

Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue to view the meeting live via YouTube.

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

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
March 23, 2022
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. Review of Resolution 2019-10, special use permit for Flatlands (con't from 3/16/22)
- V. 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.
- VI. ADMINISTRATIVE BUSINESS:
 - a) Request for dumpster for Trinity Lutheran Church cleanup
- VII. 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 March 16, 2022
- b) Approval of the schedule for the week March 28, 2022
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve KDOT local bridge grant for Bridge E-48
- f) Approve Case Number DEV-22-011 & 012 Preliminary and Final Plat for H&L Valley
- g) Approve Case Number DEV-22-005 & 006 Preliminary and Final Plat for Teton Acres
- h) Approve Case Number DEV-22-009 & 010 Preliminary and Final Plat for Downing Acres

VIII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the recommendations for allocations to the Leavenworth County-Cities Drug and Alcohol Abuse Council Recommendations.
- b) Consider a motion to approve the supplemental for additional design and construction inspection work for the 158th Street Road Improvement Project by MHS in an amount not to exceed \$40,667.92.
- c) Consider a motion to accept bid from Dondlinger for the F-46 bridge replacement project in an amount not to exceed \$710,338.00.
- d) Consider a motion to match Community Corrections FY23 pay plan to the OJA pay plan.

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

X. ADDITIONAL PUBLIC COMMENT IF NEEDED

ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 21, 2022

Tuesday, March 22, 2022

8:00 a.m. Workforce Partnership meeting via Zoom

12:00 p.m. MARC meeting via Zoom

Wednesday, March 23, 2022

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

Thursday, March 24, 2022

Friday, March 25, 2022

12:00 p.m. Leavenworth/Lansing Chamber of Commerce
• Fairfield Inn, 1101 N 4th St., Leavenworth, 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

*****March 16, 2022*****

The Board of County Commissioners met in a regular session on Wednesday, March 16, 2022. Commissioner Mike Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Doug Smith are present; Commissioner Stieben is present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Aaron Yoakam, Buildings and Grounds Director; John Richmeier, Leavenworth Times

Residents: AW Himpel, John Matthews

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Kaaz indicated Tonganoxie has received a \$1.5 million-dollar rescue land grant through the Department of Commerce for the water tower.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, March 16, 2022 as presented.

Motion passed, 5-0.

Bill Noll requested to award bid to Dondlinger's Construction for the E-18 bridge replacement project.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the bid from Dondlinger for bridge E-18 replacement project in an amount not to exceed \$1,061,966.80.

Motion passed, 5-0.

Aaron Yoakam requested to award bid to Sands Construction for the remodel of the K-State Extension area of the Cushing Building.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to award bid to Sands Construction for the K-State Extension remodel at the Cushing Building not to exceed the amount of \$690,000.00.

Motion passed, 5-0.

David Van Parys requested to remove the 10:30 a.m. agenda item for the County Board of Health.

Commissioner Kaaz attended the Port Authority meeting indicating Chris Donnelly will be the new chairman and Doug Schimke as vice chair. She will also attend two NEK-CAP meetings tomorrow.

The Commissioners will be participating in the St. Patrick's Day parade tomorrow.

Commissioner Doug Smith attended the Basehor City Council meeting last week.

Commissioner Stieben attended the State Republican convention.

Commissioner Culbertson attended the Leavenworth City Commission meeting. He reported House Bill 2606 is still circulating in Topeka but no final vote as been taken. The bill would rescind previous law that passed to not pay the LAVTR funds back to the county.

The Board adjourned until 10:00 a.m. to review Resolution 2019-10, a special use permit for Flatlands C&D landfill.

The Board reconvened at 10:00 a.m.

Residents in attendance: Christy Britz, Shawn Britz, Mason Britz, Gary Green, Brandon Willis, Mason Pauge, Bruce Britz, Anthony Goff, Lloyd Crook, Karen Crook, David Hennessey, John Wagner, Sharon Wagner, Ashley Richter, Howard Crook, Jeremy Crook, Angel Keller, Greg List, Kara Luginbill, Tammy Jones, Kent Edmonds, Derrick Fee

Krystal Voth and David Van Parys presented a brief overview that outlines the general issues with regards to the special use permit for Flatlands.

Residents Greg List, Howard Crook, Brandon Willis, Tammy Jones, Sharon Wagner, John Wagner, Mike Goetz, Derrick Fee, Ashlee Richter and Ross Boden, attorney for Flatlands all commented.

The Board recessed until 11:20 a.m. due to Mr. Van Parys' appearance needed in District Court for a hearing.

The Board reconvened at 11:20 a.m.

The Board recessed until 11:30 a.m. due to Mr. Van Parys still at hearing in District Court.

The Board reconvened at 11:30 a.m.

The Board recessed until 11:45 a.m. due to Mr. Van Parys still at hearing in District Court.

The Board reconvened at 11:45 a.m.

Ross Boden, attorney for Flatlands continued public comment.

Commissioner Jeff Culbertson read a statement pertaining to the history of the landfill and issues that he has discussed with the business owners.

Mr. Van Parys discussed possible options with the Board.

Christy Britz, owner of Flatland commented.

A motion was made by Commissioner Culbertson that following the approval process we ask Planning and Zoning to start the rescinding of the special use permit for Flatlands.

Motion dies for lack of a second.

A motion was made by Commissioner Stieben and seconded by Commissioner Kaaz to recess the hearing until next week to give opportunity for the parties to communicate and report back at the hearing and reconvene next week.

The Board set the time for the hearing at 9:00 a.m.

Motion passed, 4-1, Commissioner Culbertson voting nay.

*A motion was made by Commissioner Kaaz and seconded by Commissioner Doug Smith to adjourn.
Motion passed, 4-0. Commissioner Stieben did not vote.*

The Board adjourned at 1:00 p.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 28, 2022

