAP IMPROVEM	TRAVEL	01/12/2023	43.04	1,041.59	1,041.59
				TOTAL FOR VENDOR NO. - 396		ACI BOLAND INC			1,041.59
534	SANDS CONSTRUCTION LLC								
0117850	01/30/2023	01/30/2023	3172500107	ARP:PUBLIC HEALTH CAP IMPROVEM	15-FINAL	01/30/2023	161,237.00	161,237.00	161,237.00
0117851	01/30/2023	01/30/2023	3172500107	ARP:PUBLIC HEALTH CAP IMPROVEM	11	01/23/2023	62,862.00	62,862.00	62,862.00
0117852	01/30/2023	01/30/2023	3172500107	ARP:PUBLIC HEALTH CAP IMPROVEM	10	01/23/2023	36,930.00	36,930.00	36,930.00
				TOTAL FOR VENDOR NO. - 534		SANDS CONSTRUCTION LLC			261,029.00
648	COMMERCE BANK-COMMERCIAL CARDS								
0117853	01/30/2023	01/31/2023	3001502203	CO CLERK: CONTRACTUAL LICENSE,	7513/2-23	01/01/0001	200.00	200.00	200.00
0117854	01/30/2023	01/31/2023	3001514224	CTHSE GEN: CONTRACTUAL INSURAN	7513/2-23	01/01/0001	170.00	170.00	170.00
0117855	01/30/2023	01/31/2023	3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	488.49	488.49	488.49
0117856	01/30/2023	01/31/2023	3001507216	SHERIFF:EOC:RADIO & PHONE LINE	7513/2-23	01/01/0001	74.99	74.99	74.99
0117857	01/30/2023	01/31/2023	3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	18.36	18.36	18.36
0117858	01/30/2023	01/31/2023	3001514234	CTHSE GEN: CONTRACTUAL POSTAGE	7513/2-23	01/01/0001	741.99	741.99	741.99
0117859	01/30/2023	01/31/2023	3001505215	AMBULANCE: UTILITIES	7513/2-23	01/01/0001	81.10		
			3001514220	CTHSE GEN: CONTRACTUAL UTILITI	7513/2-23	01/01/0001	52.48	133.58	133.58
0117860	01/30/2023	01/31/2023	3001505215	AMBULANCE: UTILITIES	7513/2-23	01/01/0001	173.12	173.12	173.12
0117861	01/30/2023	01/31/2023	3001507223	SHF:EOC:ELECTRICITY FOR SIRENS	7513/2-23	01/01/0001	383.00	383.00	383.00
0117862	01/30/2023	01/31/2023	3001502212	CO CLERK: CONTRACTUAL MISCELLA	7513/2-23	01/01/0001	32.31		
			3001514247	CTHSE GEN: SHREDDING	7513/2-23	01/01/0001	29.96		
			3001528301	HR: OFFICE SUPPLIES	7513/2-23	01/01/0001	14.98	77.25	
			3146500218	CO TREASURER SPECIAL: SHRED-IT	7513/2-23	01/01/0001	64.62	64.62	141.87
0117863	01/30/2023	01/31/2023	3001519221	DIST CT: INTERPRETER	7513/2-23	01/01/0001	680.00	680.00	680.00
0117864	01/30/2023	01/31/2023	3145500208	COUNCIL ON AGING: CONTR SERVIC	7513/2-23	01/01/0001	55.95		
			3145500208	COUNCIL ON AGING: CONTR SERVIC	7513/2-23	01/01/0001	31.00		
			3145500208	COUNCIL ON AGING: CONTR SERVIC	7513/2-23	01/01/0001	59.84	146.79	146.79
0117865	01/30/2023	01/31/2023	3001506216	CO PLANNING: CODE ENFORCEMENT	7513/2-23	01/01/0001	86.46	86.46	86.46
0117866	01/30/2023	01/31/2023	3001507210	SHERIFF: CONTRACTUAL TELEPHONE	7513/2-23	01/01/0001	4,397.91	4,397.91	4,397.91
0117867	01/30/2023	01/31/2023	3123500301	JUV CRIME PREV: COMMODITIES	7513/2-23	01/01/0001	50.17	50.17	
			3126500210	COMM CORR: COMMUNICATIONS	7513/2-23	01/01/0001	288.35	288.35	
			3136500206	JUV COMM CORR: JISP COMMUNICAT	7513/2-23	01/01/0001	82.75		
			3136500226	JUV COMM CORR: CMA COMMUNICATI	7513/2-23	01/01/0001	82.76		
			3136500236	JUV COMM CORR: JCAB COMMUNICAT	7513/2-23	01/01/0001	100.34	265.85	
			3138500206	JUV INTAKE & ASSESSMENT: COMMU	7513/2-23	01/01/0001	57.67	57.67	662.04
0117868	01/30/2023	01/31/2023	2160500204	SOLID WASTE MGMT: LANDFILL CHA	7513/2-23	01/01/0001	116.23		
			2160500204	SOLID WASTE MGMT: LANDFILL CHA	7513/2-23	01/01/0001	1,442.28-	1,326.05-	1,326.05-
0117869	01/30/2023	01/31/2023	3001507210	SHERIFF: CONTRACTUAL TELEPHONE	7513/2-23	01/01/0001	286.27	286.27	286.27
0117870	01/30/2023	01/31/2023	3001507210	SHERIFF: CONTRACTUAL TELEPHONE	7513/2-23	01/01/0001	92.46	92.46	92.46
0117871	01/30/2023	01/31/2023	3001503230	CO TREAS: CONTR ANNUAL BOND EM	7513/2-23	01/01/0001	142.00	142.00	142.00
0117872	01/30/2023	01/31/2023	3001507219	SHERIFF: CONTR PRISONER HEALTH	7513/2-23	01/01/0001	182.01	182.01	182.01
0117873	01/30/2023	01/31/2023	3133500251	ROAD & BRIDGE: CONTRACTUAL ELE	7513/2-23	01/01/0001	51.34	51.34	
			3001514220	CTHSE GEN: CONTRACTUAL UTILITI	7513/2-23	01/01/0001	727.58	727.58	
			3174500210	911: COMMUNICATIONS (PHONES,RAD	7513/2-23	01/01/0001	884.59	884.59	1,663.51
0117874	01/30/2023	01/31/2023	3001505215	AMBULANCE: UTILITIES	7513/2-23	01/01/0001	247.32	247.32	247.32
0117875	01/30/2023	01/31/2023	3133500207	ROAD & BRIDGE: SERVICE CALLS R	7513/2-23	01/01/0001	375.00		
			3133500207	ROAD & BRIDGE: SERVICE CALLS R	7513/2-23	01/01/0001	10.00		
			3133500207	ROAD & BRIDGE: SERVICE CALLS R	7513/2-23	01/01/0001	10.00	395.00	395.00

LEAVENWORTH COUNTY
PAID AND OUTSTANDING PURCHASE DOCUMENT LISTING BY VENDOR NUMBER
01/28/2023 To 02/03/2023

<u>VENDOR/ DOCUMENT</u>	<u>DOCUMENT DATE</u>	<u>DUE DATE</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DATE</u>	<u>DETAIL AMOUNT</u>	<u>FUND AMOUNT</u>	<u>TOTAL AMOUNT</u>
0117876	01/30/2023	01/31/2023	3001505280	AMBULANCE: RADIO MAINT	7513/2-23	01/01/0001	228.00		
			3001505280	AMBULANCE: RADIO MAINT	7513/2-23	01/01/0001	210.00	438.00	438.00
0117877	01/30/2023	01/31/2023	3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	700.00		
			3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	175.00		
			3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	230.00		
			3001507208	SHERIFF: CONTRACTUAL SERVICE C	7513/2-23	01/01/0001	535.00	1,640.00	1,640.00
0117878	01/30/2023	01/31/2023	3108500601	COUNTY HEALTH: PUBLIC HEALTH E	7513/2-23	01/01/0001	75.00	75.00	75.00
0117879	01/30/2023	01/31/2023	3001553207	NOXIOUS WEED: CONTRACT SERVICE	7513/2-23	01/01/0001	94.61	94.61	94.61
					TOTAL FOR VENDOR NO. - 648	COMMERCE BANK-COMMERCIAL CARDS			12,428.73
29034	MCAFFEE HENDERSON SOLUTIONS								
0117845	01/30/2023	01/30/2023	3171505201	S TAX CAP RD PROJ:OTHER CAP PR	6862	01/21/2023	25,665.05	25,665.05	25,665.05
0117846	01/30/2023	01/30/2023	3171504201	S TAX CAP RD PROJ;LOCAL PROJ:E	6861	01/23/2023	1,599.00	1,599.00	1,599.00
0117847	01/30/2023	01/30/2023	3172500506	ARPA: EC5.6 CLEAN WATER/STORMW	6864	01/21/2023	2,707.38	2,707.38	2,707.38
0117848	01/30/2023	01/30/2023	3172500506	ARPA: EC5.6 CLEAN WATER/STORMW	6863	01/21/2023	27,996.56	27,996.56	27,996.56
					TOTAL FOR VENDOR NO. - 29034	MCAFFEE HENDERSON SOLUTIONS			57,967.99
86	EVERGY KANSAS CENTRAL INC								
0117882	01/31/2023	01/31/2023	3160500210	SOLID WASTE MGMT: TELEPHONE/UT	4038693046	01/23/2023	721.10		
			3160500210	SOLID WASTE MGMT: TELEPHONE/UT	5730690440	01/23/2023	128.10		
			3160500210	SOLID WASTE MGMT: TELEPHONE/UT	7282683762	01/23/2023	544.51	1,393.71	1,393.71
					TOTAL FOR VENDOR NO. - 86	EVERGY KANSAS CENTRAL INC			1,393.71
575	US POSTAL SERVICE (QUADIENT-POC)								
0117883	01/31/2023	01/31/2023	3001502302	CO CLERK: COMMODITIES POSTAGE		12/31/2022	18.45		
			3001514302	CTHSE GEN: COMMODITIES POSTAGE		12/31/2022	13.68		
			3001549302	ELECTION: POSTAGE		12/31/2022	216.64	248.77	248.77
0117884	01/31/2023	01/31/2023	3001509232	CO COUNSELOR: TAX SALE		12/31/2022	5.40		
			3001501302	CO COMM: COMMODITIES POSTAGE		12/31/2022	10.83	16.23	16.23
0117885	01/31/2023	01/31/2023	3160500201	SOLID WASTE MGMT: CONTRACTUAL		12/31/2022	32.07	32.07	32.07
0117886	01/31/2023	01/31/2023	3001507302	SHERIFF: COMMODITIES POSTAGE		12/31/2022	297.13	297.13	297.13
0117887	01/31/2023	01/31/2023	3108500302	COUNTY HEALTH: COMMODITIES POS		12/31/2022	186.77		
			3108500606	COUNTY HEALTH: WOMEN,INFANT,CH		12/31/2022	126.14	312.91	312.91
0117888	01/31/2023	01/31/2023	3001503302	CO TREAS: COMMODITIES POSTAGE		12/31/2022	1.38	1.38	1.38
0117889	01/31/2023	01/31/2023	3146500302	CO TREASURER SPECIAL: POSTAGE		01/31/2022	810.27	810.27	810.27
0117890	01/31/2023	01/31/2023	3126500321	KDOC AISP SUPPLIES & COMMODITI		12/31/2022	134.77	134.77	134.77
0117891	01/31/2023	01/31/2023	3136500321	JUV COMM CORR: CMA SUPPLIES		12/31/2022	1.71	1.71	1.71
0117892	01/31/2023	01/31/2023	3001505302	AMBULANCE: POSTAGE		12/31/2022	577.66	577.66	577.66
0117893	01/31/2023	01/31/2023	3001528302	HR: POSTAGE		12/31/2022	9.60	9.60	9.60
0117894	01/31/2023	01/31/2023	3001506302	CO PLANNING: COMMODITIES POSTA		12/31/2022	27.93	27.93	27.93
0117895	01/31/2023	01/31/2023	3145500302	COUNCIL ON AGING: COMMOD POSTA		12/31/2022	215.16	215.16	215.16
0117896	01/31/2023	01/31/2023	3001519302	DIST CT: COMMODITIES POSTAGE		12/31/2022	1,776.80	1,776.80	1,776.80
0117897	01/31/2023	01/31/2023	3001553301	NOXIOUS WEED: OFFICE SUPPLIES		12/31/2022	2.85	2.85	2.85
0117898	01/31/2023	01/31/2023	3001541302	APPRAISERS: POSTAGE		12/31/2022	40.02	40.02	40.02
0117899	01/31/2023	01/31/2023	3133500301	ROAD & BRIDGE: COMMODITIES OFF		12/31/2022	74.80	74.80	74.80
0117900	01/31/2023	01/31/2023	3001511302	CO ATTY: COMMODITIES POSTAGE		12/31/2022	522.50	522.50	522.50
					TOTAL FOR VENDOR NO. - 575	US POSTAL SERVICE (QUADIENT-POC)			5,102.56
3197	LEAGUE OF KS MUNICIPALITIES								
0117881	01/31/2023	01/31/2023	3001509212	CO COUNSELOR: CONTRACTUAL MISC	5832	01/21/2023	100.00	100.00	100.00
					TOTAL FOR VENDOR NO. - 3197	LEAGUE OF KS MUNICIPALITIES			100.00
22543	COMPLETE FAMILY CARE								

PAID AND OUTSTANDING PURCHASE DOCUMENT LISTING BY VENDOR NUMBER

01/28/2023 To 02/03/2023

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0117880	01/31/2023	01/31/2023	3001505201	AMBULANCE: MEDICAL DIRECTOR	JANUARY 2023	01/01/0001	1,250.00	1,250.00	1,250.00
					TOTAL FOR VENDOR NO. - 22543		COMPLETE FAMILY CARE		1,250.00
86	EVERGY KANSAS CENTRAL INC								
0117909	02/02/2023	02/03/2023	3001532392	JUST CENT: WATER, GAS, ELECTRI	4664025909	01/23/2023	19,734.05	19,734.05	19,734.05
0117910	02/02/2023	02/03/2023	3001514220	CTHSE GEN: CONTRACTUAL UTILITI	7570295641	01/23/2023	7,100.57	7,100.57	7,100.57
0117942	02/02/2023	02/03/2023	3195500290	JUVENILE DETENTION: CONTRACTUA	1655836740	01/23/2023	444.63	444.63	444.63
0117959	02/02/2023	02/03/2023	3133500251	ROAD & BRIDGE: CONTRACTUAL ELE	9613862220	01/27/2023	113.29	113.29	113.29
					TOTAL FOR VENDOR NO. - 86		EVERGY KANSAS CENTRAL INC		27,392.54
89	HICKORY VILLAS, LLC								
0117953	02/02/2023	02/03/2023	3145500246	COUNCIL ON AGING: CONTR UTILIT		01/31/2023	134.00		
			3145505202	TITLE III CI MEALSITE UTILITIE		01/31/2023	58.00		
			3145507202	USDA III C1 UTILITIES		01/31/2023	8.00	200.00	200.00
					TOTAL FOR VENDOR NO. - 89		HICKORY VILLAS, LLC		200.00
100									
0117944	02/02/2023	02/03/2023	3001514221	CTHSE GEN: CONTRACTUAL WITNESS FEE		01/25/2023	25.00	25.00	25.00
0117945	02/02/2023	02/03/2023	3001514221	CTHSE GEN: CONTRACTUAL WITNESS FEE		01/27/2023	25.00		
			3001514221	CTHSE GEN: CONTRACTUAL WITNESS MILEAGE		01/01/0001	64.19	89.19	89.19
0117946	02/02/2023	02/03/2023	3001514221	CTHSE GEN: CONTRACTUAL WITNESS FEE		01/25/2023	25.00		
			3001514221	CTHSE GEN: CONTRACTUAL WITNESS MILEAGE		01/01/0001	42.93	67.93	67.93
0117947	02/02/2023	02/03/2023	3001514221	CTHSE GEN: CONTRACTUAL WITNESS FEE		01/25/2023	25.00		
			3001514221	CTHSE GEN: CONTRACTUAL WITNESS MILEAGE		01/01/0001	20.96	45.96	45.96
0117948	02/02/2023	02/03/2023	3001514221	CTHSE GEN: CONTRACTUAL WITNESS FEE		01/23/2023	25.00	25.00	25.00
					TOTAL FOR VENDOR NO. - 100		ALEXUS TAYLOR NICHOLE BAKER		253.08
184	FLORENCE RIFORD SENIOR CTR								
0117952	02/02/2023	02/03/2023	3145500246	COUNCIL ON AGING: CONTR UTILIT		01/25/2023	134.00		
			3145505202	TITLE III CI MEALSITE UTILITIE		01/25/2023	58.00		
			3145507202	USDA III C1 UTILITIES		01/25/2023	8.00		
			3145507202	USDA III C1 UTILITIES		01/01/0001	.00	200.00	200.00
					TOTAL FOR VENDOR NO. - 184		FLORENCE RIFORD SENIOR CTR		200.00
198	COLLINS AUTOMOTIVE LLC								
0117905	02/02/2023	02/03/2023	3001507213	SHERIFF: CONTRACTUAL VEHICLE M	77332	01/24/2023	1,102.88	1,102.88	1,102.88
					TOTAL FOR VENDOR NO. - 198		COLLINS AUTOMOTIVE LLC		1,102.88
203	DANNY SLUSSER AND TERRI RICKETTS								
0117936	02/02/2023	02/03/2023	3136500203	JUV COMM CORR: JISP CONTR/PROF	753	12/16/2022	135.00		
			3136500223	JUV COMM CORR: CMA CONTR/PROFE	753	12/16/2022	135.00		
			3136500223	JUV COMM CORR: CMA CONTR/PROFE	771	01/11/2023	139.50		
			3136500203	JUV COMM CORR: JISP CONTR/PROF	771	01/11/2023	139.50	549.00	549.00
					TOTAL FOR VENDOR NO. - 203		DANNY SLUSSER AND TERRI RICKETTS		549.00
276	WEX BANK								
0117925	02/02/2023	02/03/2023	3001514901	CTHSE GEN: FUEL REBATE CREDITE	86586656	01/23/2023	79.69-		
			3001514901	CTHSE GEN: FUEL REBATE CREDITE	86586656	01/23/2023	155.18-	234.87-	234.87-
0117926	02/02/2023	02/03/2023	3001514331	CTHSE GEN: FUEL EMS	EMS	01/23/2023	7,573.20	7,573.20	7,573.20
0117927	02/02/2023	02/03/2023	3001514335	CTHSE GEN: FUEL PLANNING & ZON	PLANNING	01/23/2023	55.71	55.71	55.71
0117928	02/02/2023	02/03/2023	3001511253	CO ATTY: INVESTIGATION EXPENSE	CO ATTY	01/23/2023	57.04	57.04	57.04
0117929	02/02/2023	02/03/2023	3001514332	CTHSE GEN: FUEL SHF		01/23/2023	5,227.69		
			3001514332	CTHSE GEN: FUEL SHF		01/23/2023	56.69	5,284.38	5,284.38