Tuesday, March 29, 2022

Wednesday, March 30, 2022

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

Thursday, March 31, 2022

Friday, April 1, 2022

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER		CHECK#					
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	326559	97526 AP	03/18/2022	2-001-5-13-271	INV 19504 FEBRUARY AUTOPSIES E	42.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	326559	97526 AP	03/18/2022	2-001-5-13-271	INV 19504 FEBRUARY AUTOPSIES E	42.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	326559	97526 AP	03/18/2022	2-001-5-13-271	INV 19504 FEBRUARY AUTOPSIES E	26.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	326559	97526 AP	03/18/2022	2-001-5-13-271	INV 19504 FEBRUARY AUTOPSIES E	26.00	
*** VENDOR								5824 TOTAL	23,636.00
971	GALLS	GALLS	326560	97527 AP	03/18/2022	2-001-5-07-350	5289255 LV SHERIFF UNIFORMS	167.00	
971	GALLS	GALLS	326560	97527 AP	03/18/2022	2-001-5-07-350	5289255 LV SHERIFF UNIFORMS	93.58	
971	GALLS	GALLS	326560	97527 AP	03/18/2022	2-001-5-07-350	5289255 LV SHERIFF UNIFORMS	10.00	
971	GALLS	GALLS	326560	97527 AP	03/18/2022	2-001-5-07-350	5289255 LV SHERIFF UNIFORMS	98.00	
971	GALLS	GALLS	326560	97527 AP	03/18/2022	2-001-5-07-350	5289255 LV SHERIFF UNIFORMS	385.00	
*** VENDOR								971 TOTAL	753.58
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	326561	97528 AP	03/18/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
27	HEALTH DEPT	LEAV CO HEALTH DEPT	326452	97420 AP	03/17/2022	2-001-5-05-285	EMS - IMMUNIZATIONS	70.00	
27	HEALTH DEPT	LEAV CO HEALTH DEPT	326452	97420 AP	03/17/2022	2-001-5-31-290	B&G IMMUNIZATIONS (2 EMPLOYEES	210.00	
*** VENDOR								27 TOTAL	280.00
99	JUROR		326454	97422 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326455	97423 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326455	97423 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	24.57	
99	JUROR		326456	97424 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326457	97425 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326457	97425 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	10.53	
99	JUROR		326458	97426 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326458	97426 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	15.21	
99	JUROR		326459	97427 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326459	97427 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	23.40	
99	JUROR		326460	97428 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326460	97428 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	22.23	
99	JUROR		326461	97429 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326462	97430 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326463	97431 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326464	97432 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
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99	JUROR		326465	97433 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	18.72	
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99	JUROR		326474	97442 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	8.19	
99	JUROR		326475	97443 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	
99	JUROR		326475	97443 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	9.36	
99	JUROR		326476	97444 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY	25.00	

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					
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99	JUROR	326478	97446 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		16.38
99	JUROR	326479	97447 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326479	97447 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		16.38
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99	JUROR	326489	97457 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		24.57
99	JUROR	326490	97458 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326491	97459 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326492	97460 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326494	97462 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326494	97462 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		22.23
99	JUROR	326495	97463 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326495	97463 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		23.40
99	JUROR	326496	97464 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326496	97464 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		28.08
99	JUROR	326497	97465 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326498	97466 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326503	97471 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326504	97472 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326505	97473 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					
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99	JUROR	326506	97474 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
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99	JUROR	326507	97475 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		5.85
99	JUROR	326508	97476 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326509	97477 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326509	97477 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		24.57
99	JUROR	326510	97478 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326510	97478 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		15.21
99	JUROR	326511	97479 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326512	97480 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326513	97481 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326514	97482 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		4.68
99	JUROR	326514	97482 AP	03/17/2022	2-001-5-19-205	\$25+MILEAGE TO LEAV CITY		25.00
99	JUROR	326562	97529 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326562	97529 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		60.84
99	JUROR	326563	97530 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326563	97530 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		35.10
99	JUROR	326564	97531 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326564	97531 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		31.59
99	JUROR	326565	97532 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326566	97533 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326566	97533 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		22.23
99	JUROR	326567	97534 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326567	97534 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		4.68
99	JUROR	326568	97535 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326568	97535 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		14.04
99	JUROR	326569	97536 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326569	97536 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		31.59
99	JUROR	326570	97537 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326571	97538 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326572	97539 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326572	97539 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326573	97540 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326573	97540 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		9.36
99	JUROR	326574	97541 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326574	97541 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326575	97542 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326575	97542 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		8.19
99	JUROR	326576	97543 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326576	97543 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		7.02
99	JUROR	326577	97544 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326578	97545 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326578	97545 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326579	97546 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326580	97547 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326580	97547 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		21.06
99	JUROR	326581	97548 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326582	97549 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326583	97550 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326583	97550 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57
99	JUROR	326584	97551 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					
99	JUROR	326584	97551 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		11.70
99	JUROR	326585	97552 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326586	97553 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326586	97553 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		28.08
99	JUROR	326587	97554 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326587	97554 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57
99	JUROR	326588	97555 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326588	97555 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		29.25
99	JUROR	326589	97556 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326589	97556 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		12.87
99	JUROR	326590	97557 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326590	97557 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		19.89
99	JUROR	326591	97558 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326591	97558 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		4.68
99	JUROR	326592	97559 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326592	97559 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326593	97560 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326593	97560 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		8.19
99	JUROR	326594	97561 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326595	97562 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326595	97562 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326596	97563 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326596	97563 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326597	97564 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326597	97564 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		32.76
99	JUROR	326598	97565 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326598	97565 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326599	97566 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326599	97566 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		8.19
99	JUROR	326600	97567 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326600	97567 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		9.36
99	JUROR	326601	97568 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326601	97568 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		7.02
99	JUROR	326602	97569 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326602	97569 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57
99	JUROR	326603	97570 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326604	97571 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326605	97572 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326605	97572 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		21.06
99	JUROR	326606	97573 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326606	97573 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326607	97574 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326607	97574 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326608	97575 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326608	97575 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326609	97576 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326610	97577 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326610	97577 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		18.72
99	JUROR	326611	97578 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326611	97578 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326612	97579 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326612	97579 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		6.44

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					
99	JUROR	326613	97580 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326613	97580 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		7.02
99	JUROR	326614	97581 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326614	97581 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		23.40
99	JUROR	326615	97582 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326615	97582 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326616	97583 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326617	97584 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326617	97584 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		15.21
99	JUROR	326618	97585 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326618	97585 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		16.38
99	JUROR	326619	97586 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326619	97586 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		11.70
99	JUROR	326620	97587 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326621	97588 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326621	97588 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		29.25
99	JUROR	326622	97589 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326623	97590 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326623	97590 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326624	97591 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326624	97591 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		10.53
99	JUROR	326625	97592 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326626	97593 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326626	97593 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		23.40
99	JUROR	326627	97594 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326627	97594 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		37.44
99	JUROR	326628	97595 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326628	97595 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		21.06
99	JUROR	326629	97596 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326629	97596 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57
99	JUROR	326630	97597 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326631	97598 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326631	97598 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57
99	JUROR	326632	97599 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326632	97599 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		10.53
99	JUROR	326633	97600 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326634	97601 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326635	97602 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326635	97602 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		18.72
99	JUROR	326636	97603 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326636	97603 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		17.55
99	JUROR	326637	97604 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326637	97604 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		5.85
99	JUROR	326638	97605 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326639	97606 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326640	97607 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326641	97608 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326641	97608 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		4.68
99	JUROR	326642	97609 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		25.00
99	JUROR	326643	97610 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		50.00
99	JUROR	326643	97610 AP	03/18/2022	2-001-5-19-205	FEE+ MILEAGE TO LEAV CITY		24.57

*** VENDOR

99 TOTAL

5,874.43

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#								
6636	KANSAS GAS	KANSAS GAS SERVICE	326515	97483 AP	03/17/2022	2-001-5-05-215	510614745	2015657	27	GAS TRANS	278.08
26400	KANSAS GAS	KANSAS GAS SERVICE	326516	97484 AP	03/17/2022	2-001-5-14-220	510614745	1628631	73	GAS TRANS	906.41
26400	KANSAS GAS	KANSAS GAS SERVICE	326516	97484 AP	03/17/2022	2-001-5-32-392	510614745	1628631	73	GAS TRANS	1,673.15
26400	KANSAS GAS	KANSAS GAS SERVICE	326516	97484 AP	03/17/2022	2-001-5-33-392	510614745	1562996	18	GAS TRANS	971.97
26400	KANSAS GAS	KANSAS GAS SERVICE	326516	97484 AP	03/17/2022	2-001-5-33-392	510614745	1562996	18	GAS TRANS	157.87
									*** VENDOR	26400 TOTAL	3,709.40
3197	KLM	KANSAS ASSOC OF CITY/COUNTY MA	326644	97611 AP	03/18/2022	2-001-5-01-203	2022 FULL KACM DUES				300.00
30	KOHL FRANK	FRANK E KOHL	326645	97612 AP	03/18/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY				3,000.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	326519	97487 AP	03/17/2022	2-001-5-19-301	DIST CT CSO COPIER DRUM				89.86
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	326519	97487 AP	03/17/2022	2-001-5-19-301	DIST CT CLERK - PRINTER STANDS				556.24
									*** VENDOR	4755 TOTAL	646.10
537	LEAV TIMES	CHERRYROAD MEDIA INC	326520	97488 AP	03/17/2022	2-001-5-19-217	24156 DIST CT LEGAL NOTICE 201				40.34
537	LEAV TIMES	CHERRYROAD MEDIA INC	326520	97488 AP	03/17/2022	2-001-5-19-217	24156 DIST CT LEGAL NOTICE 201				45.54
									*** VENDOR	537 TOTAL	85.88
1492	LEE CLINTON	CLINTON W LEE	326646	97613 AP	03/18/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY				3,000.00
8	MAIL SERVICES	MAIL SERVICES LLC	326647	97614 AP	03/18/2022	2-001-5-41-302	LE2838 MAILING & POSTAGE FOR 2				16,415.60
1991	MARC	MID-AMERICA REGIONAL COUNCIL	326522	97490 AP	03/17/2022	2-001-5-14-203	LEAVCOLOCALDUES 2022 DUES,RHSC				15,559.00
1991	MARC	MID-AMERICA REGIONAL COUNCIL	326522	97490 AP	03/17/2022	2-001-5-14-203	LEAVCOLOCALDUES 2022 DUES,RHSC				3,894.00
1991	MARC	MID-AMERICA REGIONAL COUNCIL	326522	97490 AP	03/17/2022	2-001-5-14-203	LEAVCOLOCALDUES 2022 DUES,RHSC				4,325.00
									*** VENDOR	1991 TOTAL	23,778.00
2666	MISC REIMBURSEMENTS	CHRISTOPHER LYON	326650	97617 AP	03/18/2022	2-001-5-11-211	MILEAGE FOR SPEC PROSECUTION -				45.75
803	NOXIOUS WE	LEAV CO NOXIOUS WEED DEPT	326524	97492 AP	03/17/2022	2-001-5-32-391	BIULDINGS & GROUNDS - LAWN MAI				740.50
196	OLSSON	OLSSON, INC	326525	97493 AP	03/17/2022	2-001-5-06-206	019-28310 OLSSON SERVICES-PLAN				2,400.00
490	POOR RICH	POOR RICHARDS	326651	97618 AP	03/18/2022	2-001-5-19-301	DIST CT CLERK - JURY BOOKLETS				1,170.00
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-301	8333027 JAIL, JANITORIAL, OFFICE				123.15
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-301	8333027 JAIL, JANITORIAL, OFFICE				3.20
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-301	8333027 JAIL, JANITORIAL, OFFICE				119.04
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-301	8333027 JAIL, JANITORIAL, OFFICE				3.82
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-301	8333027 JAIL, JANITORIAL, OFFICE				4.14
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-355	8333027 JAIL, JANITORIAL, OFFICE				20.06
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-001-5-07-359	8333027 JAIL, JANITORIAL, OFFICE				477.48
7098	QUILL CORP	QUILL CORP	326526	97494 AP	03/17/2022	2-001-5-28-301	5643954 KITCHEN SUPPLIES, ENVE				61.27
									*** VENDOR	7098 TOTAL	812.16
14	REFLECTIONS MEMORIAL	REFLECTIONS MEMORIAL SERVICES	326656	97623 AP	03/18/2022	2-001-5-13-215	INDIGENT CREMATION FEES				775.00
103	RESTITUTIO	LEAV CO TREASURER	326657	97624 AP	03/18/2022	2-001-5-11-502	RESTITUTION				375.00
103	RESTITUTIO	CHARLES LOHMAN	326658	97625 AP	03/18/2022	2-001-5-11-502	RESTITUTION				440.00
103	RESTITUTIO	SPEEDWAY AUTO	326659	97626 AP	03/18/2022	2-001-5-11-502	RESTITUTION				455.39
									*** VENDOR	103 TOTAL	1,270.39
1888	RIOUX, BENJAMIN JAMES	BENJAMIN JAMES RIOUX	326660	97627 AP	03/18/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY				3,000.00
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-07-213	SHERIFF, JAIL, EOC				8,028.80
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-07-213	SHERIFF, JAIL, EOC				353.84
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-14-332	SHERIFF, JAIL, EOC				4,126.46
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-14-332	SHERIFF, JAIL, EOC				500.26
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-14-333	BG FEB FUEL				167.08
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-14-333	BG FEB FUEL				138.07
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-53-308	NOX WEED				272.68
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-001-5-53-308	NOX WEED				1,053.00
									*** VENDOR	458 TOTAL	14,640.19
29720	SCHWINN EL	SCHWINN ELECTRIC	326661	97628 AP	03/18/2022	2-001-5-32-209	JUSTICE CENTER PIPE, WIRE, FITTI				750.00
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	326528	97496 AP	03/17/2022	2-001-5-32-280	JC OFFICE LOCATIONS, FIRST ONE				1,869.32
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	326528	97496 AP	03/17/2022	2-001-5-32-280	JC OFFICE LOCATIONS, FIRST ONE				4,819.60
									*** VENDOR	1717 TOTAL	6,688.92