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0117930	02/02/2023	02/03/2023	3001514334	CTHSE GEN: FUEL APPR		01/23/2023	213.54	213.54	213.54
0117932	02/02/2023	02/03/2023	3108500304 3108500610	COUNTY HEALTH: COMMODITIES GAS COUNTY HEALTH: TEEN PREGNANCY		01/23/2023 01/23/2023	30.01 1.57	31.58	31.58
0117937	02/02/2023	02/03/2023	3136500231	JUV COMM CORR: JCAB TRAVEL & S		01/23/2023	31.25	31.25	31.25
0117957	02/02/2023	02/03/2023	3145500304	COUNCIL ON AGING: COMMOD GASOL		01/23/2023	3,197.19	3,197.19	3,197.19
0117960	02/02/2023	02/03/2023	3133500304	ROAD & BRIDGE: COMMODITIES FUE		01/23/2023	57.59	57.59	57.59
					TOTAL FOR VENDOR NO. - 276		WEX BANK		16,266.61
283	ROBERT BUSETTI								
0117904	02/02/2023	02/03/2023	3001507219	SHERIFF: CONTR PRISONER HEALTH	FEB 2023	01/01/0001	350.00	350.00	350.00
					TOTAL FOR VENDOR NO. - 283		ROBERT BUSETTI		350.00
345	OLIVER PACKING & EQUIPMENT CO								
0117956	02/02/2023	02/03/2023	3145500345 3145505301 3145507302 3145500345 3145506301 3145506321 3145507321	COUNCIL ON AGING: CONSUMABLE S TITLE III CI MEALSITE COMMODIT USDA C1 COMMODITIES 6% COUNCIL ON AGING: CONSUMABLE S TITLE III CII COMMODITIES TITLE III CII CONSUMABLES 20% USDA TITLE III CII COMMODITIES	174939 174939 174939 174939 174939 174939 174939	01/24/2023 01/24/2023 01/24/2023 01/24/2023 01/24/2023 01/24/2023 01/24/2023	118.22 51.17 7.06 331.42 75.33 50.22 45.20	678.62	678.62
					TOTAL FOR VENDOR NO. - 345		OLIVER PACKING & EQUIPMENT CO		678.62
483	MISSOURI MUNICIPAL LEAGUE								
0117921	02/02/2023	02/03/2023	3001509212	CO COUNSELOR: CONTRACTUAL MISC	3050	12/08/2022	90.00	90.00	90.00
					TOTAL FOR VENDOR NO. - 483		MISSOURI MUNICIPAL LEAGUE		90.00
523	KENNETH W SHOEMAKER								
0117914	02/02/2023	02/03/2023	3001507213	SHERIFF: CONTRACTUAL VEHICLE M	1695-12843730	01/23/2023	186.00	186.00	186.00
					TOTAL FOR VENDOR NO. - 523		KENNETH W SHOEMAKER		186.00
546	CURTIS, STALEY, AND ASSOCIATES								
0117907	02/02/2023	02/03/2023	3001507219	SHERIFF: CONTR PRISONER HEALTH	FEB 2023	01/01/0001	3,000.00	3,000.00	3,000.00
					TOTAL FOR VENDOR NO. - 546		CURTIS, STALEY, AND ASSOCIATES		3,000.00
550	JUDITH BECK								
0117902	02/02/2023	02/03/2023	3001507219	SHERIFF: CONTR PRISONER HEALTH	FEB 2023	02/01/2023	6,041.67	6,041.67	6,041.67
					TOTAL FOR VENDOR NO. - 550		JUDITH BECK		6,041.67
608	THE TRAVELERS INDEMNITY COMPANY								
0117924	02/02/2023	02/03/2023	3001514224	CTHSE GEN: CONTRACTUAL INSURAN	622503	01/31/2023	1,507.00	1,507.00	1,507.00
					TOTAL FOR VENDOR NO. - 608		THE TRAVELERS INDEMNITY COMPANY		1,507.00
643	VEOLIA ENVIRONMENTAL SERVICES								
0117940	02/02/2023	02/03/2023	3160500208	SOLID WASTE MGMT: HHW LABOR/DI	INV-178062	01/18/2023	906.08	906.08	906.08
					TOTAL FOR VENDOR NO. - 643		VEOLIA ENVIRONMENTAL SERVICES		906.08
646	GA PRECISION LLC								
0117912	02/02/2023	02/03/2023	3001507359	SHERIFF: COMM JAIL EXPENSE	2023-422	01/26/2023	1,149.84	1,149.84	1,149.84
					TOTAL FOR VENDOR NO. - 646		GA PRECISION LLC		1,149.84
662	LOWEMONT VETERINARY SERVICES								
0117943	02/02/2023	02/03/2023	31445002	PALS: CONTRACTUAL	3680	01/30/2023	85.00	85.00	85.00
					TOTAL FOR VENDOR NO. - 662		LOWEMONT VETERINARY SERVICES		85.00
745	LEAVENWORTH CO MUTUAL AID FIRE								

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0117922	02/02/2023	02/03/2023	3001505203	AMBULANCE: LICENSES,DUES,MEMBE		01/11/2023	420.00	420.00	420.00
							TOTAL FOR VENDOR NO. - 745	LEAVENWORTH CO MUTUAL AID FIRE	420.00
1220	CULLIGAN OF GREATER KANSAS CITY								
0117933	02/02/2023	02/03/2023	3126500225	KDOC AISP CONTR & OTHER SERVIC	INV288371	01/18/2023	42.00	42.00	42.00
0117935	02/02/2023	02/03/2023	3136500203	JUV COMM CORR: JISP CONTR/PROF	INV287042	01/18/2023	21.00		
			3136500223	JUV COMM CORR: CMA CONTR/PROFE	INV287042	01/18/2023	21.00	42.00	42.00
							TOTAL FOR VENDOR NO. - 1220	CULLIGAN OF GREATER KANSAS CITY	84.00
1392	SECRETARY OF STATE								
0117923	02/02/2023	02/03/2023	3001549240	ELECTION: PREV MAINT	7 STATIONS	02/01/2023	17,900.00	17,900.00	17,900.00
							TOTAL FOR VENDOR NO. - 1392	SECRETARY OF STATE	17,900.00
1629	KANSAS UNIVERSITY PHYSICIANS INC								
0117931	02/02/2023	02/03/2023	3108500280	COUNTY HEALTH: CONTRACTUAL CON	CI-1006908	01/31/2023	1,800.00		
			3108500280	COUNTY HEALTH: CONTRACTUAL CON	CI-1006908	01/31/2023	1,800.00	3,600.00	3,600.00
							TOTAL FOR VENDOR NO. - 1629	KANSAS UNIVERSITY PHYSICIANS INC	3,600.00
2007	WIRENUTS								
0117958	02/02/2023	02/03/2023	3145500306	COUNCIL ON AGING: VEHICLE & TR	21459	01/19/2023	3,425.94	3,425.94	3,425.94
							TOTAL FOR VENDOR NO. - 2007	WIRENUTS	3,425.94
2059	MIDWEST OFFICE TECHNOLOGY INC								
0117917	02/02/2023	02/03/2023	3001521300	ELC2:INFRASTRUCTURE (2ND HEALT	INST346224	01/19/2023	29.33	29.33	29.33
0117918	02/02/2023	02/03/2023	3001511303	CO ATTY: COMMODITIES PRINTING	INST347377	01/24/2023	84.72	84.72	84.72
0117919	02/02/2023	02/03/2023	3001519204	DIST CT: CONTRACTUAL REPAIR &	INST347351	01/24/2023	131.99	131.99	131.99
0117920	02/02/2023	02/03/2023	3001519204	DIST CT: CONTRACTUAL REPAIR &	INST348036	01/27/2023	23.68	23.68	23.68
							TOTAL FOR VENDOR NO. - 2059	MIDWEST OFFICE TECHNOLOGY INC	269.72
2489	HONORABLE ROBERT BEDNAR								
0117903	02/02/2023	02/03/2023	3001519252	DIST CT: CONTRACTUAL (DOMESTIC	FEB 2023	01/01/0001	3,000.00	3,000.00	3,000.00
							TOTAL FOR VENDOR NO. - 2489	HONORABLE ROBERT BEDNAR	3,000.00
2621	TERRY BOOKER								
0117951	02/02/2023	02/03/2023	3145500256	COUNCIL ON AGING: CONTR MEALS	1590 MEALS	01/20/2023	10,335.00		
			3145500256	COUNCIL ON AGING: CONTR MEALS	2007 MEALS	01/27/2023	13,045.50		
			3145500256	COUNCIL ON AGING: CONTR MEALS	807 MEALS	01/31/2023	5,245.50	28,626.00	28,626.00
							TOTAL FOR VENDOR NO. - 2621	TERRY BOOKER	28,626.00
3998	DREXEL TECHNOLOGIES INC								
0117908	02/02/2023	02/03/2023	3001533209	CUSHING: MISC MAINT CONTRACTUA	INV97781	01/27/2023	40.25	40.25	40.25
							TOTAL FOR VENDOR NO. - 3998	DREXEL TECHNOLOGIES INC	40.25
4755	LEAVENWORTH PAPER AND OFFICE SUPPLY								
0117954	02/02/2023	02/03/2023	3145500345	COUNCIL ON AGING: CONSUMABLE S	15055	12/29/2022	30.97		
			3145505301	TITLE III CI MEALSITE COMMODIT	15055	12/29/2022	13.40		
			3145507302	USDA C1 COMMODITIES 6%	15055	12/29/2022	1.85		
			3145500345	COUNCIL ON AGING: CONSUMABLE S	15055	12/29/2022	86.81		
			3145506301	TITLE III CII COMMODITIES	15055	12/29/2022	19.73		
			3145506321	TITLE III CII CONSUMABLES 20%	15055	12/29/2022	13.15		
			3145507321	USDA TITLE III CII COMMODITIES	15055	12/29/2022	11.84		
			3145500345	COUNCIL ON AGING: CONSUMABLE S	15184	01/06/2023	167.21		
			3145505301	TITLE III CI MEALSITE COMMODIT	15184	01/06/2023	72.38		
			3145507302	USDA C1 COMMODITIES 6%	15184	01/06/2023	9.98		
			3145500345	COUNCIL ON AGING: CONSUMABLE S	15184	01/06/2023	468.78		
			3145506301	TITLE III CII COMMODITIES	15184	01/06/2023	106.54		
			3145506321	TITLE III CII CONSUMABLES 20%	15184	01/06/2023	71.03		
			3145507321	USDA TITLE III CII COMMODITIES	15184	01/06/2023	63.93		

3145500345	COUNCIL ON AGING: CONSUMABLE S	15319	01/12/2023	21.70		
3145505301	TITLE III CI MEALSITE COMMODIT	15319	01/12/2023	9.39		
3145507302	USDA C1 COMMODITIES 6%	15319	01/12/2023	1.30		
3145500345	COUNCIL ON AGING: CONSUMABLE S	15319	01/12/2023	60.82		
3145506321	TITLE III CII CONSUMABLES 20%	15319	01/12/2023	13.83		
3145506321	TITLE III CII CONSUMABLES 20%	15319	01/12/2023	9.22		
3145507321	USDA TITLE III CII COMMODITIES	15319	01/12/2023	8.29	1,262.15	1,262.15

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0117955	02/02/2023	02/03/2023	3145500301	COUNCIL ON AGING: COMMOD OFFIC	15579	01/27/2023	104.52	104.52	104.52
					TOTAL FOR VENDOR NO. - 4755		LEAVENWORTH PAPER AND OFFICE SUPPLY		1,366.67
5447	CITY WIDE MAINTENANCE								
0117906	02/02/2023	02/03/2023	3001532296	JUST CENT: JANITORIAL	32001034243	02/01/2023	5,860.00	5,860.00	5,860.00
					TOTAL FOR VENDOR NO. - 5447		CITY WIDE MAINTENANCE		5,860.00
5824	FORENSIC MEDICAL HOLDINGS OF KANSAS,LLC								
0117911	02/02/2023	02/03/2023	3001511213	CO ATTY: CONTRAC WITNESS FEE	21465	01/01/2023	500.00	500.00	500.00
					TOTAL FOR VENDOR NO. - 5824		FORENSIC MEDICAL HOLDINGS OF KANSAS,LLC		500.00
6909	UNIVERSITY OF KANSAS								
0117915	02/02/2023	02/03/2023	3001507202	SHERIFF: CONTRACTUAL EDUCATION	349582D2	01/30/2023	135.00	135.00	135.00
					TOTAL FOR VENDOR NO. - 6909		UNIVERSITY OF KANSAS		135.00
6917	RURAL WATER DIST #1								
0117938	02/02/2023	02/03/2023	3160500210	SOLID WASTE MGMT: TELEPHONE/UT	1279	01/25/2023	23.22	23.22	23.22
					TOTAL FOR VENDOR NO. - 6917		RURAL WATER DIST #1		23.22
7098	QUILL CORP								
0117949	02/02/2023	02/03/2023	3123500301	JUV CRIME PREV: COMMODITIES	30062481	01/10/2023	24.49	24.49	
			3126500321	KDOC AISP SUPPLIES & COMMODITI	30062481	01/10/2023	113.63	113.63	
			3136500238	JUV COMM CORR: JCAB SUPPLIES/C	30062481	01/10/2023	100.02	100.02	
			3138500301	JUV INTAKE & ASSESSMENT: SUPPL	30062481	01/10/2023	24.49	24.49	
			3126500321	KDOC AISP SUPPLIES & COMMODITI	30041422	01/10/2023	14.98	14.98	
			3136500238	JUV COMM CORR: JCAB SUPPLIES/C	30041422	01/10/2023	7.49		
			3136500321	JUV COMM CORR: CMA SUPPLIES	30064185	01/10/2023	21.99	29.48	
			3126500321	KDOC AISP SUPPLIES & COMMODITI	30278989	01/19/2023	34.99	34.99	
			3136500301	JUV COMM CORR: JISP SUPPLIES	30278989	01/19/2023	34.99	34.99	377.07
					TOTAL FOR VENDOR NO. - 7098		QUILL CORP		377.07
7223	MID-AMERICA CARDIOLOGY ASSOCIATES, INC								
0117916	02/02/2023	02/03/2023	3001507219	SHERIFF: CONTR PRISONER HEALTH	P1162248150	10/28/2022	10.41		
			3001507219	SHERIFF: CONTR PRISONER HEALTH	P1162370960	11/06/2022	20.82	31.23	31.23
					TOTAL FOR VENDOR NO. - 7223		MID-AMERICA CARDIOLOGY ASSOCIATES, INC		31.23
7258	L & R REFRIGERATION SERVICE CO								
0117939	02/02/2023	02/03/2023	3160500208	SOLID WASTE MGMT: HHW LABOR/DI	19393	01/03/2023	525.00	525.00	525.00
					TOTAL FOR VENDOR NO. - 7258		L & R REFRIGERATION SERVICE CO		525.00
8020	APCO INTERNATIONAL								
0117941	02/02/2023	02/03/2023	3174500202	911: TRAINING	940021	01/24/2023	419.00		
			3174500202	911: TRAINING	940021	01/24/2023	419.00	838.00	838.00
					TOTAL FOR VENDOR NO. - 8020		APCO INTERNATIONAL		838.00
9403	ICMA MEMBERSHIP RENEWALS								
0117913	02/02/2023	02/03/2023	3001509212	CO COUNSELOR: CONTRACTUAL MISC	436467	01/30/2023	225.00	225.00	225.00
					TOTAL FOR VENDOR NO. - 9403		ICMA MEMBERSHIP RENEWALS		225.00
9635	DASH MEDICAL GLOVES								
0117934	02/02/2023	02/03/2023	31275003	ADULT NG COMMODITIES	INV1279976	01/20/2023	83.80	83.80	83.80
					TOTAL FOR VENDOR NO. - 9635		DASH MEDICAL GLOVES		83.80
20588	ADVANTAGE PRINTING								

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0117950	02/02/2023	02/03/2023	3145500303	COUNCIL ON AGING: COMMOD PRINT	3021	01/20/2023	192.00	192.00	192.00
					TOTAL FOR VENDOR NO. - 20588		ADVANTAGE PRINTING		192.00
22369	BAMFORD FIRE SPRINKLER								
0117901	02/02/2023	02/03/2023	3001533209	CUSHING: MISC MAINT CONTRACTUA	17492	01/26/2023	3,942.98	3,942.98	3,942.98
					TOTAL FOR VENDOR NO. - 22369		BAMFORD FIRE SPRINKLER		3,942.98
GRAND TOTAL -									\$471,737.78

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NET TOTAL BY FUND -

001	GENERAL	\$102,134.54
108	COUNTY HEALTH	\$4,019.49
123	JUVENILE CRIME PREVENTION	\$74.66
126	COMM CORR ADULT	\$628.72
127	COMM CORR ADULT NON GRANT	\$83.80
133	ROAD & BRIDGE	\$692.02
136	COMM CORR JUVENILE	\$1,054.30
138	JUV INTAKE & ASSESSMENT	\$82.16
144	PALS (PETS AND LOVING SENIORS	\$85.00
145	COUNCIL ON AGING	\$38,248.37
146	COUNTY TREASURER SPECIAL	\$874.89
160	SOLID WASTE MANAGEMENT	\$1,554.03
171	S TAX CAP RD PROJ: BONDS	\$27,264.05
172	AMERICAN RECOVERY PLAN	\$292,774.53
174	911	\$1,722.59
195	JUVENILE DETENTION	\$444.63
		<hr/>
	TOTAL ALL FUNDS	\$471,737.78

Consent Agenda 2/8/2023
 Checks dated 1/28-2/3

Leavenworth County Request for Approval

Date: February 2, 2023

To: BOCC
Mark Loughry

From: Jamie Miller

Department Head Approval: Jamie Miller

Additional Reviews as needed:

Budget Review Administrator Review Financial Review

Action Requested: Authorize the Health Department to purchase replacement conference room furniture and Equipment for the Health Department not to exceed \$33,000

Recommendation: Approval

Analysis: Through the ELC grant to local health departments, the replacement of conference room furniture and projector is an authorized expenditure. The current furniture was obtained from K-state extension when they moved out in 2010. This furniture was already used but we were able to make it work over the last decade. The furniture is deteriorating quickly especially after its usage during the pandemic. This conference room was utilized as the incident command post for the county and saw an extensive amount of usage. This will allow for all equipment in the conference room to be replaced and updated without having to utilize local funding.

Financial:

The Health Department was provided funding through an ELC Health Department Infrastructure Grant. This funding was to improve infrastructures at local health departments. A total of \$60,000 was programed in the grant for the replacement of the furniture and projector. No matching funding is required for this expenditure. Quotes were obtained from multiple vendors. The total for the requested replacement came in at \$32,452.20. The approval amount requested for \$33,000 is in case any shipping quotes change before the approval to purchase is made. Below is the furniture and equipment that is being replaced or purchased.