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	326531	97499 AP	03/17/2022	2-001-5-33-392	413714 GAS SERVICE CUSHING BUI	5,165.60	
261	TELEFLEX	TELEFLEX FUNDING LLC	326662	97629 AP	03/18/2022	2-001-5-05-381	1239536 EZ-IO NEEDLES (EMS)	1,115.50	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	326663	97630 AP	03/18/2022	2-001-5-11-210	1000590171 WEST INFORMATION CH	789.85	
22972	TRANSFER STATION	TRANSFER STATION	326532	97500 AP	03/17/2022	2-001-5-32-297	ACCT 158 STANDARD WASTE (JC)	15.00	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	326664	97631 AP	03/18/2022	2-001-5-19-214	100492 FILE RETRIEVAL AND PALL	247.38	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-01-302	FEBRUARY POSTAGE BOCC/TAX SALE	27.19	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-02-302	FEB POSTAGE CLERK,HR,ELECTION,	2.32	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-03-302	FEB POSTAGE CO TREASURER	872.91	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-04-302	FEB POSTAGE REG OF DEEDS	2.42	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-05-302	FEB POSTAGE - EMS	409.29	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-06-302	FEB POSTAGE PLANNING/ZONING	4.77	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-07-302	SHERIFF FEB POSTAGE	278.70	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-09-232	FEBRUARY POSTAGE BOCC/TAX SALE	10.75	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-11-302	CO ATTY FEB POSTAGE	434.60	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-14-302	FEB POSTAGE CLERK,HR,ELECTION,	34.44	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-19-302	FEB POSTAGE - DISTRICT COURT	1,293.80	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-28-302	FEB POSTAGE CLERK,HR,ELECTION,	134.58	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-41-302	FEB POSTAGE APPRAISER, ADDRESS	536.25	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-41-302	FEB POSTAGE APPRAISER, ADDRESS	34.17	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-001-5-49-302	FEB POSTAGE CLERK,HR,ELECTION,	209.38	
							*** VENDOR	575 TOTAL	4,285.57
2	WATER DEPT	WATER DEPT	326534	97502 AP	03/17/2022	2-001-5-05-215	WATER SVC EMS 9103	50.73	
100	WITNESS LIST		326535	97503 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	25.00	
100	WITNESS LIST		326535	97503 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	35.69	
100	WITNESS LIST		326536	97504 AP	03/17/2022	2-001-5-14-221	DIST COURT VOUCHER 77	25.00	
100	WITNESS LIST		326537	97505 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	25.00	
100	WITNESS LIST		326537	97505 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	25.16	
100	WITNESS LIST		326538	97506 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	25.00	
100	WITNESS LIST		326538	97506 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	43.56	
100	WITNESS LIST		326539	97507 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	25.00	
100	WITNESS LIST		326539	97507 AP	03/17/2022	2-001-5-14-221	DIST CT VOUCHER 77	63.84	
100	WITNESS LIST		326665	97632 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326666	97633 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326666	97633 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	8.78	
100	WITNESS LIST		326667	97634 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326668	97635 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326669	97636 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326670	97637 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326670	97637 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	40.95	
100	WITNESS LIST		326671	97638 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326672	97639 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326673	97640 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
100	WITNESS LIST		326674	97641 AP	03/18/2022	2-001-5-14-221	DIST CT VOUCHER 86	25.00	
							*** VENDOR	100 TOTAL	592.98
							TOTAL FUND 001		193,409.81
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-108-5-00-302	FEB POSTAGE-HEALTH DEPT	129.32	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-108-5-00-606	FEB POSTAGE-HEALTH DEPT	135.57	
							*** VENDOR	575 TOTAL	264.89
							TOTAL FUND 108		264.89
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-118-5-00-405	3773122 NEW WORKSTATIN EQUIP A	1,414.56	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
107	ENVISION	ENVISION TECHNOLOGY GROUP LLC	326557	97524 AP	03/18/2022	2-118-5-00-405	LEAV-B&G SPEAKER ISSUE TREAS O	250.00		
							TOTAL FUND 118			1,664.56
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-123-5-00-301	3773122 SOFTWARE/ADAPTERS, DES	321.94		
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-123-5-00-301	3773122 SOFTWARE/ADAPTERS, DES	1,179.72		
							*** VENDOR 24545 TOTAL			1,501.66
							TOTAL FUND 123			1,501.66
9635	DASH	DASH MEDICAL GLOVES	326449	97417 AP	03/17/2022	2-126-5-00-226	533802 VINYL GLOVES	43.40		
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	326453	97421 AP	03/17/2022	2-126-5-00-226	SMART SCREEN UA TEST CUPS	316.00		
7098	QUILL CORP	QUILL CORP	326526	97494 AP	03/17/2022	2-126-5-00-301	5645204 COMM CORR OFFICE SUPPL	11.50		
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-126-5-00-225	50COL COPIER COMM CORR	65.50		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-126-5-00-210	COMM CORR POSTAGE - FEBRUARY	62.57		
							TOTAL FUND 126			498.97
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-127-5-00-3	3773122 SOFTWARE FOR LAPTOP	609.98		
							TOTAL FUND 127			609.98
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	326448	97416 AP	03/17/2022	2-133-5-00-304	3-19 20642-5600012202 GAS SERV	1,029.49		
461	LEAV CO CO	LEAV CO COOP	326518	97486 AP	03/17/2022	2-133-5-00-304	3-18 FEB FUEL, FLUIDS/LUBES	47,792.23		
461	LEAV CO CO	LEAV CO COOP	326518	97486 AP	03/17/2022	2-133-5-00-310	3-18 FEB FUEL, FLUIDS/LUBES	2,101.87		
							*** VENDOR 461 TOTAL			49,894.10
1675	SPRINT	SPRINT	326529	97497 AP	03/17/2022	2-133-5-00-210	3-21 143250300 GPS MOBILE TELE	39.99		
							TOTAL FUND 133			50,963.58
73	ATCHISON DAILY GLOBE	NPG NEWSPAPERS	326446	97414 AP	03/17/2022	2-136-5-00-203	333266 NOTICE - JV PREVENTION	37.90		
73	ATCHISON DAILY GLOBE	NPG NEWSPAPERS	326446	97414 AP	03/17/2022	2-136-5-00-223	333266 NOTICE - JV PREVENTION	37.90		
							*** VENDOR 73 TOTAL			75.80
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-136-5-00-3	3773122 2 LAPTOPS, SOFTWARE	1,396.44		
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-136-5-00-3	3773122 2 LAPTOPS, SOFTWARE	609.98		
							*** VENDOR 24545 TOTAL			2,006.42
9635	DASH	DASH MEDICAL GLOVES	326449	97417 AP	03/17/2022	2-136-5-00-207	533802 VINYL GLOVES	21.70		
9635	DASH	DASH MEDICAL GLOVES	326449	97417 AP	03/17/2022	2-136-5-00-227	533802 VINYL GLOVES	21.70		
							*** VENDOR 9635 TOTAL			43.40
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	326453	97421 AP	03/17/2022	2-136-5-00-203	SMART SCREEN UA TEST CUPS	158.00		
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	326453	97421 AP	03/17/2022	2-136-5-00-223	SMART SCREEN UA TEST CUPS	158.00		
							*** VENDOR 2505 TOTAL			316.00
7098	QUILL CORP	QUILL CORP	326526	97494 AP	03/17/2022	2-136-5-00-301	5645204 COMM CORR OFFICE SUPPL	5.74		
7098	QUILL CORP	QUILL CORP	326526	97494 AP	03/17/2022	2-136-5-00-321	5645204 COMM CORR OFFICE SUPPL	5.75		
							*** VENDOR 7098 TOTAL			11.49
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-136-5-00-203	50ULCO8 JUV COMM CORR COPIES	6.48		
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-136-5-00-203	50COL COPIER COMM CORR	32.75		
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-136-5-00-223	50ULCO8 JUV COMM CORR COPIES	6.48		
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-136-5-00-223	50COL COPIER COMM CORR	32.75		
113	SUMNERONE INC	SUMNERONE INC	326530	97498 AP	03/17/2022	2-136-5-00-233	50ULCO8 JUV COMM CORR COPIES	21.84		
							*** VENDOR 113 TOTAL			100.30
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-136-5-00-321	JUV COMM CORR POSTAGE - FEBRUA	3.38		
							TOTAL FUND 136			2,556.79
461	LEAV CO CO	LEAV CO COOP	326518	97486 AP	03/17/2022	2-137-5-00-304	3-6 DYED DIESEL	11,571.78		
							TOTAL FUND 137			11,571.78