Description	Color	QTY	Bid company	cost	total	Bid company	cost	total	Bid company	cost	total
Ventilated Seating Manager's Chair with Flip	black	30	Natl business furniture	249	7170	Leavenworth Paper	225	6750	iteminfo.com	313	9390
Linear Vertical Mesh Drafting Stool With Flip	black	10	Natl business furniture	371	3710	Leavenworth Paper	260	2600	iteminfo.com	391	3910
Urban Conference Table - 96"W x 48"D	concrete	1	Natl business furniture	1969	1969	Leavenworth Paper	2370	2370	iteminfo.com	2027	2027
Podium Desk - 60"W	Gray	1	Natl business furniture	1819	1819	Leavenworth Paper	1460	1460	school outfitt	1500.99	1500.99
set of 7 Adjustable Height Training Tables	Graphite	3	Natl business furniture	3699	11097	digitalbuyer.com	396.68	8330.28	school outfitt	468.99	9848.79
Room Divider 360° Folding Portable Partition 25' x 7'6"	Charcoal	1	versare	2651	2651	Leavenworth 24'6"x7'4"	2860	2860	screen flex	2323.89	2326.89
Room Divider Corner Lock		2	versare	32	32						
Room Divider Straight Lock		6	versare	96	96						
Panasonic PT-VMZ71BU7 - LCD projector - LAN	black	2	insight	3529.97	7059.94	CDW	3785	7570	Amazon	3869	7738
LG - 86" Class UQ75 Series LED 4K UHD Smart webOS TV		1	walmart	1596.99	1597	Nebraska Furniture Ma	996.99	996.99	Best Buy	999.99	999.99
USX MOUNT Full Motion TV Wall Mount Bracket	black	1	amazon	105.99	105.99	mountup	109.99	109.99	Hawkins	148.98	148.98
				Total	32,452.20						

Budgetary Impact:

- Not Applicable
- Budget item with available funds
- Non-Budgeted Item with available funds through Grant Funding
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Leavenworth County Request for Board Action

Date: February 8, 2023
To: Board of County Commissioners
From: Connie Harmon, Director

Additional Reviews as needed:

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

Action Requested:

Authorize the BOCC Chairman to sign the Affiliation Agreement/Memorandum of Understanding with The University of Saint Mary as presented.

Recommendation: Approval

Background: Attached is an affiliation agreement between The University of Saint Mary's Occupational Therapy program and the Leavenworth County Council on Aging. This agreement would allow Occupational Therapy students to complete necessary fieldwork at the Council on Aging, one day per week for the spring semester. The COA and the University frequently collaborate on activities such as health fairs, falls prevention activities and this presents an additional opportunity for collaboration in a learning environment.

The agreement has been reviewed by Sr. County Counsel and the provided clarifications satisfied all questions regarding the responsibilities of the Council on Aging.

Alternatives: Table, Deny, 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:

N/A

Additional Attachments: Affiliation Agreement/Memorandum of Understanding



DOCTOR OF OCCUPATIONAL THERAPY PROGRAM
AFFILIATION AGREEMENT/MEMORANDUM OF UNDERSTANDING

This agreement entered into this day, *(date)* _____, by and between The University of Saint Mary in Leavenworth, Kansas, hereinafter referred to as the "University," and _____ *(name of clinical site)*, hereinafter referred to as the "Facility," will be effective as of *(date)* _____. The purpose of the agreement shall be to establish an affiliation between the University and the Facility to provide quality fieldwork education and/or capstone experience, hereinafter referred to as "experience", for students of the Doctor of Occupational Therapy program, hereinafter referred to as OTD students. This agreement will be automatically renewed annually unless either party to this agreement shall notify the other in writing of its intention not to renew this agreement and said notices shall be given no less than ninety days prior to the expiration of the term hereof or of any renewed term thereof. The term "both parties" refers to and involves a mutual accord between the University and the Facility. Both parties understand and agree hereto that either may revise or modify this agreement by written amendments upon mutual agreement by both parties. This agreement shall be interpreted in accordance with and pursuant to State law. State or Federal Law will supersede the terms of this agreement.

The Facility and the University hereby mutually agree to the following:

1. The determination of the number of OTD students, their schedules, and the availability of the Facility shall be mutually agreed upon by both parties.
2. The University and the Facility agree that it shall be the OTD student's responsibility to provide transportation to and from the Facility for the duration of the experience.
3. Both parties agree that the experiences for the OTD student shall complement the service and educational activities of the Facility; however, it is understood that they shall not be used in lieu of professional or staff personnel. The OTD student shall be under the supervision of their fieldwork educator(s)/capstone mentor(s) in accordance with guidelines established by the American Occupational Therapy Association and the Accreditation Council for Occupational Therapy Education.
4. The University reserves the privilege of conducting a site visitation to the Facility before, during and/or after the experience. The Academic Fieldwork Coordinator/Doctoral Capstone Coordinator at the University will conduct periodic visitations to the Facility to monitor the performance of the OTD student and identify and/or become involved in problem solving strategies should that be a need.
5. The OTD student must demonstrate high standards of performance and professionalism adhering to the American Occupational Therapy Association Code of Conduct at all times and must remain in compliance with all policies and procedures of the Facility to which they are assigned. The University or Facility may petition for withdrawal or dismissal of any student who is performing at a substandard level in accordance with the standards of the specific site and, who has in any way or form, violated the Code of Conduct.
6. The University and the Facility will make no distinction in the process of assigning the OTD student on the basis of race, religion, creed, color, sex, age, handicap, lifestyle, or national origin.

The University shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973.

7. Employees of the University shall not be eligible for Worker's Compensation or Unemployment coverage under the Facility's insurance; conversely, employees of the Facility shall not be eligible for Worker's Compensation or Unemployment coverage under the University's insurance.
8. The University shall indemnify and hold harmless the Facility from any and all claims of loss, damage of property, injury or death of persons involved including costs, expenses and reasonable attorney's fees arising from negligent or wrongful acts or omissions of the University as they pertain to services rendered under this agreement. Conversely, the Facility shall indemnify and hold harmless the University from any and all claims of loss, damage of property, injury, or death of persons involved including costs, expenses and reasonable attorney's fees arising from negligent or wrongful acts or omissions of the Facility as they pertain to services rendered under this agreement.
9. The University agrees to abide by and respect the policies and procedures which have been established by the Facility. Conversely, the Facility agrees to abide by and respect the policies and procedures which have been established by the University.

Responsibilities of the Facility:

1. The Facility Fieldwork Coordinator shall designate the Fieldwork Educator(s) for the OTD student completing their experience and agrees to uphold educational standards requiring that appointed Fieldwork Educator(s) must have at least one full year of experience as an occupational therapist and be licensed by the State(s) they provide services. The Facility agrees to notify the University of any changes in the Fieldwork Educator(s) assignments and to involve the Academic Fieldwork Coordinator in this process in order to assure continuity in the curriculum and instruction. The Fieldwork Educator(s) will be the immediate supervisor of each OTD student.
2. The Facility shall designate the Capstone Mentor(s) for the OTD student completing their capstone experience. The Facility agrees to notify the University of any changes in the Capstone Mentor(s) assignments to the Doctoral Capstone Coordinator in this process in order to assure continuity in the curriculum and instruction. The Capstone Mentor(s) will be the immediate supervisor of the OTD student.
3. The Facility agrees to submit to the University an evaluation of the OTD student's performance and progress throughout the experience at midterm and upon conclusion of the experience. The Facility agrees to utilize the University designated evaluation tool for mid-term and final assessment.
4. The Facility agrees to adhere to the OTD student's role and refrain from utilizing them as an employee of the Facility in any way or form.
5. The Facility agrees to provide learning experiences for the OTD student that will enhance the overall caliber of the experience, and to provide additional instruction in equipment or areas that are considered specialties.
6. The Facility agrees to require the OTD student to attend staff meetings and scheduled clinics at the Facility as approved and delegated by the student's Fieldwork Educator(s)/Capstone Mentor(s).
7. For experiences that require traveling and that are located outside the regional and local boundaries, the Facility agrees to offer suggestions to the OTD student in the process of searching for and obtaining room and board if possible. The OTD student must abide by the regulations established by the Facility regarding the place of room and board if provided by the Facility.

8. The Facility agrees to provide emergency medical treatment to the OTD student should the need arise or in the event of an injury sustained during the experience. Any medical examination or treatment provided for this purpose at the Facility shall be at the expense of the OTD student.
9. The Facility agrees to comply with all requirements and amendments imposed by the Department of Health and Human Services and the Department of Education affirming that no person shall, on the basis of sex, age, ethnic group or race, be excluded from participation in, or denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. The Facility will comply with Title VII of the Civil Right Act of 1991, the American with Disabilities Act, and with the Age Discrimination in Employment Act.
10. The Facility hereby warrants that it is in compliance with all standards, laws and regulations governing the practice of occupational therapy.
11. The Facility agrees to provide the University with the necessary documents that will formally confirm affiliation between the two parties, including but not limited to: Facility contact information; signed Affiliation Agreement; Facility personnel information; specifics on patient care and setting, and other Facility information such as brochures, website, specialty program handouts, etc.

Responsibilities of the University:

1. The University shall assign to the Facility only OTD students who have fulfilled all academic requirements.
2. The University shall notify the Facility and provide the necessary information concerning the OTD students(s) requiring accommodation(s).
3. The University designates and recognizes the Academic Fieldwork Coordinator as the administrator of the fieldwork experiences and the Doctoral Capstone Coordinator as the administrator of the capstone experiences of the Doctor of Occupational Therapy program. The Academic Fieldwork Coordinator/Doctoral Capstone Coordinator, in consultation with the Director of the Doctor of Occupational Therapy program, and other members of the program, are responsible for the design and implementation of all phases of the experience(s) and components of the curriculum including intrinsic and extrinsic operational issues.
4. The University and the Doctor of Occupational Therapy program shall provide orientation to the OTD students on all aspects of the experience(s).
5. The Academic Fieldwork Coordinator/Doctoral Capstone Coordinator will orient the OTD students of their responsibilities in the process of assignment and completion of the experience. This includes, but may not be limited to: 1) medical examinations and tests, 2) completion and submission of various forms, 3) cardiopulmonary resuscitation certificate, 4) immunization/vaccination records, 5) proof of health insurance, 6) evaluation of site and experience, 7) evaluation of fieldwork coordinator and fieldwork educator(s)/capstone mentors(s).
6. The University and the Doctor of Occupational Therapy program shall make available to the OTD students all informational materials concerning the sites affiliated with the University.
7. The OTD students will be interviewed by the Academic Fieldwork Coordinator/Doctoral Capstone Coordinator of the Doctor of Occupational Therapy program at which time recommendations will be made on potential assignments. Each student will have the opportunity to submit requests, however, the final decision and ultimate assignment is the sole discretion of the OTD program.

8. The University shall have the responsibility of providing a comprehensive cognitive, psychomotor, and affective preparation of the OTD students following the program's curricular model and the specific prerequisites for each experience.
9. The University shall have the responsibility of providing to the Facility all the necessary documents and materials (assignment letter, evaluation forms, records, proof of professional liability insurance, program accreditation information, handbook, etc.) The University shall maintain utmost confidentiality while at the same time fulfilling furnishing the Facility with the assigned OTD student's information.
10. The University agrees to appoint the site Fieldwork Coordinator, Fieldwork Educator(s) and Capstone Mentor(s), as clinical faculty. The clinical faculty shall be invited to participate in clinical education activities where continuing education hours may be awarded with participation in events as approved by the Academic Fieldwork Coordinator and the Director of the Doctor of Occupational Therapy program.
11. The University will endorse the standards of occupational therapy education, fieldwork education, and capstone experiences, highlighted in the accreditation criteria by the Accreditation Council for Occupational Therapy Education (ACOTE).
12. The University shall have, for all periods of time pertinent to this Agreement, in effect for itself, and for the OTD students, supervisors and all other employees, agents and representatives of University involved with the clinical observation and experience program at the Facility comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence or claim and \$3,000,000 aggregate and shall not cancel the policies or change insurance limits without giving the Facility at least thirty (30) days written advance notice. The University shall advise the Facility in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy.

IN WITNESS WHEREOF the parties hereto have caused this contractual agreement to be executed by their officers on the date hereinabove mentioned.

By: _____ Date: _____
Name: Nancy Bramlett, MBA, CA
Title: Vice President for Finance and Administrative Services
University of Saint Mary

By: _____ Date: _____
Facility Authorized Representative

Name: _____

Title: _____

Leavenworth County Request for Board Action

Date: 01/20/2023

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve and sign the Annual Noxious Weed Eradication Progress Report 2023 for submittal to the Kansas Department of Agriculture.

Recommendation: Approval

Analysis:

Leavenworth County is required to submit an annual progress report to the Kansas Department of Agriculture, providing the following information:

- i. Department Personnel
- ii. Financial Summary
- iii. Herbicide Disbursement Summary
- iv. Enforcement Summary
- v. Itemized Weed Treatment Summary

Alternatives: Deny, Table

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:

Annual Noxious Weed Eradication Progress Report 2022

2023 Management Plan

For Leavenworth County

Alan Phillips

, County Weed Director

Specify the goals and priorities of the program for the coming year.

The Leavenworth County Noxious Weed Department 2023 management goals and priorities are to continue educating property owners on noxious weeds along with the control methods to be used on the noxious weed species. Also controlling county right-of-way easements, and state right-of-ways of noxious weeds.

Specify the goals and priorities of the program for the next five years.

Continue educating property owners on noxious weeds along with control methods to be used on the noxious weed species. improving application methods on the use of chemicals, and keeping the general public informed of any changes within the noxious weed laws of the state.

Describe the areas which noxious weed species are known to occur within the county and specific locations of new infestations and areas particularly susceptible to new infestations.

Field bindweed	High Prairie, Kickapoo and Tonganoxie Twp. susceptible areas Stranger, Reno Twp.
Musk thistle	You can find throughout the county.
Sericea lespedeza	Reno, Sherman, Tonganoxie and Alexander Twp. areas susceptible Fairmount and Easton Twp.
Johnsongrass	an, Tonganoxie and Alexander Twp. areas susceptible Fairmount and Easton Twp.
Bur ragweed	None currently areas susceptible Kickapoo Twp.
Canada thistle	None to my knowledge
Hoary cress	None to my knowledge
Leafy spurge	None to my knowledge
Quackgrass	None to my knowledge
Kudzu	Kickapoo, and Sherman Twp. areas susceptible Alexander Twp.
Russian knapweed	None to my knowledge

List any non-noxious invasive weed species you plan to control and the types of integrated weed control methods you plan on using on them.

The Bull Thistle we continue to control by the use of chemical and mowing.

Wild Teasle is another invasive weed species we try to control by chemical or mowing but unfortunately will lose this battle due to the fact it is mostly along state right-of-ways in large areas and rapidly spreading throughout the county.

List your planned integrated weed management goals and procedures, including but not limited to biological control agent selection and distribution, pesticide selection and application and cultural and mechanical controls.

Biological Controls

None at this time

Chemical Controls

The use of approved chemicals on noxious weeds is going to be Leavenworth County's first choice of weed management

Cultural Controls

none planned at this time

Mechanical Controls

Mowing county right-of ways to control noxious weeds is another method we use

Estimate the projected personnel, operations, and equipment costs of the proposed program.

Personnel costs	\$ 256,998.00
-----------------	---------------

Operations costs	\$ 301,800.00
------------------	---------------

Equipment costs	\$ 75,000.00
-----------------	--------------

List the methods you plan to use to encourage compliance and the enforcement actions you will take if necessary.

A general notice to control noxious weeds will be published in the local news paper twice a year also posted on the counties noxious weed website.

Property owners in violation of the Noxious Weed Law are contacted individually by the Noxious Weed Supervisor either in person, by phone or mail about noxious weed infestation. Only when a property owner is uncooperative in the control of a noxious weed, enforcement of state noxious weed statues will be implemented.

- (a) A legal description of the noxious weed infested land
- (b) The name of the owner and operator of supervising agent of the noxious weed infested land, as shown by records of the county clerk.
- (c) The approximate acreage of each noxious weed in the infestation of infestations involved.
- (d) A copy of the Kansas Official Methods and Regulations applicable for controlling each named noxious weed.
- (e) A specified time, within which noxious weed control methods are required to be completed.
- (f) The noxious weed supervisor will follow up with a physical inspection of the property.

List your plans for working with state and/or federal agencies to control the noxious weeds on state and/or federal lands.

Kansas Department of Transportation, Railroads, Cities, and Institutions

(a) Enforcement procedures are unnecessary with Kansas Department of Transportation due to contract with Leavenworth County.

(b) Cities and Institutions will cooperate with problem areas by contacting persons responsible for maintaining property.

Describe your education and outreach plans for the coming year. Include training and professional development for yourself and your staff. (Attend District meetings? Annual Conference? Recertification?)

Training new employees on Noxious Weeds and achieving their commercial pesticide applicator certification (9A).

Attending Basic Noxious Weed Short Course in Manhattan, Kansas

Attend monthly district directors meetings

Attend County Weed Directors Association of Kansas Annual Conference for 9A re certification

Attend Summer Conference's for 9A re certification

Attend chemical companies seminars

Currently 2 employees have category's 5,6, and 9A certifications.

List the facilities and equipment available for use in managing the noxious weeds in your county, including a list of the equipment available for rent to the public and the rent you charge.

Leavenworth County Noxious Weed Dept. has an office and chemical warehouse located at 23674 187 th street Leavenworth, Kansas 66048. Which offers state approved chemicals for noxious weeds for sale to Leavenworth County property owners 5 days a week at 25% off of cost.

Leavenworth County Noxious Weed Department Equipment consist of:

2-2016 Chevrolet 3500 flatbed with 400 gallon truck mounted sprayers with GPS tracking

2- back sprayers.

3- roadside mowers, 2- Boom mowers for brush and noxious weeds and skid loader mower

1-2021 F250

We offer 6-150 gallon rental sprayers @ \$ 35.00 a day

Noxious Weed Department Employees

Name	Title	Years of service in the Nx Wd Dept.	# Jobs within the county
Alan Phillips	Supervisor	8.5 years	1
Kyle Hardisty	Lead Operator	4 years	1
Jeremy Wagner/Anthont Rozine	Operators	1 year/8 Months	1
Daniel Times/Logan Buffo	Operators	6 months	1

I certify that this is the official 2023 Management Plan of Leavenworth County

_____, County Weed Director _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT 2023; as required by KSA 2-1316.

County: **Leavenworth**

Noxious Weed Supervisor's Name: **Alan Phillips**

Instructions: Complete and sign form. Submit a copy to Kansas Department of Agriculture by **March 15, 2023**.

NOXIOUS WEED DEPARTMENT PERSONNEL

Name	Job Title	% Time Spent on Noxious Weeds
Alan Phillips	Noxious weed Supervisor	80%
Kyle Hardisty	Lead Operator	60%
Jeremy Wagner & Anthony Rozine	Operators	10%
Daniel Times & Logan Buffo	Operators	10%

Monthly salary of the Noxious Weed Director beginning January 1, 2023

\$ 5916.00

FINANCIAL SUMMARY

BUDGET

Budget for 2022	526,412.00
Mil levy for 2022	0
2022 General Fund - Mill Equivalent (How many mills would your general fund budget be equal to?)5615
County valuation for 2022	937507149.00

EXPENDITURES

Personnel services	211,745.00
Contractual services	37167.00
Commodities	
Chemical purchases	200,000.00 *
*Other commodities	42,500
Total Commodities	242,500.00
Capital outlay	35,000
TOTAL EXPENDITURES	526412.00

REVENUE

Budgeted carryover (2021 to 2022)	0
County appropriation (Tax funds & others)	0
Current reimbursements	
Chemical	155961.58 *
Equipment & Labor	2598.25 *
Other	420.56
Total reimbursements	0
Old accounts collected	0
TOTAL REVENUE	158980.39

Carryover to next year's budget (2022 to 2023) 0

CAPITAL OUTLAY FUND

Beginning Balance 0

Receipts 0

Expenditures Identify Purchases:

Ending Balance 0

TOTAL ESTIMATED ACREAGE OF NOXIOUS WEEDS *

	Private Lands	County Lands	Township Lands	State Lands	Federal Lands	City Gov. Lands	Total
Category A							
Leafy Spurge							
Hoary Cress							
Pignut							
Quackgrass							
Kudzu							
Russian knapweed							
Subtotal							
Category B							
Canada Thistle							
Subtotal							
Category C							
Field Bindweed	34.9						34.9
Musk Thistle	52.4						52.4
Sericea Lespedeza	30.2					11.6	41.8
Johnsongrass	225.3					7.0	232.30
Bur Ragweed	0						
Subtotal							
TOTAL							361.40

COUNTY OPTION WEEDS

List the county-option noxious weeds declared in your county (if any):

Bull Thistle _____

Multiflora Rose _____

Annual Noxious Weed Eradication Progress Report Treatment Summary

County: Leavenworth County

Year: 2022

Acres Treated *							
Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	10						
Johnsongrass	5134			40			
Musk Thistle	15522	264		60			
Sericea Lespedeza	16552	512					
Totals	37218.0	776.0		100.0			

Acres Treated with Approved Non-Chemical Methods							
Noxious Weed	Biological			Mechanical			Total
None	None			None			
Totals							

HERBICIDE DISBURSEMENT SUMMARY *

Chemical	Purchase Price	Cost Share Price	Formulation (wet or dry)	Total Disbursed in gal., #, oz., etc.
2,4-D Lo Vol.	29.50	22.12	Liquid	403.5 gal.
2,4-D Amine	16.97	12.72	Liquid	2490 gal.
Aminopyralid	0	0	Liquid	0
Dicamba	0	0	N/A	N/A
Glyphosate (roundup)	45.48	34.10	Liquid	1495 gal.
Imazapic (Plateau)	104.32	78.20	Liquid	12.0 gal.
Imazapyr	0	0	N/A	N/A
Metsulfuron Methyl (escort xp)	2.20	1.65	Dry	72.00 OZ.
Picloram (Tordon 22k)	44.07	33	Liquid	290.0 gal.
Quinclorac	0	0	N/A	N/a
Triclopyr (Remedy)	53.92	40.40	Liquid	362.0 gal.
Terravue	80.80	60.59	dry	78.80 lbs.
Triclopy+Fluroxpyr (PastureGard HI)	102.89	77	Liquid	597.0 gal.

ENFORCEMENT SUMMARY

Warning Notices		Enforcement Comments:
Legal Notices	5	
Court Cases		
Diversion Agreements		
Accounts to Tax Roll		
Meetings Sponsored		
Demonstration Plots		
Weed Free Forage Inspection		
Publish General Notice	2	

SIGNATURES

We certify this is a correct copy of the Leavenworth County Noxious Weed Program for 2022.

We certify that _____ is employed as _____ County Noxious Weed Director for 2023.

Chairman, Board of County Commissioners

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

Alan Phillips

Noxious Weed Director

1/20/2023

Date:

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT – Treatment Summary for One Weed

County: Leavenworth

Year: 2022

Weed Treated: SEE CHART 2

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Enforcement													
Warning Notices													
Legal Notices													
Court Cases													
Diversion Agreements													
Acreage Treated by Land Category													
Private Lands													
Wheat													
Corn													
Soybeans													
Grain Sorghum													
CRP													
Range/Pasture													
Other Crops													
Fallow													
Non-Agricultural													
County Lands													
Township Lands													
State Lands													
Federal Lands													
City Gov. Lands													
Total Acreage Treated													

Treatments with Approved Non-Chemical Methods													
Biological													
Mechanical													

Chart #2

Annual Noxious Weed Eradication Progress Report

Leavenworth County Noxious Weed Dept

2022 ★

Field Bindweed

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Private Pasture					10.7								10.7
Total Acreage					10.7								10.7

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
24D Amine					0.0								0.0
TORDON					10.7								10.7
Total Acreage					10.7								10.7

Johnsongrass

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County			60.0		10.0	24.0	46.0						140.0
Private						5.3	26.6						31.9
Private Other							5.3						5.3
Private Pasture	60.0	30.0	238.4	719.4	1693.8	722.4	727.9	655.7	250.1				5097.7
State				40.0									40.0
Total Acreage	60.0	30.0	298.4	759.4	1703.8	751.7	805.8	655.7	250.1				5314.9

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Fusion					10.0	20.0	20.0						50.0
Glyphosate	60.0	30.0	298.4	755.4	1685.8	731.7	759.7	649.4	245.8				5216.2
PLATEAU				4.0	8.0		26.1	6.3	4.3				48.7
Total Acreage	60.0	30.0	298.4	759.4	1703.8	751.7	805.8	655.7	250.1				5314.9

Chart #2

Musk Thistle

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County			224.0		0.0	40.0	0.0						264.0
Private					10.0	10.0							20.0
Private Other						10.0							10.0
Private Pasture	36.0	96.0	1453.6	3988.0	4250.0	2612.7	956.0	1232.0	754.0	94.0	12.0	8.0	15492.3
State				60.0									60.0
Total Acreage	36.0	96.0	1677.6	4048.0	4260.0	2672.7	956.0	1232.0	754.0	94.0	12.0	8.0	15846.3

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2,4-D Amine	20.0	80.0	363.6	1596.0	3044.0	1780.0	780.0	1100.0	658.0	70.0			9491.6
2-4 LV Agristar			1020.0	1246.0	328.0	16.0							2610.0
Glyphosate			30.0	70.0	40.0	20.7							160.7
SunWet						40.0							40.0
TerraVue			0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0
TORDON	16.0	16.0	264.0	1136.0	848.0	816.0	176.0	132.0	96.0	24.0	12.0	8.0	3544.0
Total Acreage	36.0	96.0	1677.6	4048.0	4260.0	2672.7	956.0	1232.0	754.0	94.0	12.0	8.0	15846.3

Chart #2

Sericea Lespedeza

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County					256.0		256.0						512.0
Private							5.8						5.8
Private Pasture	46.5		29.0	540.6	1459.8	866.2	1261.4	5713.3	5707.2	911.1	11.6		16546.7
Total Acreage	46.5		29.0	540.6	1715.8	866.2	1523.2	5713.3	5707.2	911.1	11.6		17064.5

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
escort								3.0					3.0
excort xp									42.7				42.7
PatureGuard	46.5		11.6	249.8	1087.8	517.6	750.3	5413.8	5478.7	870.4			14426.5
Remedy							512.0						512.0
Remedy Ultra			17.4	290.8	628.0	348.6	260.9	296.5	185.8	40.7	11.6		2080.3
Total Acreage	46.5		29.0	540.6	1715.8	866.2	1523.2	5713.3	5707.2	911.1	11.6		17064.5

NOXIOUS WEED SURVEY WORKSHEET – Survey for Weed

County: Leavenworth

Year: 2022

Weed Surveyed: SEE CHART 3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Acreage Infested by Land Category													
Private Lands													
Wheat													
Corn													
Soybeans													
Grain Sorghum													
CRP													
Range/Pasture													
Other Crops													
Fallow													
Non-Agricultural													
County Lands													
Township Lands													
State Lands													
Federal Lands													
City Gov. Lands													
Total Acreage Infested													

	Total Acreage Found Infested	÷	Total Acreage Surveyed	X	Total Acreage of County	=	Estimated Acreage Infested	Noxious Weed Director's Adjustment of Estimated Acreage
Private Lands								
Wheat								
Corn								
Soybeans								
Grain Sorghum								
CRP								
Range/Pasture								
Other Crops								
Fallow								
Non-Agricultural								
Sub-Total of Private Lands								
County Lands								
Township Lands								
State Lands								
Federal Lands								
City Gov. Lands								
Total Estimated Acreage								

Chart #3

Leavenworth County Noxious Weed Dept

LV

Year 2022

Start Date 01/01/22 End Date 12/06/22

Noxious Weed Survey Data Collection

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361188	9/5/2022	Alan Phillips	1	11S-22E-21				
Location		Land Ownership						
NE 1/4		Private Pasture			160	0		
SE 1/4		Private Pasture			160	0.24	Johnsongrass	0.24
NW 1/4		Private Pasture			160	0.25	Field Bindweed	0.25
SE 1/4		Private Pasture			160	0.3	Johnsongrass	0.3
						0		

Total Acreage Surveyed 640 0.79

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361189	9/5/2022	Alan Phillips	2	10S-20E-15				
Location		Land Ownership						
NE 1/4		Private Corn			160			
SE 1/4		Private Soybean			160	0.25	Johnsongrass	0.25
NW 1/4		Private Pasture			160	0.25	Johnsongrass	0.25
SW 1/4		Private Corn			160	0.125	Musk Thistle	0.125
						0		

Total Acreage Surveyed 640 0.625

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361190	9/5/2022	Alan Phillips	3	09S-23E-29				
Location		Land Ownership						
NE 1/4		Private Pasture			160	0.25	Johnsongrass	0.25
SE 1/4		Private Soybean			160	0.5	Musk Thistle Johnsongrass	0.25 0.25
NW 1/4		Private Pasture			160	0		
SW 1/4		Private Soybean			160	0.25	Johnsongrass	0.25

Total Acreage Surveyed 640 1

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361191	9/5/2022	Alan Phillips	4	09S-22E-12				
Location		Land Ownership						
NE 1/4		Private Other			160			
SE 1/4		Private Other			160	0.3	Johnsongrass	0.3
NW 1/4		Private Other			160	0		
SW 1/4		Private Other			160	0.25	Johnsongrass	0.25

Total Acreage Surveyed 640 0.55

Chart #3

Leavenworth County Noxious Weed Dept

LV

Year 2022

Start Date 01/01/22
End Date 12/06/22

Noxious Weed Survey Data Collection

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361192	9/5/2022	Alan Phillips	5	09S-21E-25				
Location		Land Ownership						
NE 1/4		Private Soybean			160	0.5	Johnsongrass	0.5
SE 1/4		Private Pasture			160	0.5	Johnsongrass Field Bindweed	0.25 0.25
NW 1/4		Private Pasture			160	0.25	Johnsongrass	0.25
SW 1/4		Private Pasture			160	0.25	Sericea Lespedeza	0.25

Total Acreage Surveyed 640 1.5

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361193	9/5/2022	Alan Phillips	7	09S-22E-15				
Location		Land Ownership						
NE 1/4		City Other			160	0.4	Johnsongrass Sericea Lespedeza	0.15 0.25
NW 1/4		Private Soybean			160	0.25	Johnsongrass	0.25
SE 1/4		Private Pasture			160			
SW 1/4		Private Pasture			160	0.25	Musk Thistle	0.25

Total Acreage Surveyed 640 0.9

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361194	9/5/2022	Alan Phillips	6	08S-21E34				
Location		Land Ownership						
NE 1/4		Private Other			160			
SE 1/4		Private Soybean			160	0.25	Johnsongrass	0.25
NW 1/4		Private Pasture			160			
SW 1/4		Private Corn			160	0.5	Johnsongrass Musk Thistle	0.25 0.25

Total Acreage Surveyed 640 0.75

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
361195	9/5/2022	Alan Phillips	8	08S-20E-36				
Location		Land Ownership						
NE 1/4		Private Other			160	0		
SE 1/4		Private Pasture			160	0.25	Johnsongrass	0.25
NW 1/4		Private Soybean			160	0.5	Sericea Lespedeza Field Bindweed	0.25 0.25
SE 1/4		Private Pasture			160	0		

Total Acreage Surveyed 640 0.75

Chart #3

Leavenworth County Noxious Weed Dept

LV

Year 2022

Start Date 01/01/22
End Date 12/06/22

Noxious Weed Survey Data Collection

Survey#	Date	Surveyor	Field#	Legal Description			
361196	9/5/2022	Alan Phillips	9	08S-22E-36			
					Acreage Surveyed	Acreage Infested	Weed
							Acreage Infested
Location		Land Ownership					
NE 1/4		Private Other			160	0	
SE 1/4		Private Other			160	0	
NW 1/4		Private Other			160	0.25	Johnsongrass
SW 1/4		Private Other			160	0	
				Total Acreage Surveyed	640	0.25	
Survey#	Date	Surveyor	Field#	Legal Description			
361197	9/5/2022	Alan Phillips	10	10S-22E-15			
					Acreage Surveyed	Acreage Infested	Weed
							Acreage Infested
Location		Land Ownership					
NE 1/4		Private Soybean			160		
SE 1/4		Private Pasture			160	0	
NW 1/4		Private Soybean			160	0.15	Sericea Lespedeza
SW 1/4		Private Pasture			160	0.5	Johnsongrass
							Musk Thistle
				Total Acreage Surveyed	640	0.65	
				Total Acreage Surveyed	6400	7.765	

Chart #3

Noxious Weed Survey Worksheet
Leavenworth County Noxious Weed Dept

2022 ★

Field Bindweed	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Private Pasture									0.5				0.5
Private Soybean									0.25				0.25
Total Acreage Infested									0.75				0.75

	Total Acreage Infested	Acres Surveyed 6400	County Acres 297941.7	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
Private Pasture	0.5			23.3	0.0	23.3	
Private Soybean	0.3			11.6	0.0	11.6	
	0.8			34.9	0.0	34.9	
		Total Estimated Acreage					

Chart #3

Noxious Weed Survey Worksheet
Leavenworth County Noxious Weed Dept

2022 ★

Johnsongrass	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									0.15				0.15
Private Corn									0.25				0.25
Private Other									0.8				0.8
Private Pasture									2.04				2.04
Private Soybean									1.75				1.75
Total Acreage Infested									4.99				4.99

	Total Acreage Infested	Acres Surveyed 6400	County Acres 297941.7	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	0.2			7.0	0.0	7.0	
Private Corn	0.3			11.6	0.0	11.6	
Private Other	0.8			37.2	0.0	37.2	
Private Pasture	2.0			95.0	0.0	95.0	
Private Soybean	1.8			81.5	0.0	81.5	
	5.0			232.3	0.0	232.3	
			Total Estimated Acreage				

Chart #3

Noxious Weed Survey Worksheet

Leavenworth County Noxious Weed Dept

2022 ★

Musk Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Private Corn									0.375				0.375
Private Pasture									0.5				0.5
Private Soybean									0.25				0.25
Total Acreage Infested									1.125				1.125

	Total Acreage Infested	Acres Surveyed 6400	County Acres 297941.7	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
Private Corn	0.4			17.5	0.0	17.5	
Private Pasture	0.5			23.3	0.0	23.3	
Private Soybean	0.3			11.6	0.0	11.6	
	1.1			Total Estimated Acreage 52.4	0.0	52.4	

Chart #3

Noxious Weed Survey Worksheet
Leavenworth County Noxious Weed Dept

2022 ★

Sericea Lespedeza	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									0.25				0.25
Private Pasture									0.25				0.25
Private Soybean									0.4				0.4
Total Acreage Infested									0.9				0.9

	Total Acreage Infested	Acres Surveyed 6400	County Acres 297941.7	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	0.3			11.6	0.0	11.6	
Private Pasture	0.3			11.6	0.0	11.6	
Private Soybean	0.4			18.6	0.0	18.6	
	0.9	Total Estimated Acreage		41.8	0.0	41.8	

Leavenworth County Request for Board Action

Date: February 8, 2023

To: Board of County Commissioners

From: Building and Grounds

Department Head Approval: _____

Additional Reviews as needed:

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

Action Requested: Request to engage SMH Consultants for services for Cushing Building parking lot.

Recommendation: Authorize Buildings and Grounds to hire SMH Consultants for the design of the Cushing building parking lot for Council on Aging and other County entities.

Analysis: The RFQ for design services of the Cushing Building parking lot received 3 responses that the selection committee reviewed. We provided secondary questions to the top finalist. As a group we decided to recommend SMH Consultants. Below is the attached proposed schedule

Proposed PT-0626-23 Schedule					
* = estimated schedule, dependent on project review times					
	TASK NAME	START DATE	END DATE	START ON DAY*	DURATION* (WORK DAYS)
	Notice to Proceed	2/9	2/9	0	1
	Preliminary Investigation & Record Review	2/10	2/17	1	8
	Project Kickoff Meeting	2/23	2/23	14	1
	Preliminary Design	2/24	3/9	15	14
	Field Check 50% Construction Plans	3/10	3/23	29	14
	Office Check Set 100% Permit Set	3/24	4/5	43	13
	Permit Review	4/5	4/26	55	22
	Advertise Bid Package	4/11	4/28	61	18
	Construction	5/1	6/30	81	61

Alternatives:N/A

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: The fiscal impact to Leavenworth County will be based on a fee schedule as well as a lump sum.

SMH's proposed lump sum fee for this work is \$52,910. A breakdown of the fee is as follows:

- Task I - Stormwater Analysis & Studies \$5,500
- Task II - Permit and Construction Documents \$35,875
- Task III - Landscape Architecture \$4,350
- Task IV - Lighting Plans (subcontractor) \$4,050
- Task V - Construction Coordination \$3,135

Additional Attachments:

SMH Fee proposal



February 2, 2023

Bill Noll
Aaron Yoakam
Leavenworth County
300 Walnut Street
Leavenworth, KS 66048

Aaron and Bill,

Thank you for selecting SMH Consultants, P.A. (“SMH”) to partner with for the proposed site improvements at 711 Marshall Street in Leavenworth, Kansas. Our services will be limited to Civil Engineering, Lighting Design and Landscape Architecture services for the proposed site improvements.

The proposed site improvements will consist of developing a pavement management plan for the existing pavements and the design of an additional parking facility to the south of the current Cushing Building, this design would include site layout, grading design, wall design and calculations (if needed), stormwater report and analysis, lighting design, landscaping and associated utility improvement. SMH will complete a stormwater report summarizing the impacts the proposed changes will have on the site.

SMH is proposing to contract this project as lump sum for the majority of the contract while being reimbursed for any application fees submitted to the City on behalf of the client.

SMH’s proposed lump sum fee for this work is \$52,910. A breakdown of the fee is as follows:

Task I - Stormwater Analysis & Studies	\$5,500
Task II - Permit and Construction Documents	\$35,875
Task III - Landscape Architecture	\$4,350
Task IV - Lighting Plans (subcontractor)	\$4,050
Task V - Construction Coordination	\$3,135

A scope of professional services, that details the professional services proposed, is included with this proposal. SMH is prepared to begin immediately after a notice to proceed is issued. Please note that you are retaining SMH as an independent contractor and as a consultant. By signing below, you agree to pay SMH for the services to be provided upon receipt of the SMH invoice.