START DATE: 03/12/2022 END DATE: 03/18/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-138-5-00-301	5645204 COMM CORR JIAS OFFICE	46.99	
7098	QUILL CORP	QUILL CORP	326654	97621 AP	03/18/2022	2-138-5-00-301	5645204 COMM CORR JIAS OFFICE	46.99	
							*** VENDOR 7098 TOTAL		93.98
							TOTAL FUND 138		93.98
2621	CAFE	TERRY BOOKER	326545	97512 AP	03/18/2022	2-145-5-00-256	MEALS RESERVED 3/1/22 - 3/11/2	8,148.00	
2621	CAFE	TERRY BOOKER	326545	97512 AP	03/18/2022	2-145-5-00-256	MEALS RESERVED 3/1/22 - 3/11/2	8,095.50	
							*** VENDOR 2621 TOTAL		16,243.50
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	326519	97487 AP	03/17/2022	2-145-5-00-303	CO ON AGING INK CARTRIDGES	243.86	
2666	MISC REIMBURSEMENTS	RANDY DAY	326648	97615 AP	03/18/2022	2-145-5-00-205	MILEAGE FOR TRAINING	11.70	
2666	MISC REIMBURSEMENTS	RUBY BARCLAY	326649	97616 AP	03/18/2022	2-145-5-00-205	MILEAGE FOR TRAINING	24.51	
							*** VENDOR 2666 TOTAL		36.21
2	WATER DEPT	WATER DEPT	326534	97502 AP	03/17/2022	2-145-5-00-246	CO ON AGING WATER AND SEWER	132.95	
							TOTAL FUND 145		16,656.52
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-146-5-00-302	FEB POSTAGE CO TREAS SPEC (MV)	1,298.95	
							TOTAL FUND 146		1,298.95
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	326558	97525 AP	03/18/2022	2-160-5-00-213	62824 SCREW SET,PAD,JAM NUT,PL	109.73	
9271	LANSING CI	CITY OF LANSING	326517	97485 AP	03/17/2022	2-160-5-00-210	WATER SVC (186.60	
461	LEAV CO CO	LEAV CO COOP	326518	97486 AP	03/17/2022	2-160-5-00-304	3-11 FEB FUEL TRANSFER STATION	746.96	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-160-5-00-213	FEB EQUIP MAINT - TRANSFER STA	89.80	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	326527	97495 AP	03/17/2022	2-160-5-00-213	FEB EQUIP MAINT - TRANSFER STA	48.00	
							*** VENDOR 458 TOTAL		137.80
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	326533	97501 AP	03/17/2022	2-160-5-00-201	TRANSFER STATION - FEB POSTAGE	19.61	
							TOTAL FUND 160		1,200.70
29034	MHS	MCAFEE HENDERSON SOLUTIONS	326675	1625 AP	03/17/2022	2-171-5-04-201	3-2 2021.017.001 CR2 TO 2.19	10,489.00	
29034	MHS	MCAFEE HENDERSON SOLUTIONS	326675	1625 AP	03/17/2022	2-171-5-05-201	3-3 2021.046.001 HRRR SAFETY I	13,183.91	
							*** VENDOR 29034 TOTAL		23,672.91
							TOTAL FUND 171		23,672.91
1613	POWERPHONE	POWERPHONE	326652	97619 AP	03/18/2022	2-174-5-00-210	SHERIFF: 911 ONLINE LED TRAINI	1,458.00	
							TOTAL FUND 174		1,458.00
24545	CDW GOVERN	CDW GOVERNMENT INC	326447	97415 AP	03/17/2022	2-195-5-00-3	3773122 8 PHONES	2,687.36	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	326448	97416 AP	03/17/2022	2-195-5-00-290	20642-0305A864302202 GA SERVIC	330.99	
26400	KANSAS GAS	KANSAS GAS SERVICE	326516	97484 AP	03/17/2022	2-195-5-00-290	510614745 1628631 73 GAS TRANS	154.22	
							TOTAL FUND 195		3,172.57
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	326655	97622 AP	03/18/2022	2-196-5-00-201	112368 CONFIRMATION TESTS	80.14	
							TOTAL FUND 196		80.14
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	326653	97620 AP	03/18/2022	2-198-5-07-300	SHERIFF:BULLET PROOF VESTS LES	928.40	
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	326653	97620 AP	03/18/2022	2-198-5-07-300	SHERIFF:BULLET PROOF VESTS LES	876.00-	
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	326653	97620 AP	03/18/2022	2-198-5-07-300	SHERIFF:BULLET PROOF VESTS LES	928.40	
							*** VENDOR 406 TOTAL		980.80
							TOTAL FUND 198		980.80
86	EVERGY	EVERGY KANSAS CENTRAL INC	326451	97419 AP	03/17/2022	2-212-5-00-2	ELEC SVC SEWER DIST 2	170.28	
86	EVERGY	EVERGY KANSAS CENTRAL INC	326451	97419 AP	03/17/2022	2-212-5-00-2	ELEC SVC SEWER DIST 2	36.75	
86	EVERGY	EVERGY KANSAS CENTRAL INC	326451	97419 AP	03/17/2022	2-212-5-00-2	ELEC SVC SEWER DIST 2	28.22	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
86	EVERGY	EVERGY KANSAS CENTRAL INC	326451	97419 AP	03/17/2022	2-212-5-00-2	ELEC SVC SEWER DIST 2		62.90	
							*** VENDOR	86 TOTAL		298.15
							TOTAL FUND 212			298.15