COLORADO SPRINGS
411 South Tejon Street, Suite i
Colorado Springs, CO 80903
P: 719-465-2145

DODGE CITY
707 3rd Avenue, Suite A
Dodge City, KS 67801
P: 620-255-1952

MANHATTAN - HQ
2017 Vanesta Place, Suite 110
Manhattan, KS 66503
P: 785-776-0541

KANSAS CITY
5201 Johnson Dr., Suite 405
Mission, KS 66205
P: 913-444-9615

SMH's total liability arising under this agreement will, in no event, exceed the total amount paid by you to SMH pursuant to this agreement during the preceding twelve (12) month period to the date such liability arose. By signing below, you agree to indemnify, defend, and hold SMH harmless from any and all claims, demands, liabilities, costs, damages, or causes of action of any nature whatsoever, arising out of any matter directly related to SMH's work on the above-described project. This agreement contains the entire agreement between the parties.

If you find the terms and conditions of this agreement to be acceptable, please sign below. If you have any questions regarding this agreement, I am able to be reached by email at lyherd@smhconsultants.com or by phone at 913-444-9615. We look forward to assisting you with this project.

Sincerely,



Lee Ryherd, P.E.
SMH Consultants

Signature

Printed Name

Title

Company Name

***Leavenworth County Parking Lot
PT-0626-23
Leavenworth, KS
Civil Engineering Services
Proposed Scope of Professional Services
Prepared: February 2, 2023***

General Project Description; *Civil engineering development, permit and consecution documents for pavement improvements of existing parking lot and the construction of a new parking lot south of the existing building located at 711 Marshall Street in Leavenworth, Kansas.*

Task I – Analysis, Studies, & Reports

1. Stormwater Management Plan Report. This includes stormwater drainage analysis to satisfy APWA 5600, as required by the City of Leavenworth. All study relative to storm water will be based on the APWA Kansas City Metro Section 5600 Storm Drainage Systems & Facilities Manual dated 2011. This includes Post Construction Best Management Practice analysis as required by the city.

Task II – Permit and Construction Drawings

1. Project Management and Administration of the inhouse design, coordination, and implementation of the project. This task includes management of internal staff in regards to project invoicing, design, coordination, contract compliance, and other items necessary to complete the design of the proposed improvements. This task includes three (3) trips to meet with the owner to review milestone design documents during the design and bidding process.
2. Project Coordination with the Project Owner, stakeholder, and the rest of the design team for developing the final conceptual layout of the project that will later be refined into a final design. This task may involve several meetings with the owner and stakeholders, including coordination meetings with the design team.
3. Preparation of Site Development Plan Application. SMH will complete and include all items, that pertain to civil engineering, listed on the City of Leavenworth’s Site Development Plan Application.
4. Demolition Plan depicting the removal of existing pavement, curb & gutter, sidewalk, utilities, and any additional removal of existing infrastructure.
5. Site plan showing existing conditions and proposed improvements of existing pavements and proposed parking, pavement markings, existing easements, right of way and utilities. The site plan will include detailed overall layout information for the improvements with dimensioning.
6. Grading plan with existing and proposed contours and/or spot elevations at key grading points. The grading plan will include detailed information for the improvements

including ADAAG compliance information in terms of allowable slopes. The grading plan will also include top and bottom retaining wall elevations if necessary.

7. Modular Wall design and layout. As needed, showing location and elevations of bottom and top of wall.
8. Modular Wall analysis and calculations, as needed, for proposed wall system. Calculations will be for wall systems over 42". Top and bottom of wall elevations and details will be provided for all proposed wall systems.
9. Utility Plan to will include any necessary information for the routing of proposed utilities, existing utilities, and utility connections.
10. Jointing Plan to will include any necessary information for the jointing of proposed paved parking improvements.
11. Horizontal and vertical control plan detailing the horizontal and vertical location of key construction features for the building and paving areas and other features associated with development of the site.
12. Drainage Map depicting stormwater runoff calculations to verify the required stormwater needs and property sizing of conduits and inlets and sizing the site regional detention pond.
13. Storm sewer plan and profile of storm sewer appurtenances to drain site areas. Storm sewer plan and profile sheet shall provide Structure IDs with associated calculation information for runoff calculations to verify the required stormwater needs of the project including the proper sizing of conduits and inlets for the 10-year peak flow rates, pipe outlet will be coordinated to not discharge on to neighboring properties.
14. Erosion and sediment control plans and documents and city and state land disturbance permits.
15. Miscellaneous details including curb, typical sections for pavement, typical sections for sidewalk, curb ramps, signage, erosion control, etc. as required for construction of the improvements.
16. Quality Control of all final designs. This task will involve a detailed review of plans by an in-house independent reviewer.
17. Address and incorporate any modifications to the plans required as a result of reviews. This task does not include wholesale changes.

18. Quality Assurance of all designs prior to submittal to the project architect for review.
This task will involve detailed review of the designs and plans by the project manager.

Task III – Landscape Plans

1. Landscape Plan conforming to the City of Leavenworth landscaping standards.

Task IV – Lighting Plans (by others)

1. Parking lot photometric plans and analysis to meet required lighting specifications.

Task V – Construction Coordination

1. Site visits to the site by the project manager or design engineer to clarify construction/design issues. This task will be limited to two (2) visits.
1. Review of pertinent construction documents (Shop Drawings, RFI's, and Etc.) by the project manager as required or requested for construction of the project.
2. Final walk-through inspection and punch list preparation.

Services not Rendered by SMH but May be Required for the Construction Documents

1. Dumpster enclosure design and details. Location will be depicted on site and other plan sheets.
2. Fencing Design. Location will be depicted on site and other plan sheets.
3. Environmental assessment
4. Geotechnical investigation services.
5. Full time construction inspection services. Periodic construction site visits are included in this fee.
6. Construction staking services.
7. Land surveying services
8. Easement preparation services
9. Irrigation Design
10. Right-of-way improvements or modification (sidewalk, public infrastructure).
11. Utility main improvements or extensions.
12. All other services not identified in the above scope of services.

Notes:

1. Any services not identified in the fore mentioned scope of services requested by the client or owners will be negotiated and provided at 2023 hourly rates. As the need for additional services beyond this current scope of work arises a separate scope of work and fee will be developed for approval by the client and presented as "Additional Work".
2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.
3. A boundary, topographical and utility survey have previously been completed and will be provided to SMH in a digital (.dwg) format.

**Leavenworth County
Request for Board Action
Resolution 2023-04
Special Use Permit - Whiskey Ridge**

Date: February 1, 2023
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve Resolution 2023-04, a request for a Special Use Permit for Whiskey Ridge Event Center. A request was made in 2020 for the same event center but that Special Use Permit was later cancelled.

Analysis: The applicant is requesting a Special Use Permit for an event center. The applicant is proposing to operate the event center out of a structure that was permitted in 2021 as an agricultural building. The applicant has provided an engineering report that inspected the foundation of the structure and found that it is structurally sound and compliant with the 2006 International Building Codes. No engineering reports have been submitted for the rest of the structure. The Stranger Fire District has reviewed the request and has recommended some conditions for fire safety, but has recommended that a sprinkler system is not necessary. The 2006 International Building Codes require a fire suppression system be required for this type of use.

The event center is proposed to be open year-round with most events occurring during the weekend. The applicant has indicated that the center may be used for large gatherings on weekdays but this will most likely be infrequent and not last into the evening. The center will accommodate up to 300 guests. Wedding ceremonies may take place both inside or outside with music. Receptions, including music, will take place indoors. The narrative indicated that events will conclude at 11:00 PM.

The venue will have a non-commercial kitchen on-site and will be available for hired caterers. The center will also have a bar area which would be stocked by the clients.

The application includes a proposed parking lot that would accommodate up to 180 vehicles. Based on the maximum capacity and support vehicles, this is sufficient parking for the proposed use. The parking lot will be gravel and will be approximately an acre. The applicants will need to comply with the storm water pollution prevention policy administered by KDHE, if applicable.

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to recommend approval of Resolution 2023-04 (Case No. DEV-22-155) for a Special Use Permit to operate the Whiskey Ridge Event Center.

Alternatives:

1. Approve Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact; or

3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

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

CASE NO: DEV-22-155 Whiskey Ridge Event Center

February 1, 2023

REQUEST: REGULAR AGENDA

- Zoning Amendment Special Use Permit
 Temporary Special Use Permit

STAFF REPRESENTATIVE:

AMY ALLISON
DEPUTY DIRECTOR

SUBJECT PROPERTY: 19051 TONGANOXIE DR

APPLICANT/APPLICANT AGENT:

DAN & CINDY LYNCH
19751 219TH ST
TONGANOXIE KS 66086

PROPERTY OWNER:

ORISON LLC

CONCURRENT APPLICATIONS:

N/A

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:
MIXED RESIDENTIAL

LEGAL DESCRIPTION:

A tract of land in the Southwest Quarter of Section 3, Township 11 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. Approve Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2023-04 (Case No. DEV-22-155), Special Use Permit for an Event Center - Whiskey Ridge, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE: 58.70 ACRES

PARCEL ID NO:
192-03-0-00-00-011.01

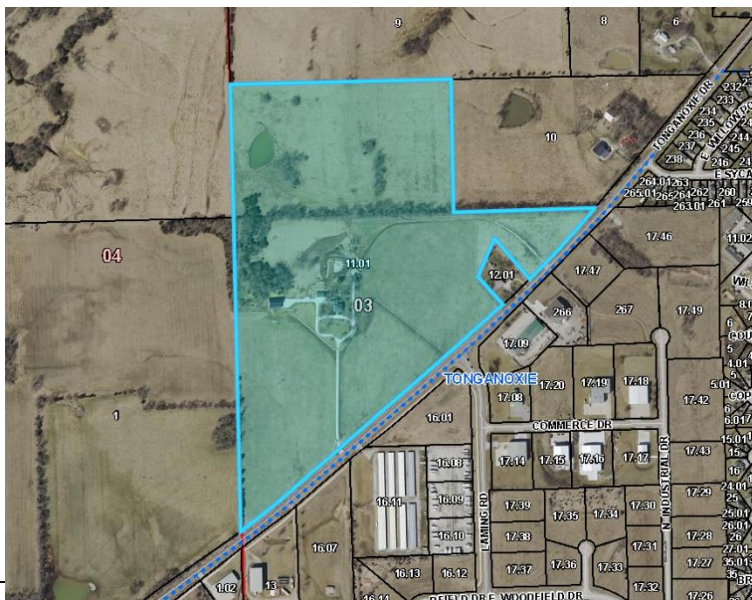
BUILDINGS:
SINGLE-FAMILY RESIDENCE,
ACCESSORY STRUCTURE & EVENT
BARN

PROJECT SUMMARY:

Requesting a permit to operate an event center at 19051 Tonganoxie Dr, Tonganoxie, KS.

ACCESS/STREET:
TONGANOXIE DR – COUNTY
ARTERIAL, PAVED, ± 24'

Location Map:



UTILITIES

SEWER: SEPTIC
FIRE: STRANGER
WATER: RWD 9
ELECTRIC: FREESTATE

NOTICE & REVIEW:

STAFF REVIEW: 12/15/2022
NEWSPAPER NOTIFICATION:
12/20/2022
NOTICE TO SURROUNDING
PROPERTY OWNERS:
12/20/2022

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:</i> Properties located within the unincorporated areas of the County are primarily rural in nature. Most of the surrounding lots are large in size. Properties within the City of Tonganoxie are primarily industrial in nature with some commercial businesses. There is a residential neighborhood to the north.</p> <p><i>Nearby City Limits:</i> The property is located adjacent to the City of Tonganoxie.</p>	✓	
<p>2. Zoning and uses of nearby property: <i>Adjacent Uses:</i> Most of the adjacent parcels are residential and agricultural in nature. Industrial and Commercial businesses are located across the road.</p> <p><i>Adjacent Zoning:</i> The adjacent properties within the unincorporated area are zoned RR-2.5. The properties within the City of Tonganoxie are zoned Light to Moderate Industrial.</p>	✓	
<p>3. Suitability of the Property for the uses to which it has been restricted: <i>The property is suitable as a rural residence. The requested use is allowed with a Special Use Permit</i></p>	✓	
<p>4. Extent to which removal of the restrictions will detrimentally affect nearby property: <i>The requested-use is unlikely to detrimentally impact neighboring properties. The applicant had applied and was approved for this type of use in April of 2020. The proposed permit is similar in nature to the original proposal.</i></p> <p><i>Traffic:</i> Traffic will be limited to primarily weekends. The applicant is proposing that the proposed business will generate 320 trips for their largest events (accounts for guest, 150 vehicles, and supporting staff, 10 vehicles). The property accesses off of Tonganoxie Drive which is a County Arterial with an existing traffic count of more than 3,700 vpd.</p> <p><i>Lighting:</i> No exterior lighting besides security lighting is proposed with this request.</p> <p><i>Noise:</i> There may be additional noise during events, which will primarily be on the weekends. The event center is situated toward the center of the property which would reduce the noise heard at the property line.</p> <p><i>Outdoor Storage:</i> No outdoor storage is proposed with this request.</p> <p><i>Parking:</i> The applicant is proposing to install 180 parking spaces. This is adequate for the proposed maximum occupancy (300) and additional support vehicles.</p> <p><i>Visitors/Employees:</i> The narrative indicates that most visitors will be on-site during the weekend when events are most likely to take place. The applicant is proposing a center that would accommodate up to 300 guests. There would also be additional work staff to support these events. During the weekdays, limited visitors is expected.</p>	 ✓ ✓ ✓ ✓ ✓	

<i>Waste: Any waste generated from the proposed use must be disposed of in compliance with all local and state requirements. The applicant has proposed an engineered on-site wastewater system.</i>	✓	
5. Length of time the property has been vacant as zoned: <input checked="" type="checkbox"/> <i>Not Vacant: The property has a house and is being used for agricultural purposes.</i>	✓	
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>	✓	
7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: Mixed Residential</i>		✓

STAFF COMMENTS:

The applicant is requesting a Special Use Permit for an event center. The applicant applied for a similar Special Use Permit in 2020, but cancelled the permit shortly after it was approved. The applicant is proposing to operate the event center out of a structure that was permitted in 2021 as an agricultural building. The applicant has provided an engineering report that inspected the foundation of the structure and found that it is structurally sound and compliant with the 2006 International Building Codes. No engineering reports have been submitted for the rest of the structure. The Stranger Fire District has reviewed the request and has recommended some conditions for fire safety, but has recommended that a sprinkler system is not necessary. The 2006 International Building Code requires a fire suppression system to be installed for this type of use.

The event center is proposed to be open year-round with most events occurring during the weekend. The applicant has indicated that the center may be used for large gatherings on weekdays but this will most likely be infrequent and not last into the evening. The center will accommodate up to 300 guests. Wedding ceremonies may take place both inside or outside with music. Receptions, including music, will take place indoors. The narrative indicated that events will conclude at 11:00 PM.

The applicants will not be preparing food but the on-site, non-commercial kitchen will be available to hired caterers. The center will also have a bar area which would be stocked by the clients.

The application includes a proposed parking lot that would accommodate up to 180 vehicles. Based on the maximum capacity and support vehicles, this is sufficient parking for the proposed use. The parking lot will be gravel and will be approximately an acre. The applicants will need to comply with the storm water pollution prevention policy administered by KDHE, if applicable.

STAFF RECOMMENDED CONDITIONS:

1. Events shall be limited to the hours of 8:00 AM until 11:00 PM. All business operations shall cease by 12:00 AM.
2. A commercial building permit must be filed and approved for the agricultural building.
3. An Engineering Report must be submitted verifying that the agricultural structure meets the 2006 Commercial Building Codes, including fire suppression.
4. The SUP shall be limited to four full-time employees and unlimited seasonal employees.
5. The applicant shall submit an approved NOI & SWPPP from the Kansas Department of Health and Environment Bureau of Water.
6. An engineered on-site waste water treatment system is required or authorization from a licensed engineer that the existing system is compatible with the proposed use and acceptance by the Kansas Department of Health and Environment.
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. This SUP shall be limited to the Narrative and accompanying documents dated November 8, 2022, December 6, 2022 (received), December 15, 2022 and January 5, 2023 (received) submitted with this application.
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.
11. Any noise generated from the proposed business shall be limited to 60 dB, as measured from the property line.
12. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
13. No outdoor storage of materials shall be allowed.
14. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
15. The developer must comply with the following memorandums:
 - a. Email – Karen Armstrong, RWD 9, dated November 17, 2022
 - b. Email – Mark Billquist, Stranger FD, dated November 27, 2022
 - c. Memo – Mitch Pleak, Olsson, dated January 5, 2023
16. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
17. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and required documents 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>Dan/Cindy Lynch</u>	NAME _____
ADDRESS <u>19751 21st St.</u>	ADDRESS _____
CITY/ST/ZIP <u>Tonganoxie, KS 66066</u>	CITY/ST/ZIP _____
PHONE <u>(913) 481-6847</u>	PHONE _____
EMAIL <u>danlynch@lynchresidential.com</u>	EMAIL _____
CONTACT PERSON <u>Dan Lynch</u>	CONTACT PERSON _____

PROPERTY INFORMATION

PID: _____ Zoning District: _____

Address of property 19051 Tonganoxie Dr, Tonganoxie Parcel size 58.7 acres

Current use of the property Ag

Does the owner live on the property? Yes No

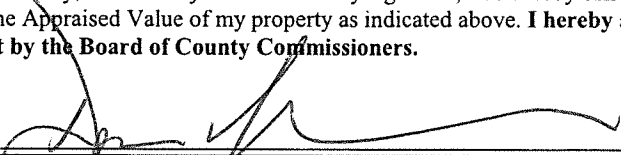
Proposed Special Use Wedding / Event Venue

TAX ASSESSEMENT 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  Date 11/1/2022

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business Whiskey Ridge dba "The Ridge"
Existing and Proposed Structures 9000 sq ft venue building / existing home
Number of structures used for Special Use Permit 2
Will the use require parking? Yes No How many parking spaces are proposed/available? 150
Is the proposed use seasonal? Yes No
If yes, what months will the use be active? _____ through _____
Month Month
Reason for requesting a Special Use Permit: To complete venue building

Estimated Traffic

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

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

Daily _____ Weekly 150 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 _____

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

Passenger: Months _____ 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):

Primarily weekends

What is the anticipated route(s) from the nearest State Highway to the Site? From State Ave, North on Laming Rd west on Tonganoxie Dr 200 ft to property

Special Use Permit Renewal

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

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

OWNER AUTHORIZATION

I/WE Dan/Cindy Lynch, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1st day of November, 2022, make the following statements, to wit:

- 1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property
See Attachment "A" attached hereto and incorporated herein by reference.
- 2. I/We the undersigned, have previously authorized and hereby authorize _____ (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 19051 Tonganoxie Dr, Tonganoxie (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- 3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- 4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

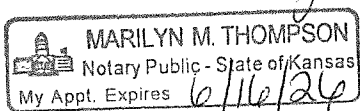
[Signature]
Owner

Cindy Lynch
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 2nd day of Nov., 2022
by Marilyn M. Thompson.

My Commission Expires: June 16, 2026



Marilyn M. Thompson
Notary Public

ATTACHMENT C

Whiskey Ridge

Proposed Venue in Tonganoxie, KS

The property located at 19051 Tonganoxie Drive, Tonganoxie, KS is owned by Orison, LLC whose sole members are Dan and Cindy Lynch of 19751 219th Street, Tonganoxie, KS. The property currently consists of a home, built in 1869, a detached garage, and 2 barns. We are currently remodeling the home as it sustained water damage before we purchased it. The ground is being used as a hay field and home to cattle. This will continue until no longer reasonable.

We would like to replace the smaller barn with a 92' x 100' barn to be used as a venue space. The barn will consist of a large open space for approximately 300 people, a fully operational kitchen, bar, storage, and wheelchair accessible bathroom facilities for men and women. Dan and Cindy will not personally be preparing food in the kitchen, but it will be available for catered events. The bar area will not be stocked by the venue owners but is available for use by those renting the venue. They will provide their own beverages and servers. We will be responsible for maintenance of the facility, house, and surrounding property.

A gravel parking lot would also be added to the west of the new barn. It will allow for approximately 150 cars. We will pave at least 5 handicapped accessible spaces and a ramp or zero entry space for wheelchair access to the venue barn. For safety, the parking area will be lit by solar lighting placed in the landscaped areas of the parking lot.

Dan and Cindy will be the only full-time employees at the venue. Family members and/or friends will be there to help from time to time. During an event, we will need 2-4 people there to answer questions or help with parking. The venue and house will be open or available for tours by potential customers by appointment. We are expecting to host events on the weekends. Those that rent the property will have the option to rent for the day or weekend. All music by band or DJ will be turned off by 11pm.

There will be an approximate 5' x 5' sign at the end of the driveway. It will be made of stone or some sort of natural made product.

In case of an emergency, the venue barn will be equipped with interior and exterior back-up flood lights for safety. Fire extinguishers will be located in the kitchen and storage/furnace area. Fire exits will be available on 3 sides of the venue. Weather will be monitored using weather apps and anyone at the venue at times of dangerous weather will be directed to the house's basement, interior rooms or the storage room in the barn. We will set up a meeting with our local fire department or emergency management to acquaint them with the venue and receive input on our safety plan. During events, security will be hired to handle any problems that may arise. This will be required of renters. After speaking with local law enforcement, we will plan to use off duty officers for this purpose.

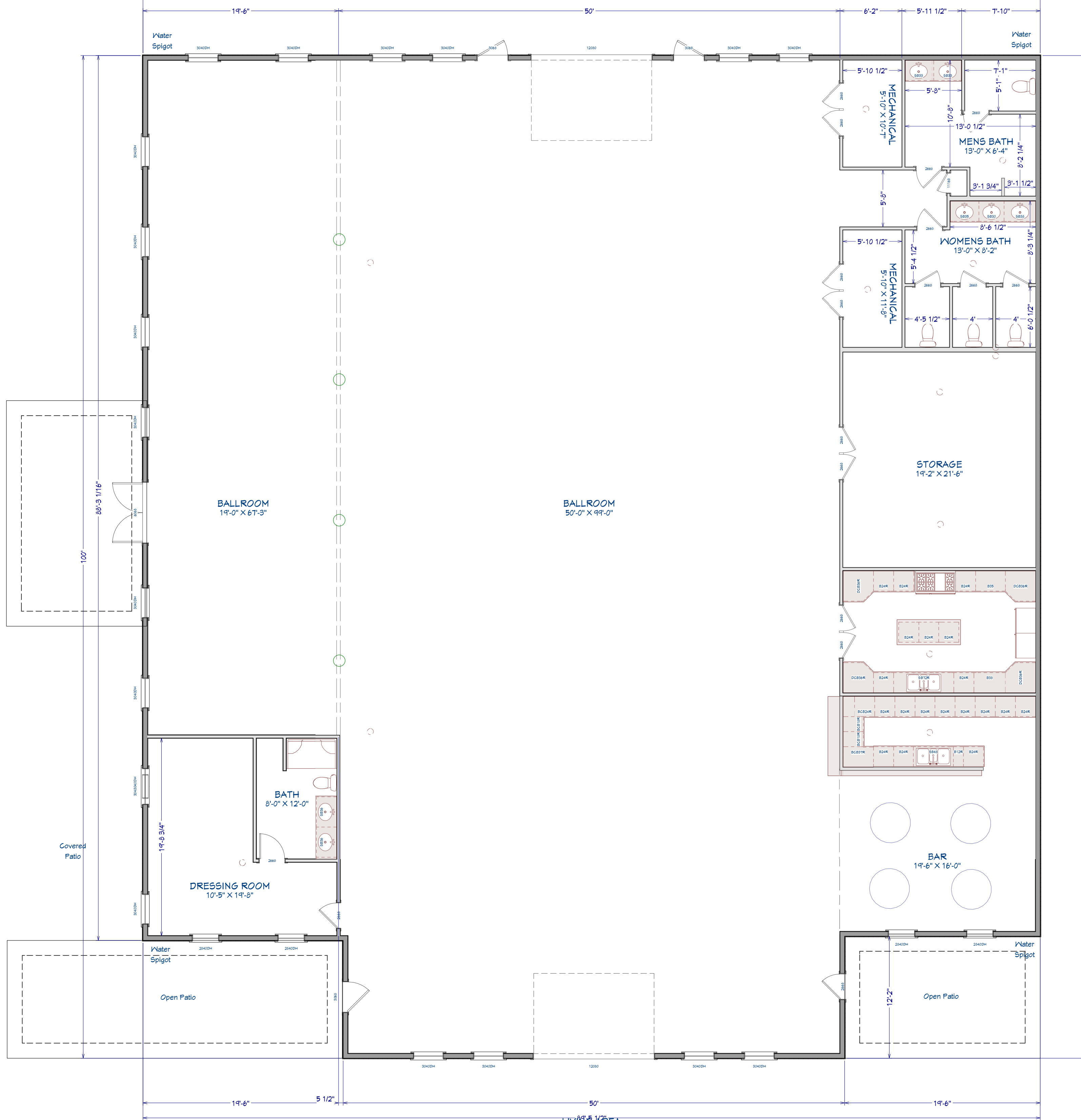
An additional septic system will be installed to accommodate the additional people using the venue barn during events. Additional water sources will not be needed.

As the new barn will be located in the middle of the parcel (57 acres m/l), we don't expect any change in peaceful surroundings to our neighbors. The additional noise during events will be kept to a minimum by distance and our time restraints for events. Additional traffic will not be noticeable. Tonganoxie Road is already somewhat busy, so our seasonal biweekly or weekly events will not noticeably affect the traffic.

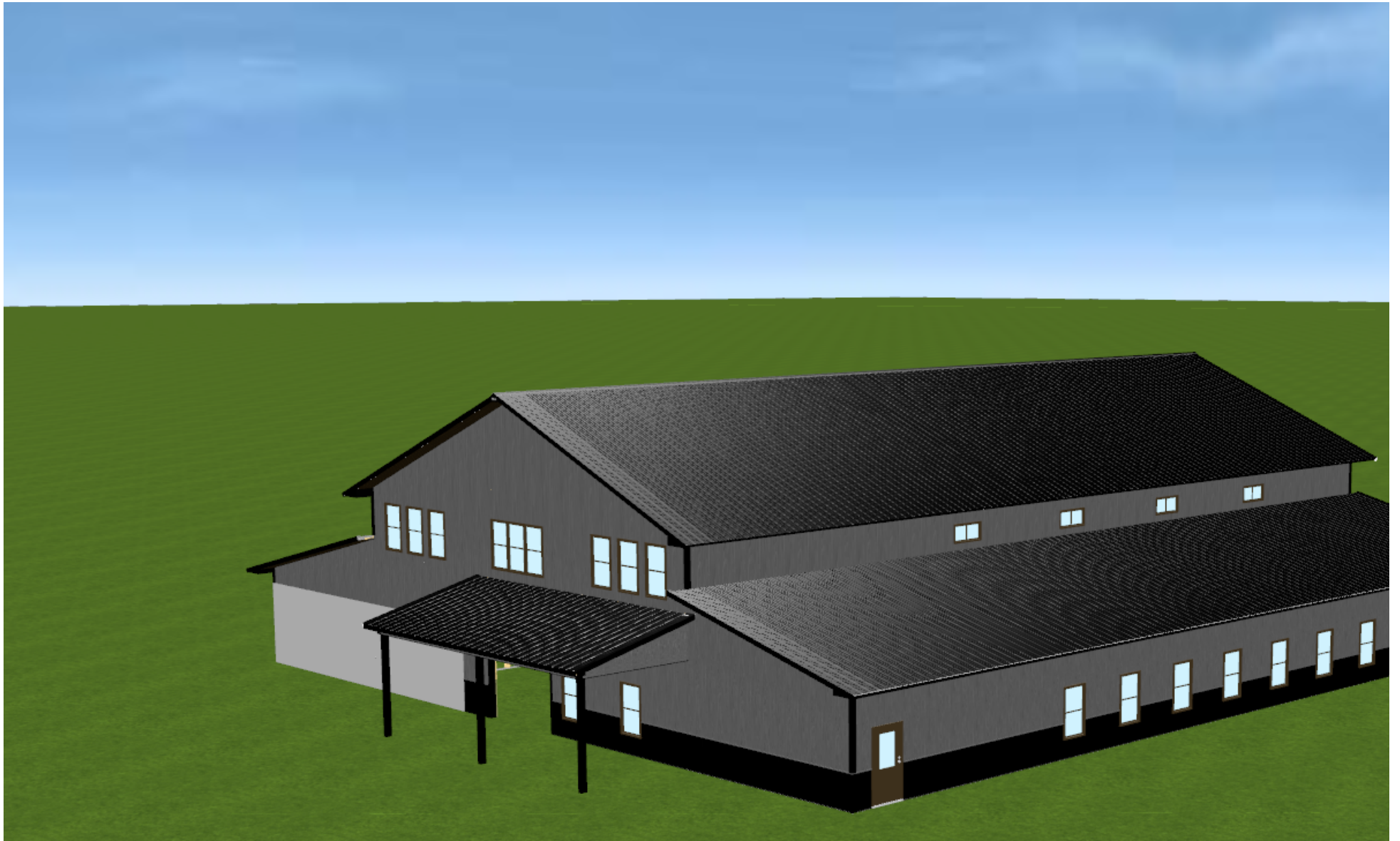
We are requesting the permit for 5 years. At that time, we would be able to revisit the uses for our space.

Thank you for your consideration.

Dan & Cindy Lynch
Orison, LLC



LIVING AREA
8474 SQ FT



Additional Information Requested:

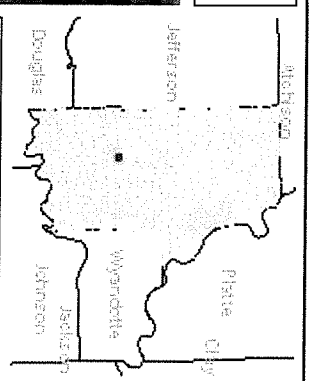
1. We will have the venue available for rent during the week, but we don't expect this to be a normal occurrence. We may have a weekday event once per month. The majority of our events will be on weekends (Saturday/Sunday). Visitors will be entering the property for one main event.
2. The venue is expected to have an event per week. This estimate is, of course, based on seasonal demand. Fewer events during extreme cold and hot months is the industry norm.
3. After consideration, the parking lot will fit 180 cars to support guests and event staff. The bridal party will have access to the home on the property so they will park closer to the house. We will also have a fire lane next to the building to be used by emergency personnel.
4. The existing driveway to the north of the venue and home will be graveled to 20 ft wide to accommodate two-way traffic in and out of the main venue parking lot. We will not have a gate on that driveway.
5. The existing gate will remain open when the property is occupied.
6. Please see aerial maps of parking.

Leavenworth County, KS



1 in. = 50ft.

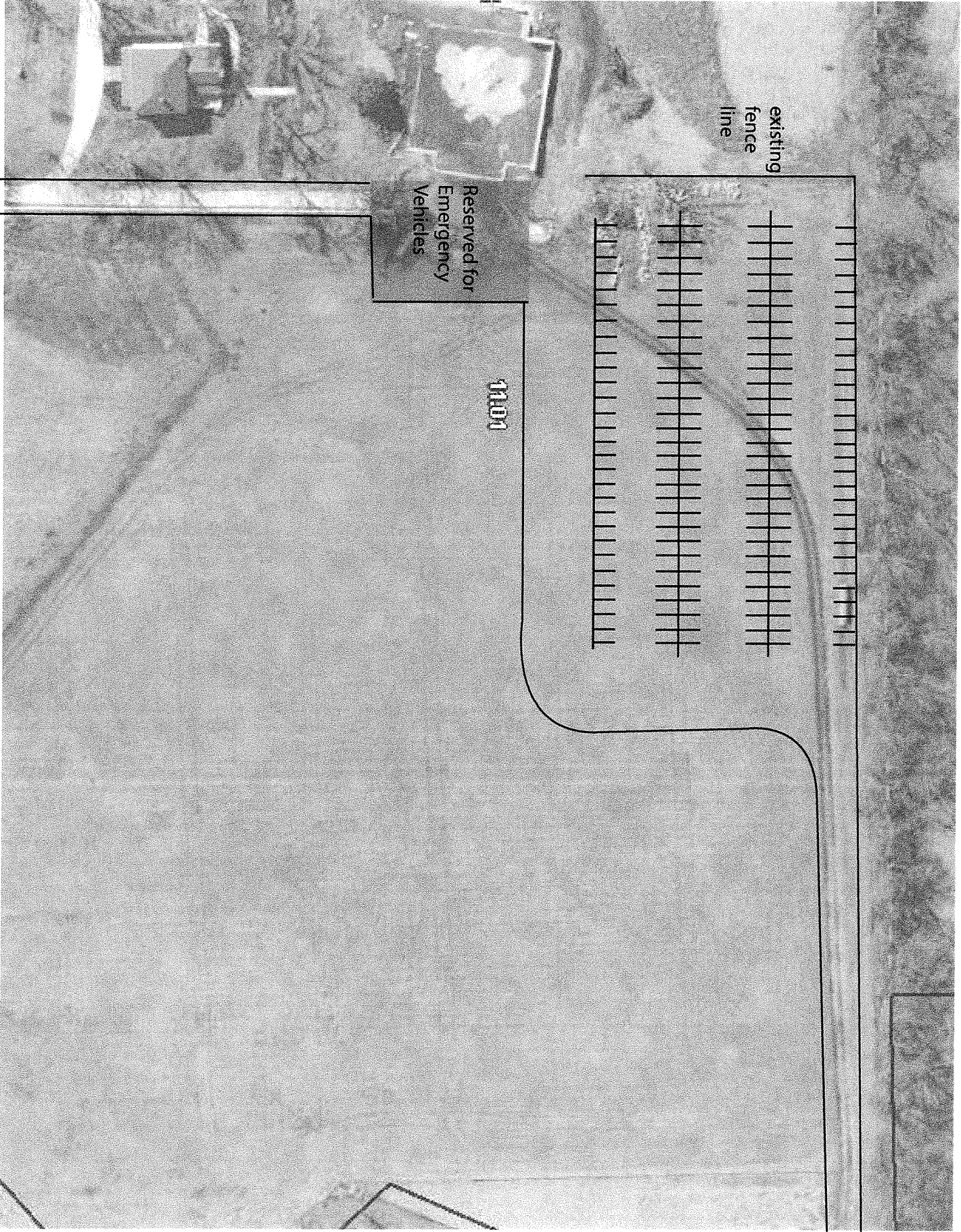
APPROX LOCATION / MEASUREMENTS



- Legend**
- Address Point
 - Parcel Number
 - Lot Line
 - Parcel
 - City Limit Line
 - Major Road
 - <all other values>
 - 70
 - Road
 - + Railroad
 - Section
 - Section Boundaries
 - County Boundary

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

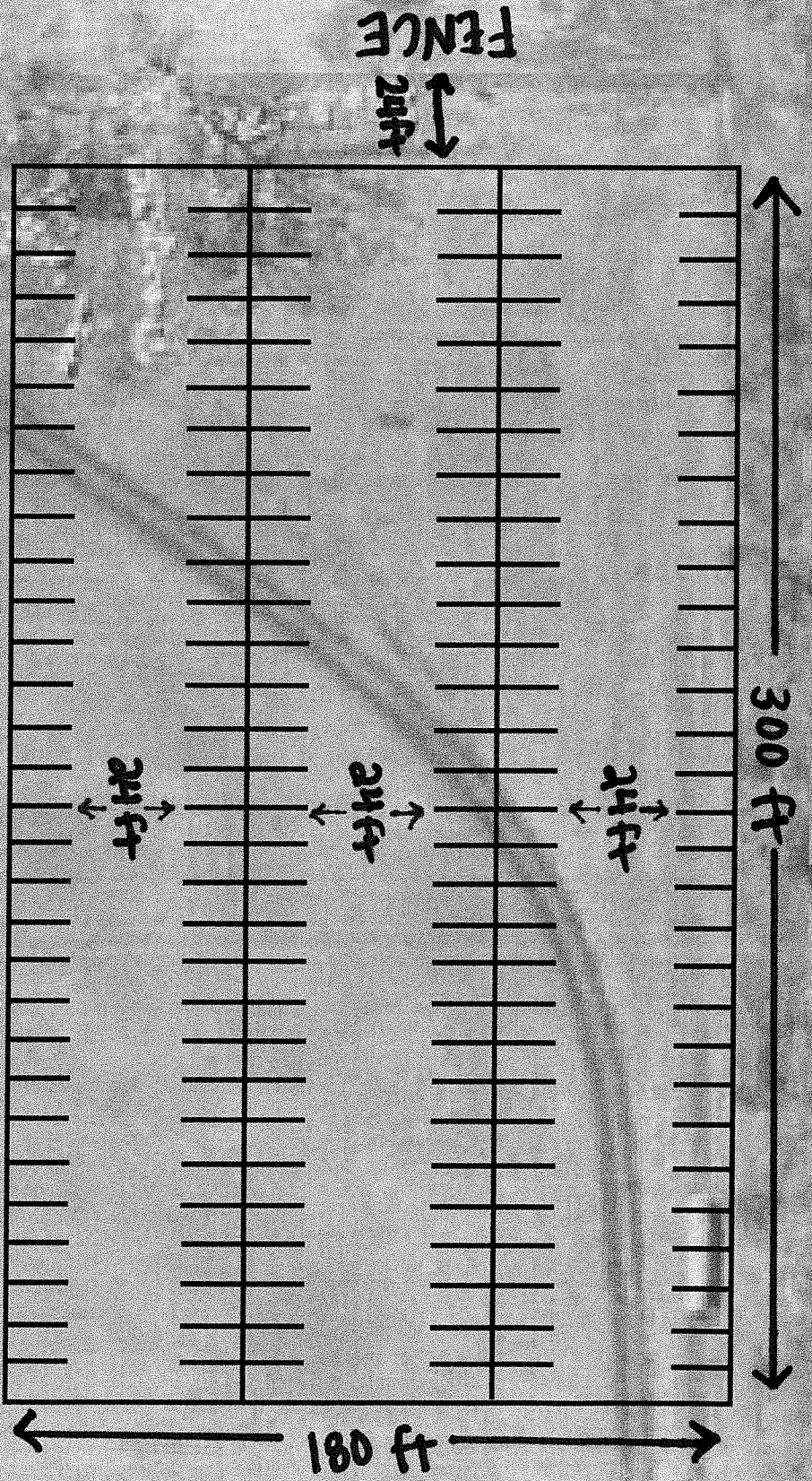
Notes



existing
fence
line

Reserved for
Emergency
Vehicles

01101



PARKING SPACES
 10ft wide
 18ft long

30 SPACES PER ROW
 6 ROWS

1101

180 PARKING SPACES TOTAL
 ABOUT 1.24 ACRES
 (54,000 sqft)



Ryan A. Samuelson P.E.
KS Lic #25493
312 SW Greenwich Dr Suite 529
Lee's Summit MO, 64082
(816) 728-2081

December 1, 2022

RE: Foundation Review
19051 Tonganoxie Dr
Tonganoxie, KS

Per written agreement, I reviewed the foundation 19051 Tonganoxie Dr, Tonganoxie, KS, to determine its structural condition and report deficiencies, and to recommend necessary improvements.