86	EVERGY	EVERGY KANSAS CENTRAL INC	326451	97419 AP	03/17/2022	2-218-5-00-2	ELEC SVC SEWER DIST 5		135.80	
							TOTAL FUND 218			135.80

451	AETNA	AETNA LIFE INSURANCE COMPANY	326445	97413 AP	03/17/2022	2-510-2-00-939	108798268 MARCH PREMIUMS		288,631.55	
451	AETNA	AETNA LIFE INSURANCE COMPANY	326445	97413 AP	03/17/2022	2-510-2-00-939	108798268 MARCH PREMIUMS		8,025.50	
451	AETNA	AETNA LIFE INSURANCE COMPANY	326445	97413 AP	03/17/2022	2-510-2-00-939	108798268 MARCH PREMIUMS		680.35	
							*** VENDOR	451 TOTAL		297,337.40
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	326450	97418 AP	03/17/2022	2-510-2-00-942	MARCH DENTAL PREMIUMS		18,397.16	
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	326450	97418 AP	03/17/2022	2-510-2-00-942	MARCH DENTAL PREMIUMS		81.60	
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	326450	97418 AP	03/17/2022	2-510-2-00-942	MARCH DENTAL PREMIUMS		1,814.18	
							*** VENDOR	1504 TOTAL		20,292.94
268	LIFELOCK	NORTONLIFELOCK INC	326521	97489 AP	03/17/2022	2-510-2-00-941	1247233 MARCH PREMIUMS		1,626.45	
8500	METLIFE	METLIFE (VISION PLAN)	326523	97491 AP	03/17/2022	2-510-2-00-944	MARCH VISION PREMIUMS 5919453		3,931.97	
8500	METLIFE	METLIFE (VISION PLAN)	326523	97491 AP	03/17/2022	2-510-2-00-944	MARCH VISION PREMIUMS 5919453		415.57-	
							*** VENDOR	8500 TOTAL		3,516.40
							TOTAL FUND 510			322,773.19

							TOTAL ALL CHECKS			634,863.73

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	193,409.81
108	COUNTY HEALTH	264.89
118	TREASURER TECH FUND	1,664.56
123	JUVENILE CRIME PREVENTION	1,501.66
126	COMM CORR ADULT	498.97
127	COMM CORR ADULT NON GRANT	609.98
133	ROAD & BRIDGE	50,963.58
136	COMM CORR JUVENILE	2,556.79
137	LOCAL SERVICE ROAD & BRIDGE	11,571.78
138	JUV INTAKE & ASSESSMENT	93.98
145	COUNCIL ON AGING	16,656.52
146	COUNTY TREASURER SPECIAL	1,298.95
160	SOLID WASTE MANAGEMENT	1,200.70
171	S TAX CAP RD PROJ: 2015 SERIES	23,672.91
174	911	1,458.00
195	JUVENILE DETENTION	3,172.57
196	DRUG TEST & SUPERVISION FEES	80.14
198	SPECIAL GRANTS	980.80
212	SEWER DISTRICT 2: TIMBERLAKES	298.15
218	SEWER DIST #5	135.80
510	PAYROLL CLEARING	322,773.19
	TOTAL ALL FUNDS	634,863.73

PROJECT NO. C-5158-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
LEAVENWORTH COUNTY, KANSAS

PROJECT AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the “Secretary”) and **Leavenworth County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of bridges in the State of Kansas.
- C. The County has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties may be eligible to receive state assistance in the financing of the construction and reconstruction of bridges, roads, and state highways provided the work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Leavenworth County, Kansas, with its place of business at 300 Walnut Street, Leavenworth, KS 66048.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the KLBIP project to be undertaken by the County, being: **Replacement of Bridge No. 000521051503888 located on 255th Road, 3.0 miles west of Easton, Kansas, over Dawson Creek in Leavenworth County, Kansas, and is the subject of this Agreement.**
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities,

including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of Preliminary Engineering (PE), Construction, Right of Way, Utility adjustments, and Construction Engineering (CE), not to exceed \$150,000.00.
County	10% of Participating Costs of PE, Construction, Right of Way, Utility adjustments, and CE until Secretary's funding limit is reached. 100% of Participating Costs of PE, Construction, Right of Way, Utility adjustments, and CE after Secretary's funding limit is reached. 100% Non-Participating Costs.

2. **Funding Limitation.** No reimbursement shall be made for the costs of Preliminary Engineering, Right of Way acquisition, or Utility adjustments for amounts exceeding fifteen percent (15%) of total Project costs. Those amounts paid by the County for costs exceeding the fifteen percent (15%) limit will not count toward the County's required ten percent (10%) match. No reimbursement will be made for work performed by County staff for project administration, engineering, or inspection.

3. **Reimbursement Payments.** The Secretary will make partial payments to the County for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing; however, the Secretary will not make reimbursement payments for Preliminary Engineering, Right of Way, or Utility adjustments until the Project has been Let. **To be eligible for reimbursement, the Project must be under contract for construction prior to November 1, 2023.**

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to adopt all necessary ordinances or resolutions, and to

take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Letting and Administration by the County.** The County will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest Responsible Bidder. The County agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

3. **Design and Specifications.** The County shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the County's established procedures, criteria, and industry standards. Specifically, the County agrees to comply with the technical and other requirements listed in Exhibit A - Structure and Design Requirements, which is attached and incorporated into this Agreement, as well as in conformity with applicable state, local, and federal law. The replacement structure design must meet current American Association of State Highway and Transportation Officials (AASHTO) Design requirements. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

4. **Consultant Contract Language.** The County shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Project. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the County and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement

between the County and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's or its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

6. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

7. **Inspections.** The County will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The County will require at a minimum all personnel, whether County or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the County executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

8. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, subcontractors, or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

9. **Indemnification by Contractors.** The County agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the County defends a third party's claim, the

Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

10. **Additional Structure Removal.** If the Secretary's share of the Project costs will exceed \$150,000.00, the County is obligated to permanently close and request NBI removal of the additional structure identified for such removal on the KDOT Project Authorization Form. The County acknowledges that once the additional structure is removed from the NBI, that structure will no longer be eligible to receive state or federal funding.

11. **Reimbursement Requests.** The County shall submit invoices to the Secretary for reimbursement of costs incurred by the County for the Project. Invoices shall be submitted in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than once per month. Invoices for reimbursement of costs for Preliminary Engineering, Right of Way, and Utility adjustments, are not eligible for reimbursement prior to the award of the Construction contract to the Contractor.

12. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered Non-Participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

13. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

14. **Maintenance of Project.** When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

15. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

16. **Failure to Let.** The County acknowledges and agrees that the County's failure to award the construction contract for the Project by November 1, 2023, or within two (2) years from the Project award, will be considered a constructive act of cancellation by the County and the County will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the County will be subject to the reimbursement requirements set forth in this Article III, paragraph 11.

17. **Final Review.** Upon completion of the Project, the County shall notify Secretary and allow the Secretary or Secretary’s designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Special Attachments are all essential documents of this Agreement and are either attached to this Agreement or incorporated by reference and made a part of this Agreement as if set forth in their entirety herein.

2. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the Project undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Certificate of Compliance with K.S.A. § 46-239(c).** The County certifies that it is in compliance with K.S.A. § 46-239(c): Disclosure Statements, by signing the Certificate of Compliance, Special Attachment No. 2, which is attached to and made a part of this Agreement.

5. **Contractual Provisions.** The provisions found in the current version of the “Special Attachment No. 3, Contractual Provisions Attachment (Form DA-146a),” which is attached, are incorporated into and made a part of this Agreement.

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

9. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

11. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

1. Exhibit A: Structure and Design Requirements
2. Special Attachment No. 1: Civil Rights Act of 1964
3. Special Attachment No. 2: Certificate of Compliance with K.S.A. § 46-239(c)
4. Special Attachment No. 3: Contractual Provisions Attachment (Form DA-146a)

**KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
(Structure and Design Requirements)**

- The County will acquire the services of a Professional Engineer, licensed in the State of Kansas to perform the design and analysis of the project. All plans shall have the seal and signature of the licensed engineer in charge of their development.
- Minimum of one (1) geology core sample and analysis report sealed and signed by a qualified licensed professional at each project site.
- Basic Hydraulic Analysis using as a minimum HY-8.
- Item 113 Justification Form (Scour Vulnerability).
- Minimum Allowable Stress Design (ASD) foundation design/construction (Modified Engineering News Record (ENR) Formula for Pile Driving).
- Load and Resistance Factor Design (LRFD) HL-93 Superstructure Design.
- Load and Resistance Factor Rating (LRFR) Superstructure Load Ratings (including Federal Highway Administration (FHWA) mandated “Specialized Hauling Vehicles” and “Emergency Vehicles”) using AASHTO Bridge Design and Rating (BrDR) (or compatible) design/rating model. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet sealed and signed by a licensed Professional Engineer.
- Within ninety (90) days of completion of construction, a complete inventory inspection, including Load Rating Summary Sheet and Item 113 Justification form, shall be submitted to KDOT Bureau of Local Projects.
- The owner is responsible for acquiring permits and clearances needed for the Project.
- Submission of total project costs to KDOT Bureau of Local Projects upon project completion.

For longer structures, larger channels, higher volume roads, the “minimum” requirements may not suffice. Standard industry practice and sound engineering judgment in accordance with Kansas State Board of Technical Professions should be exercised at all times throughout the design and analysis phases of the Project.

All plans will bear the seal of a Professional Engineer licensed in Kansas.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Leavenworth County
Request for Board Action
Case No. DEV-22-011 & 012
Preliminary & Final Plat H&L Valley**

Date: March 23, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a two lot subdivision. Proposed Lot 1 is approximately 17.3 acres and Lot 2 is approximately 2.5 acres.

Analysis: The applicants are requesting a two-lot subdivision. The parent property is approximately 20 acres in size. Proposed Lot 1 is 17.3 acres and Lot 2 is 2.5 acres. Each lot meets the minimum standards for Subdivisions. The plat and drainage reports have been accepted by Public works, Survey and the Planning departments. The current home is partially located within the Special Flood Hazard Area. The Base Flood Elevation of the site is 87.80 and the home is currently sitting at 873.95. The home was built in 1960, predating the FEMA SFHA. Any additions to the home will require elevation and appropriate permitting.

Recommendation: The Planning Commission voted 7-0 to recommend approval of Case No.DEV-22-011/012 Preliminary and Final Plat for H&L Valley subject to conditions.

Alternatives:

1. Approve Case No.DEV-22-011/012 Preliminary and Final Plat for H&L Valley, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-22-011/012 Preliminary and Final Plat for H&L Valley, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-22-011/012 Preliminary and Final Plat for H&L Valley, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat,

**LEAVENWORTH COUNTY
BOARD OF COUNTY COMMISSIONERS**

CASE NO: DEV-22-011 & 012 H&L Valley

STAFF REPORT

March 23, 2022

REQUEST: **Consent Agenda**

Preliminary/Final Plat

STAFF REPRESENTATIVE:

Krystal A. Voth

SUBJECT PROPERTY: 14124 166th Street

APPLICANT/APPLICANT AGENT:

Larr Hahn
Hahn Surveying
PO Box 186
Basehor, KS 66007

PROPERTY OWNER:

Matthew Tadlock
14124 166th Street
Bonner Springs, KS 66012

CONCURRENT APPLICATIONS:

NONE

LEGAL DESCRIPTION:

The North 20 acres of the southwest ¼ of the southwest ¼ of Section 3, Township 12 South, of Range 22 east of the sixth P.M., Leavenworth County, Kansas.

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL (2.5 Acre Minimum)

SUBDIVISION: N/A

FLOODPLAIN: Yes

PLANNING COMMISSION RECOMMENDATION: APPROVAL – 7-0

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-22-011 & 012, Preliminary and Final Plat for H&L Valley, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-22-011 & 012, Preliminary and Final Plat for H&L Valley, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE:

19.8 Acres

PARCEL ID NO:

232-03-0-00-00-035.00

BUILDINGS:

EXISTING - 1 HOUSE & 2 BARN

PROJECT SUMMARY:

Request for a preliminary and final plat approval to subdivide property located at 12530 166th Street. The parent parcel is approximately 20 acres.