The building is a commercial building which faces generally south. The foundation of the building is constructed of concrete foundation walls and pole barn footers that forms a base foundation under the wood framed metal skin building. The roof is constructed of truss members in the ridge and engineered I-joist for the side eaves. There is a thickened slab approximately 5" thick for the interior slab which appears in good condition.

The foundation walls/footers of the building were found to be in serviceable condition, the building is new construction. The foundation walls all appeared to be plumb within acceptable limits and did not show any signs of excessive settlement, shifting, nor other movements.

The framing appears adequate for spans and the structure appears structurally stable, While the building is in finish construction phases it does appear to be meet 2006 building codes structurally. This cannot be considered design or guarantees of the structure, the visual observation and discussion of construction methods appear to meet and, in most cases, exceed minimum design tolerances.

I would recommend the owner maintain the following items in the future:

- Maintain grading around the foundation of the building per the attached specifications
 - Finish grade does not appear completed as construction is ongoing.
- Epoxy patch all cracks in the foundation walls per the attached specifications if they occur in the future.

The proposed maintenance is designed to retain strength of the foundation walls. The maintenance is not designed to, nor guaranteed to stop water seepage in the future. The owner of the property should be aware that the foundation will continue to age and the foundation walls are susceptible to pressures in the future which could create movements and require structural improvements at that time.

The owner should continue to monitor the foundation walls, and maintain the walls properly. Recent extreme dry weather has allowed several foundations in the area to settle. The owner should be certain to apply water near the foundation walls during dry weather to stop further settlement.

The grading around the building must be monitored in the future and the owner must provide for a positive slope away from the foundation. The owner must continue to keep the grade away from the foundation and thus reduce future pressures on the walls. The owner should

also begin a water maintenance program during the Spring and Summer to keep moisture content levels around the foundation consistent and avoid extreme dry or wet conditions.

It should be noted that this inspection did not attempt to examine for possible termite damage, water damage, or for structural components which are concealed from view by finish materials.

When making visual observations of a building, it is required that certain assumptions be made regarding the existing conditions. Because these assumptions may not be verifiable without expending added sums of money, or destroying adequate or serviceable portions of the building, the owner or recipient of this report agrees that, except for negligence on the part of the engineer, we will be held harmless, indemnified and defended from and against all claims arising out of the services provided by this report.

The structural soundness of the building is not a guarantee against water or future damage to the building. As with any foundation changing conditions in the soil, drainage patterns, extreme weather conditions, or other factors can create damage. The owner of the building must continue to monitor the foundation throughout its life and provide for preventative and general maintenance as it is needed. If any questions arise about the condition of the foundation the owner should have it re-inspected as soon as possible.

A copy of the agreement has been attached to the report. The agreement must be properly initialed and signed for the report to be valid. The agreement must be initialed to reject the exhaustive inspection, agree to limits of liability, and agree to an arbitration clause. The contract must also be signed and dated.

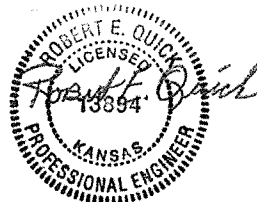
Without exception, this report will expire 180 days from the date of issuance. Any reliance by the named client after the expiration date of the report will be done at their own risk. The report may not be used by any third party.

If you have any specific questions concerning the foundation, please give me a call.

Very truly yours,

Ryan Adam Samuelson, P.E.
Robert E. Quick, P.E.

President



Royal Engineering Partners

312 SW Greenwich Dr Suite 529
Lee's Summit MO, 64082
(816) 728-2081

Crack Repair

Crack repair methods to add strength and water proofing using an epoxy.

Preparation:

Mechanically open cracks to a depth that allows removal of weakened concrete due to movement of the wall, leaving strong clean dry concrete surface that will allow penetration of the epoxy in an existing wall. Torch dry as needed air blow cracks to clean epoxy.

Application:

The epoxy application shall use only 100% solids. Heat cure of two part epoxy. Any patch material using water will not add strength to the wall. Brush all crack surfaces with epoxy liquid and allow five minutes for absorption. Trowel epoxy mortar using crushed and sieved flint with liquid epoxy to make the mortar full depth leaving a smooth surface. Use Sinmast epoxy mortar or equivalent to provide a cure strength equal to 5 times that of 3000 psi concrete.

Grading Improvements

Final grading around the foundation of the building should provide a minimum of 6" of slope in the first 6' directly away from the foundation. The grade should provide for a easy flow of surface water away from the foundation and off the property. When necessary the owner should use french drains or other mechanical means to remove excess water.

The final grade within 3' of the foundation walls should be covered with rubberoid or another impervious material to stop water penetration and direct water away from the foundation. All downspouts and splash blocks must extend away from the foundation and be kept operational by the owner.

INSPECTION AGREEMENT & DISCLAIMER

Property Inspected:

Client:	Inspected By: Ryan A. Samuelson P.E.
Phone:	Inspector Telephone Number: (816) 728-2081

Reports are based on the standards of performance and code of ethics established by the American Society of Civil Engineers. The inspection is essentially visual, is not technically exhaustive, and does not imply that every defect will be discovered. Latent defects or defects detectable only by invasive means are not addressed. The inspection covers only the items listed on the report for function and safety, not for code compliance. The inspection is not an environmental assessment of the site or building (radon, asbestos, pesticides, etc.) and those items not listed should not be considered inspected. Always check our opinions with specialists, prior to closing. Problems or areas of concern may be more extensive upon investigation by a specialist. **This report is intended for the sole use of the client (named above) and is not to be relied upon or shared in anyway with third parties.** NO EXPRESSED WARRANTY IS GIVEN CONCERNING THE BUILDING(S) AND EQUIPMENT FOR THEIR FUTURE USEFULNESS. Client or agent authorization of the inspection of the property constitutes acceptance of this agreement of the inspection and the inspection fees and authorizes Royal Engineers Consultants, Inc, and its representatives to disclose information, within the reports, to sellers, agents, lenders, and insurers intimate to this transaction for the purposes of clarification or facilitation of repairs. Areas/Items not in the report or stated not observed/not applicable were not inspected, inaccessible, or otherwise totally disclaimed.

NO DESTRUCTIVE TESTING OF ANY KIND WILL BE PERFORMED. This includes water hose flood testing, chimney smoke test, heat exchanger gas tests, etc. Exceptions to the above with prior arrangement and permission from the property owners, These are exception tests and an appropriate quote will be given.

You have the right to a technologically exhaustive inspection of the property you are purchasing. This type of inspection requires 3 appointments including today's session. Other experts will be called in for additional analysis. Delivery of the finished report will be within 14 working days. Cost for this inspection will be \$3,000. Initial here to reject this additional service. _____ (Initial)

**** ARBITRATION CLAUSE ****

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and **BINDING** arbitration under the Rules and Procedures of the Expedited Arbitration of Building Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the award may be entered in any Court of Competent jurisdiction.

To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Engineers's/Engineering Company's and its officers', agents' or employees **LIMITATION OF LIABILITY** for errors or omissions in the inspection report is limited and fixed to a refund of the fee paid for the inspection and inspection report.

The fee for this inspection is: \$225.00 (Initial)X_____

Any legal action or proceeding of any kind, including those sounding in tort or contract, against the engineer/engineering company's and its officers', agents' or employees must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein.X_____ (Initial)

OUR FEES FOR THIS REPORT DO NOT INCLUDE CHECKING OR PERFORMING TESTS FOR THE FOLLOWING ITEMS OR CONDITION UNLESS OTHERWISE SPECIFICALLY INCLUDED IN WRITING:

1. Water/air quality. Toxic or allergic substances. **Asbestos, Radon, Pesticides, Urea Formaldehyde, etc.**
2. Items or condition which cannot be seen or which require disassembly or removal:
3. Inaccessible areas or areas likely to pose a hazard to the engineer.
4. Defects beneath or behind wall or floor coverings, etc.

THE FOLLOWING POTENTIALS/TESTS/INSPECTION/OPINIONS ARE NOT INCLUDED WITH THIS INSPECTION BUT ARE RECOMMENDED FOR A MORE ACCURATE ASSESSMENT OF A PRCHASE RISK. AN APPROPRIATE SPECIALIST SHOULD BE CONSULTED.

Geologic, site and soil analysis, slide, tremor, wind, flood, noise (cars, planes, etc.)
Underground piping or utilities or location, impediments, electrical fields, septic systems, water wells, etc.
Easements, covenants, restrictions, right of ways, etc. By City, Community, or Buildings Association.
Conformance to statutes, laws, codes, regulations, occupancy, suitability for a specific use, other property influences, etc.
Structural/durability analysis, wood destroying insects, pests, etc.
Water leakage and drainage test of any type. Roof, siding, outside faucets, underground & site drainage, etc.
Land, boundary surveys, site hazards, insurability, development potential, etc.
Expert Analysis: Electrical, heating/air conditioning, plumbing, waterproof, roofing, siding, glazing, painting, plastering/masonry, swimming pool, hot tub, security, fire protections, etc.

TIME IS MONEY

Return trips and re-inspections, follow-up reports and interpretations will be payable at the rate of \$150.00/hr (1 hour min.)

DEFINITION OF TERMS

GOOD – The term Good implies that the inspector has determined that the referenced item is either in better than expected condition or that the item is new or near new condition.
SATISFACTORY – The term Satisfactory implies that the inspector has determined that the referenced item is in functional condition or that the item is performing as intended. This term is relative to its age and current usage.
ATTENTION NEEDED – The Attention Needed implies that the referenced item needs some minor repairs or adjustment so that it will function as intended. This term takes into consideration the items age and current usage.
ACTION NECESSARY – The term Action Necessary implies that in order for the referenced item to perform as intended repair or replacement of some part of all of the item will be necessary. This term takes into consideration the items age and current usage.

By affixing my signature to this document, I acknowledge that I have read and understand the document and I agree to its terms and conditions.

 X

Client/Agent

Date

Allison, Amy

From: Cindy Lynch <dcryry@gmail.com>
Sent: Thursday, December 15, 2022 1:57 PM
To: Allison, Amy
Subject: Re: Whiskey Ridge Event Center

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.

Hi Amy,

To answer the questions requiring attention:

3. On a large wedding weekend we could expect 300 guests = 150 cars @ 2 persons per car. (150 in/ 150 out). We may have approximately 10 vender/staff vehicles. Assuming they will all arrive 1 per car (10 in/ 10 out) = 20 total. Approximately 320 trips in or out could be expected on large event days. This will not be a continuous flow of traffic throughout the day, but people arriving for a particular event and leaving when it's over.

4. We will get a report from a licensed engineer.

For the Public Work Comments:

1. The signs we will obtain will be small (2' x 3') and out of line of sight for drivers pulling into or out of either venue driveway.

Any other questions, please don't hesitate to ask.

Thank You,

On Thu, Dec 15, 2022 at 10:30 AM Voth, Krystal <KVoth@leavenworthcounty.gov> wrote:

Mrs. Lynch,

Good morning. Attached are a couple of outstanding comments from Mitch (engineering). I have cc'd Amy Allison on this email, as she will be taking over this case. If you have any questions, please direct them to Amy. Thank you and have a Merry Christmas!

Respectfully,

Sight Distance Check

The sight distance for the entrance to a proposed event center located at 19051 TONGANOXIE DR, Tonganoxie, KS 66086 was checked for conformance to AASHTO standards.

The entrance will be located on the west side of Tonganoxie Drive north of Laming Road. Tonganoxie Drive is classified as an arterial roadway with a posted speed limit of 55 mph.

A site visit was conducted on January 4, 2023 to field verify the actual sight distances at the entrance. The AASHTO requirements for sight distance are shown in the following exhibits.

Metric				US Customary			
Design speed (km/h)	Stopping sight distance (m)	Intersection sight distance for passenger cars		Design speed (mph)	Stopping sight distance (ft)	Intersection sight distance for passenger cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	41,7	45	15	80	165,4	170
30	35	62,6	65	20	115	220,5	225
40	50	83,4	85	25	155	275,6	280
50	65	104,3	105	30	200	330,8	335
60	85	125,1	130	35	250	385,9	390
70	105	146,0	150	40	305	441,0	445
80	130	166,8	170	45	360	496,1	500
90	160	187,7	190	50	425	551,3	555
100	185	208,5	210	55	495	606,4	610
110	220	229,4	230	60	570	661,5	665
120	250	250,2	255	65	645	716,6	720
130	285	271,1	275	70	730	771,8	775
				75	820	826,9	830
				80	910	882,0	885

Note: Intersection sight distance shown is for a stopped passenger car to turn left onto a two-lane highway with no median and grades 3 percent or less. For other conditions, the time gap must be adjusted and required sight distance recalculated.

Exhibit 9-55. Design Intersection Sight Distance—Case B1—Left Turn From Stop

Metric				US Customary			
Design speed (km/h)	Stopping sight distance (m)	Intersection sight distance for passenger cars		Design speed (mph)	Stopping sight distance (ft)	Intersection sight distance for passenger cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	36.1	40	15	80	143.3	145
30	35	54.2	55	20	115	191.1	195
40	50	72.3	75	25	155	238.9	240
50	65	90.4	95	30	200	286.7	290
60	85	108.4	110	35	250	334.4	335
70	105	126.5	130	40	305	382.2	385
80	130	144.6	145	45	360	430.0	430
90	160	162.6	165	50	425	477.8	480
100	185	180.7	185	55	495	525.5	530
110	220	198.8	200	60	570	573.3	575
120	250	216.8	220	65	645	621.1	625
130	285	234.9	235	70	730	668.9	670
				75	820	716.6	720
				80	910	764.4	765

Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or cross a two-lane highway with no median and grades 3 percent or less. For other conditions, the time gap must be adjusted and required sight distance recalculated.

Exhibit 9-58. Design Intersection Sight Distance—Case B2—Right Turn from Stop and Case B3—Crossing Maneuver

The sight distance at the entrance meets the AASHTO requirements. Vehicles turning left onto Tonganoxie Drive have an unobstructed view that extends south past Laming Road. For vehicles turning to the right, the view is unobstructed to the E Sycamore Street intersection.

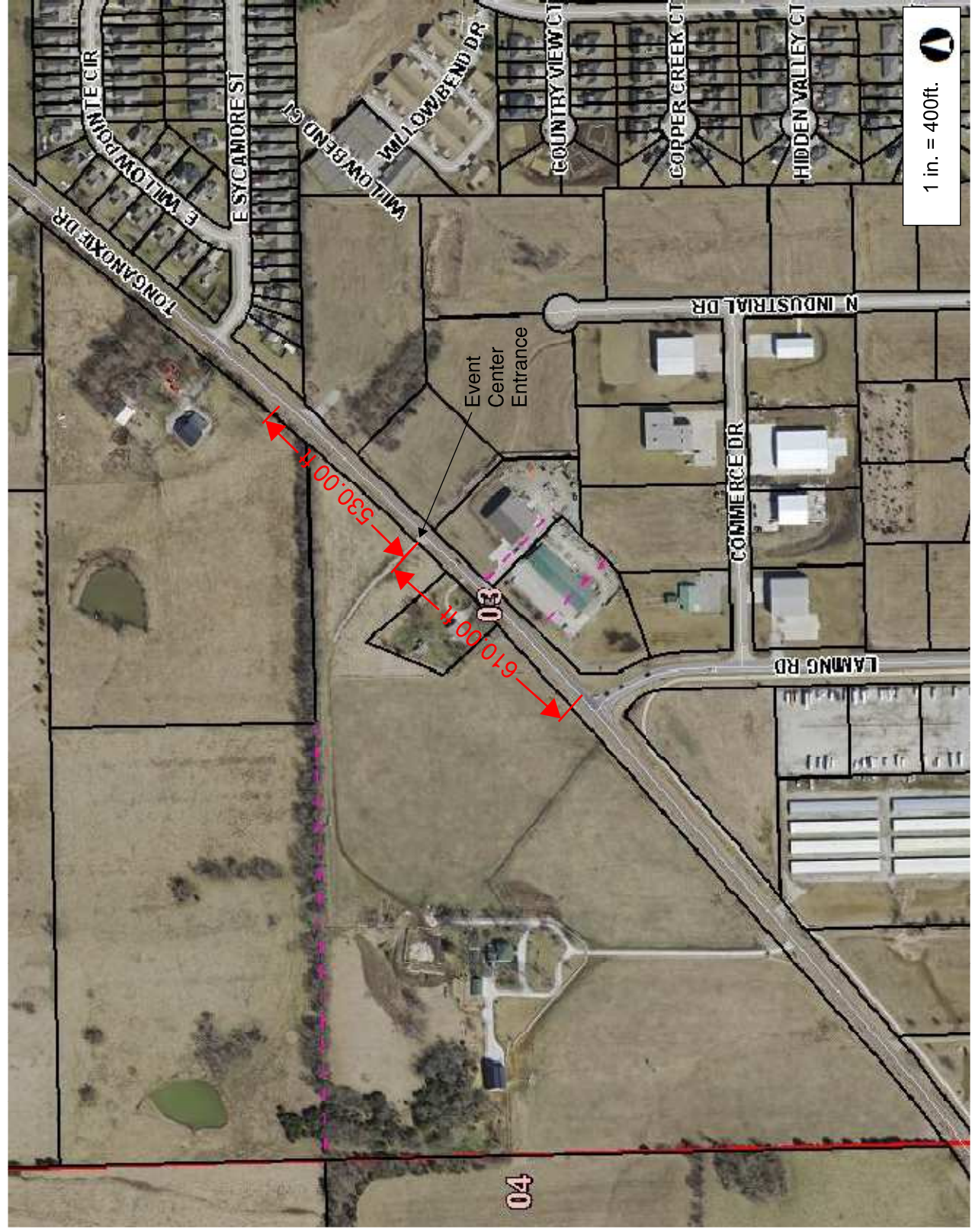


Leavenworth County, KS



- Legend**
- Lot Line
 - Parcel
 - Major Road
 - <all other values>
 - 70
 - Road
 - Railroad
 - Section
 - Section Boundaries
 - County Boundary

Notes



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 in. = 400ft.

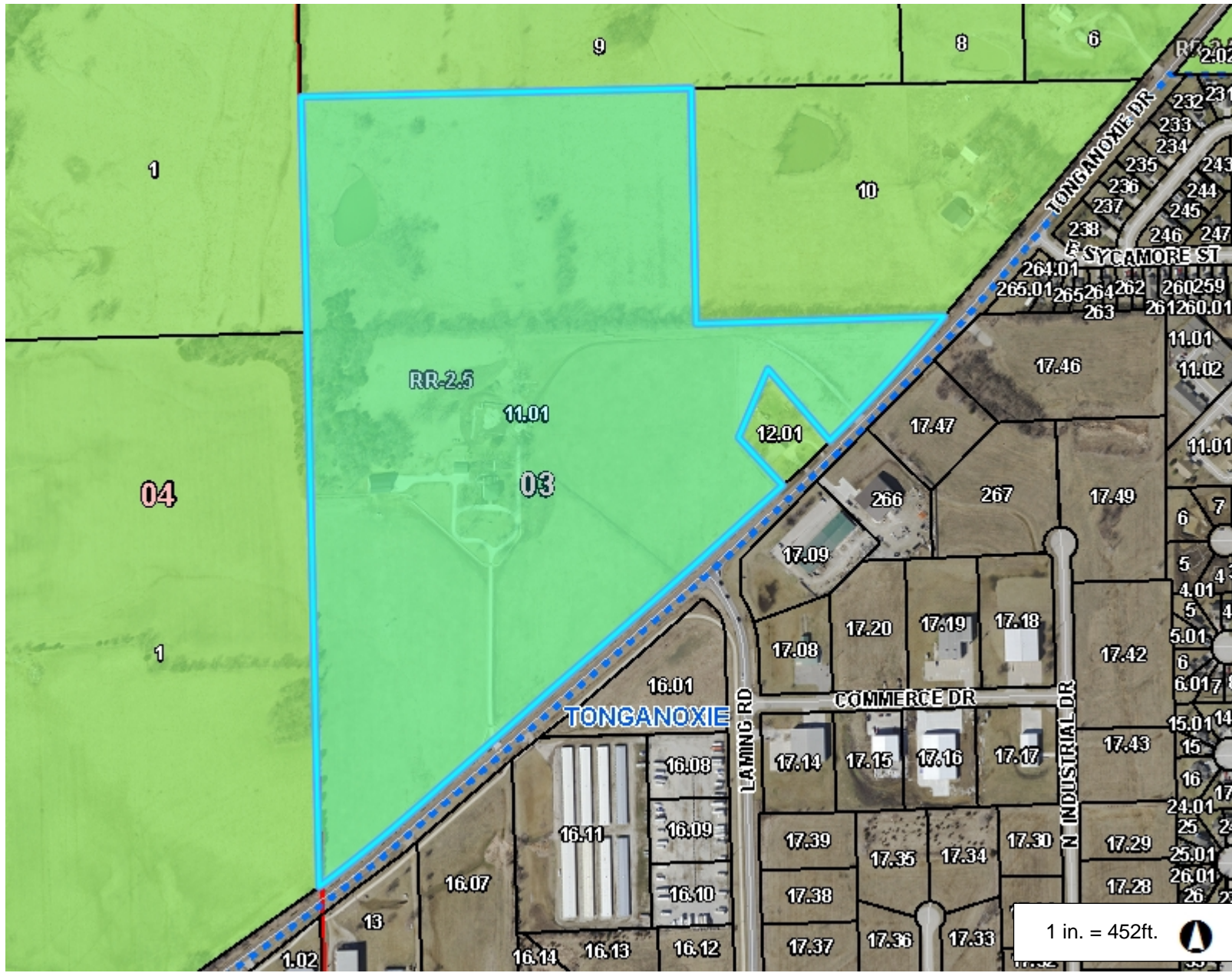
800.0





Laming Rd

DEV-22-155 Whiskey Ridge Event Center



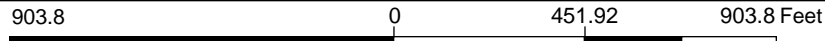
Legend

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

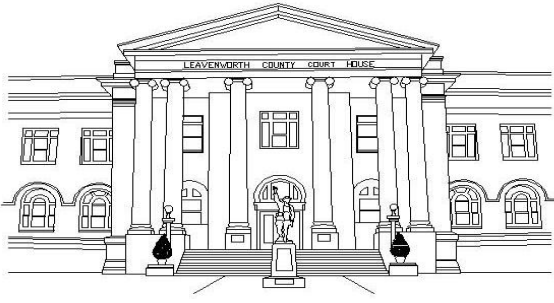
Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 in. = 452ft.



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

January 5, 2023

Whiskey Ridge SUP DEV-22-155 – Public Works Review

The Public Works Department have reviewed the following documents:

- 2022.11.10 SUP Application.
- 2022.11.10 Narrative.
- 2022.12.06 Additional SUP information to the County
- 2022.12.06 Parking Diagram
- 2022.12.15 Application Response
- 2023.01.05 Sight Distance Memo

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

Tonganoxie Rd. is a two-lane hard surfaced roadway.

County has reported the barn has been constructed under a separate permit.

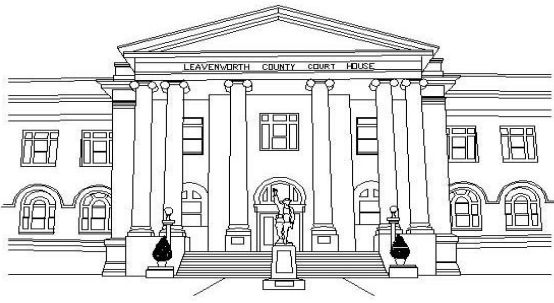
Comment Responses:

1. Olsson Comment (11.18.22): From the application, the venue can be rented for the day or weekend. Clarify if a weekend rental is expected to be like a conference/event where visitors are in and out often or is this (for example) a wedding party renting with one main event. Is traffic limited to an event or continual traffic to/from the site?

Applicant Response (12.06.22): We will have the venue available for rent during the week, but we don't expect this to be a normal occurrence. We may have a weekday event once per month. The majority of our events will be on weekends (Saturday/Sunday). Visitors will be entering the property for one main event.

Olsson Response (12.12.22): No further comment.

2. Olsson Comment (11.18.22): How many events are estimated per week? Are events expected during the weekday, specifically during the PM traffic peak hour (traffic entering/exiting between 4-6PM)?



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Applicant Response (12.06.22): We will have the venue available for rent during the week, but we don't expect this to be a normal occurrence. We may have a weekday event once per month. The majority of our events will be on weekends (Saturday/Sunday). Visitors will be entering the property for one main event. The venue is expected to have an event per week. This estimate is, of course, based on seasonal demand. Fewer events during extreme cold and hot months is the industry norm.

Olsson Response (12.12.22): No further comment.

3. Olsson Comment (11.18.22): Confirm expected trips. If the parking lot can support 150 vehicles, then expected trips would be 300 (150 in / 150 out). Confirm the assumed rider per vehicle, if the barn capacity is 300 people with 150 parking stalls, the narrative indicates 2 person per vehicle. Additionally consider support trips (event staff, catering, trash, and etc.). Support trips could involve commercial vehicles.

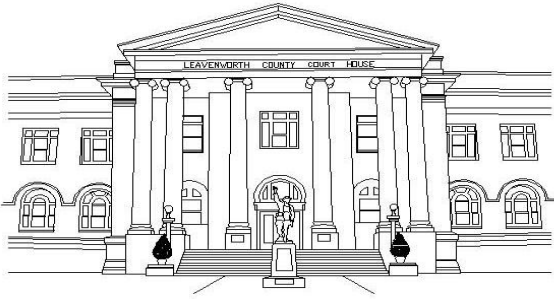
Applicant Response (12.06.22): After consideration, the parking lot will fit 180 cars to support guests and event staff. The bridal party will have access to the home on the property so they will park closer to the house. We will also have a fire lane next to the building to be used by emergency personnel.

Olsson Response (12.12.22): Applicant to provide an estimate of total number of trips (entering and exiting) expected for an event. Include the assumed riders per vehicle in the narrative. Define the estimated support vehicle trips including commercial vehicles. (ie - 100 person event center, 2 event attendees per vehicle = 50 entering/50 exiting = 100 total trips. 20 vendors/staff, 1 vendor/staff per vehicle = 20 entering/20 exiting = 40 trips. Total trips of 140)

Applicant Response (12.15.22): On a large wedding weekend we could expect 300 guests = 150 cars @ 2 persons per car. (150 in/ 150 out). We may have approximately 10 vender/staff vehicles. Assuming they will all arrive 1 per car (10 in/ 10 out) = 20 total. Approximately 320 trips in or out could be expected on large event days. This will not be a continuous flow of traffic throughout the day, but people arriving for a particular event and leaving when it's over.

Olsson Response (01.05.23): No further comment.

4. Olsson Comment (11.18.22): Confirm the drive width and approach apron to the public road. The drive appears to be 12 ft wide and would support one direction of travel. In a conference type event where traffic can be continual to/from the site, how will traffic from the barn to the public road be



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managed? The drive from the public road narrows quickly which doesn't allow for vehicles to queue on the driveway if a vehicle is approaching from the barn.

Applicant Response (12.06.22): The existing driveway to the north of the venue and home will be graveled to 20 ft wide to accommodate two-way traffic in and out of the main venue parking lot. We will not have a gate on that driveway.

Olsson Response (12.12.22): Event driveway was moved to a different entrance to the property. Applicant will have no gate at the entrance. Applicant to provide a sight distance memo for stopping sight distance and turning movements exiting the property by a professional engineer licensed in the State of Kansas.

Applicant Response (01.05.2023): Applicant submitted sight distance memo sealed by a Kansas Professional Engineer.

Olsson Response (01.05.2023): No further comment.

5. Olsson Comment (11.18.22): It appears the property is gated. Is there any guidance from fire/emergency services regarding how the gate should operate during an event.

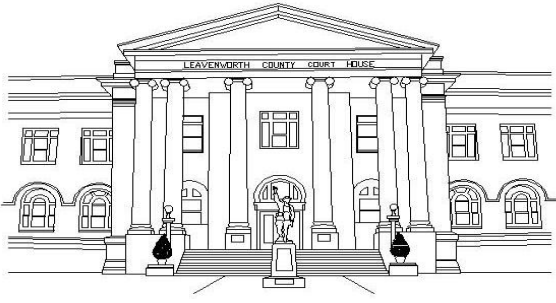
Applicant Response (12.06.22): The existing gate will remain open when the property is occupied.

Olsson Response (12.12.22): Event driveway was moved to a different entrance to the property. Applicant will have no gate at the entrance. Entrance with gate at original location will remain open when property is occupied. No further comment.

6. Olsson Comment (11.18.22): Provide a layout of planned onsite parking. Layout should include a scale of parking area for guests. Layout should include appropriate stall sizes for all types of vehicles and drive aisles to/from parking to the public roadway. Layout can be on a LVCO GIS aerial map. Typically parking stalls are 20 ft x 10 ft and parking lot aisles widths are 24 ft wide.

Applicant Response (12.06.22): Please see aerial maps of parking.

Olsson Response (12.18.22): No further comment.



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Public Work Comments:

1. Application states a proposed sign. Any signage should be placed such that it does not restrict sight distance for the drive. Sign permit shall be obtained prior to construction of the sign (if required).
2. Recommended condition to the SUP: Existing gate to be open when property is being utilized for an allowed special use.

Voth, Krystal

From: Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>
Sent: Thursday, November 17, 2022 1:47 PM
To: Voth, Krystal
Subject: Re: DEV-22-155 SUP Request for Whiskey Ridge Event Center

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Krystal, in response to DEV-22-155 Whiskey Ridge Event Center

Rural Water District 9 is unable to support fire flow to this location with the existing water supply facilities. A 2-inch PVC pipeline currently serves this property. Fire flows of 500 gpm could be provided following the construction of approximately 4,000 feet of 8-inch pipe that would be at the expense of the owner. Alternatively, the property owner could fill a large storage tank at a slow rate over several days, to be utilized for the required fire flow volume. This storage tank would need to be isolated from the water district pipeline through a reduced pressure zone (RPZ) backflow preventer. The cost of the storage tank, backflow preventer, and pumping (if needed) would be at the cost of the landowner; and would be owned and operated by the landowner.

On Thu, Nov 10, 2022 at 9:42 AM Voth, Krystal <KVoth@leavenworthcounty.gov> wrote:

Good morning. We have received an application for an event center located at 19051 Tonganoxie Drive. The BOCC approved this request in 2020. However, the applicant did not provide all necessary items and did not begin building until this year. Therefore, the permit expired and a new SUP is required. Please review the provided documents and provide any comments/concerns by Wednesday, November 23, 2022. If you have any questions, please do not hesitate to reach out.

Staff specifically has the following questions:

1. Is this building required to meet State Fire Code?
 - a. If so, what documentation will be required to prove the code is being met
2. Can the water district provide enough water for fire hydrants/sprinkler system?

Respectfully,

Krystal A. Voth, CFM

Director

Planning & Zoning

Leavenworth County

MEMO

To: Krystal Voth
From: Chuck Magaha
Subject: Event Center Whiskey Ridge
Date: January 6, 2023

Krystal, thank you for the opportunity in review the recent special use permit submitted by Dan and Cindy Lynch for an event center on their property. The suggestion I have would be the requirement of a contingent plan for the applicant in all hazard planning pertaining to their facility. The center would be responsible to provide safe shelter in the event of dangerous weather or other emergencies as they have provided some details of the location in the existing site. The applicant needs to consider fire protection, IE. Escape routes posted, notification procedures and emergency contacts to be posted throughout the facilities. The applicant needs to be able to address the public during severe weather, sheltering in the event of tornados or high winds or flood. An all hazard weather radio needs to be placed in the facility and monitored for impending alerts that may affect the area. Smoke detectors placed throughout the gathering points of the center. A sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. I would like to see a Fire Hydrant placed at the base of the land owners driveway along Tonganoxie Drive for fire suppression on a 6" water line. I have no further comments to make at this time.

Allison, Amy

From: Voth, Krystal
Sent: Monday, December 5, 2022 3:23 PM
To: Allison, Amy
Subject: FW: Letter please

From: Mark Billquist <stfdchief1760@gmail.com>
Sent: Sunday, November 27, 2022 11:54 AM
To: Voth, Krystal <KVoth@leavenworthcounty.gov>; Voth, Krystal <KVoth@leavenworthcounty.org>
Cc: Cindy Lynch <dcrory@gmail.com>; Jordyn Lynch <jordynlynch05@gmail.com>; Dan Lynch <danlynch@lynchresidential.com>; Bert Dunham <dunham4bert@gmail.com>
Subject: Re: Letter please

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Krystal,

Stranger Township Assistant Chief Bert Dunham and I met with Dan Lynch and his wife on Friday, November 25 at the Whiskey Ridge facility that is under construction near Tonganoxie. It is an impressive facility that Dan and his wife have put a large amount of thought and planning into as far as access and safety. I am providing my opinion as the Stranger Township Fire Chief who will be responding to any incident at this facility.

After some research, I believe that this facility can be classified as a Group A-3, Assembly Occupancy which the International Building Code states that an automatic sprinkler system shall be provided for all fire areas of Group A-3 occupancies where one of the following conditions exists:

- 1) The fire area exceeds 12,000 square feet,
- 2) The fire area has an occupant load of 300 or more, or
- 3) The fire area is located on a floor other than a level of exit discharge serving such occupancies.

The Whiskey Ridge facility has a main ballroom area of about 10,000 square feet and has up to seven exit discharge openings. I don't believe that the added requirement of a sprinkler system is required. I would recommend, but not require, a sprinkler system be installed but understand the financial burden this would cause.

The Leavenworth County Commissioners did not provide for a building inspector when they adopted the building codes nor have I seen where inspection duties had been tasked to the Kansas State Fire Marshal, who typically inspect only school and health care facilities. Mr. Lynch wants the property to be safe for people to use but also does not want to be unfairly pushed to do things others have not been made to do. The water districts have been resistant to installing fire hydrants in the past. It seems that we need to create a solution that allows the accommodation of the safety of the patrons and yet allow the venue to operate as others have been able to do in Leavenworth County. Dan is willing to add a fire lane that will allow for emergency vehicles to approach the building without impeding access.

I have suggested Dan focus on notification, exit egress, and fire department access to provide the best compromise for the safety of the future patrons of the facility. He has said that he will have the building built with all the smoke detectors, fire exit lighting, and emergency lighting necessary to ensure the safety of his patrons. I expect that your

office will also require documentation from a licensed engineer or architect confirming the building meets or exceeds the 2006 International Building Code.

Let me know if you have any additional questions or concerns.

Mark Billquist

Stranger Township Fire Chief

Midwest Regional Treasurer 10-33 Foundation

[913-369-0510](tel:913-369-0510) mobile

stfdchief1760@gmail.com

RESOLUTION 2023-04

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an Event Center – Whiskey Ridge on the following described property:

A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas more commonly known as 19051 Tonganoxie Drive.

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 8th day of November, 2022, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 11th day of January, 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 1st day of February, 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 1st day of February, 2023, and incorporated herein by reference;

That Case No. DEV-22-155, Special Use Permit for an Event Center – Whiskey Ridge approved subject to the following conditions:

1. Events shall be limited to the hours of 8:00 AM until 11:00 PM. All business operations shall cease by 12:00 AM.
2. A commercial building permit must be filed and approved for the agricultural building.
3. An Engineering Report must be submitted verifying that the agricultural structure meets the 2006 Commercial Building Codes, including fire suppression.
4. The SUP shall be limited to four full-time employees and unlimited seasonal employees.
5. The applicant shall submit an approved NOI & SWPPP from the Kansas Department of Health and Environment Bureau of Water.
6. An engineered on-site waste water treatment system is required or authorization from a licensed engineer that the existing system is compatible with the proposed use and acceptance by the Kansas Department of Health and Environment.

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. This SUP shall be limited to the Narrative and accompanying documents dated November 8, 2022, December 6, 2022 (received), December 15, 2022 and January 5, 2023 (received) submitted with this application.
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.
11. Any noise generated from the proposed business shall be limited to 60 dB, as measured from the property line.
12. Any light generated from the proposed business shall be limited to 0 foot-candles, as measured from the property line.
13. No outdoor storage of materials shall be allowed.
14. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
15. The developer must comply with the following memorandums:
 - a. Email – Karen Armstrong, RWD 9, dated November 17, 2022
 - b. Email – Mark Billquist, Stranger FD, dated November 27, 2022
 - c. Memo – Mitch Pleak, Olsson, dated January 5, 2023
16. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
17. After approval of this SUP by the Board of County Commissioners all conditions listed shall be adhered to and required documents shall be provided to the Planning and Zoning Office before the Special Use Permit shall take effect.

located in Section 3, Township 11 South, Range 21, also known as 19051 Tonganoxie Drive, parcel no. 192-03-0-00-00-011.01 in Leavenworth County, Kansas.

Adopted this 1st day of February, 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