ACCESS/STREET:

166th Street a County Collector Roadway

Location Map:



UTILITIES

SEWER: N/A

FIRE: SHERMAN TOWNSHIP FIRE

WATER: RWD 7

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

N/A

NEWSPAPER NOTIFICATION:

2/16/2022

NOTICE TO SURROUNDING
PROPERTY OWNERS:

N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	NA	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	NA	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards	X	
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicants are requesting a two-lot subdivision. The parent property is approximately 20 acres in size. Proposed Lot 1 is 17.3 acres and Lot 2 is 2.5 acres. Each lot meets the minimum standards for Subdivisions. The plat and drainage reports have been accepted by Public works, Survey and the Planning departments. The current home is partially located within the Special Flood Hazard Area. The Base Flood Elevation of the site is 87.80 and the home is currently sitting at 873.95. The home was built in 1960, predating the FEMA SFHA. Any additions to the home will require elevation and appropriate permitting.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Floodplain permits shall be obtained for any development within the SFHA.
3. Any additions to the existing home shall be constructed one foot above the Base Flood Elevation.
4. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
5. A waiver for the use of private septic systems within this subdivision is granted with this approval.
6. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

ATTACHMENTS:

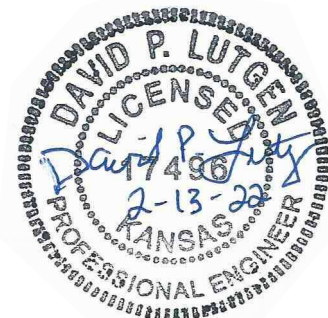
A: Plat

B: Approval Letters

2-16-22 Comments:

1. Existing Conditions section paragraph 2 states it is assumed that two acres of ground is maintained as a grass lawn. Existing conditions table includes 0.67 acres for lawn. Revise.

H & L Valley
Leavenworth County Kansas
Drainage Report
January 22, 2022
Revised February 13, 2022



Parcel Information - The 19.82-acre (+/-) parcel is located on the east side of 166th Street north of Cantrell Road in Leavenworth County KS. The property is zoned RR 2.5.

Existing Conditions – There is a house, driveway, and outbuildings on the property. Flood zone A encroaches onto the property as shown below. The County’s flood plain manager had no information available on the existing home which appears as though it may be in the flood plain.



The parcel can be divided into two drainage areas as shown on exhibit #1. Drainage calculations are only prepared for drainage area #1. This drainage area is where the new driveway and home are assumed to be constructed. No changes are anticipated in the other drainage area. It is assumed that two acres of ground in maintained as a grass lawn and the remainder as currently used

A composite c value was calculated for each drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and existing land use, see Exhibits #2, #3, and #4.

Existing	Acres in each Drainage Area			
	c value	DA #1		
Wooded	0.50	0.28		
Pasture	0.42	3.80		
Crops	0.72	3.40		
Gravel Drive	0.50	0.10		
Impervious	0.90	0.15		
Grass	0.30	0.67		
Composite c		0.54		

composite c =
$$\frac{(\text{Wooded Acres} * 0.50 + \text{Pasture Acres} * 0.42 + \text{Crop Acres} * 0.72 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create two residential building lots. Lot #2 has an existing house, driveway, and outbuilding. The new home is assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2, #3, and #4. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the house and driveway on Lot #1. It is assumed that two acres around the new home will be maintained as a grass lawn and the remainder as currently used.

Developed	Acres in each Drainage Area			
	c value	DA #1		
Wooded	0.50	0.28		
Pasture	0.42	1.57		
Crops	0.72	3.40		
Gravel Drive	0.50	0.10		
Impervious	0.90	0.38		
Grass	0.30	2.67		
Composite c		0.53		

composite c =
$$\frac{(\text{Wooded Acres} * 0.50 + \text{Pasture Acres} * 0.42 + \text{Crop Acres} * 0.72 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following table. Calculations for the storm water runoff are included with the report.

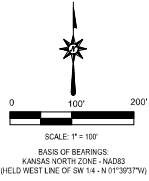
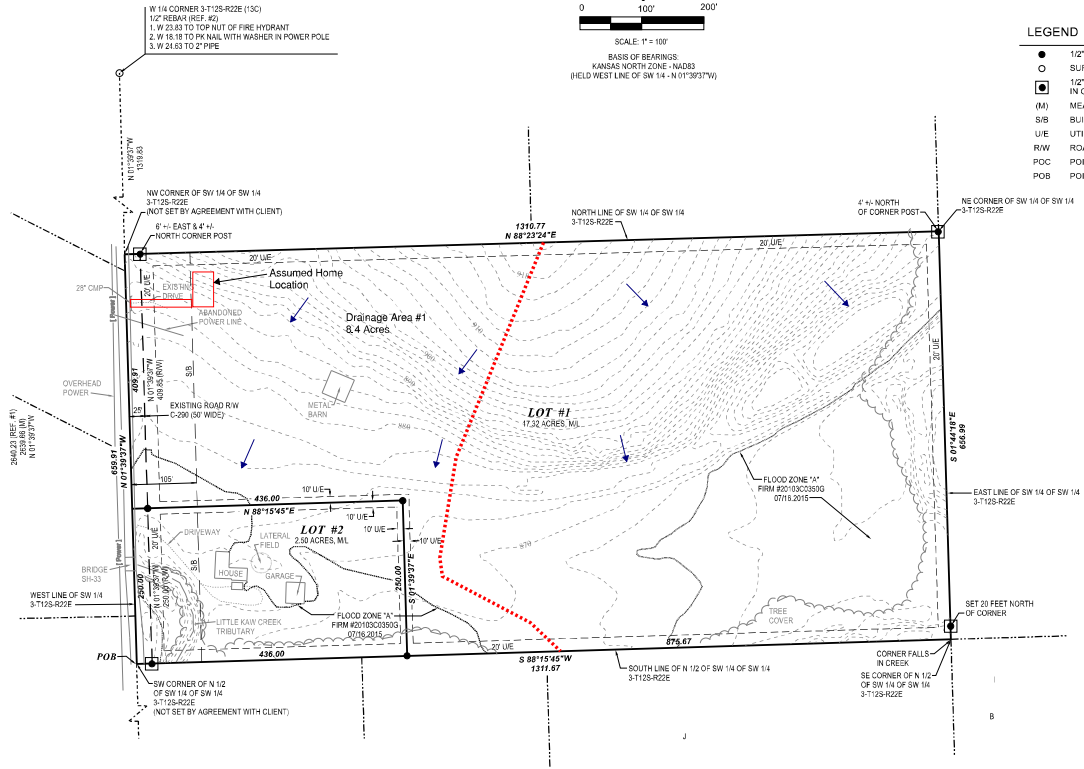
DA #1		
	Q10 cfs	Q100 cfs
Existing	29.0	51.2
Developed	28.0	49.3
Change	-4%	-4%

Conclusion – The change in land use for this parcel of ground results in a reduction in storm water runoff from the site.

H & L VALLEY

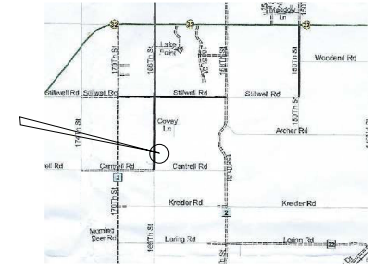
A SUBDIVISION BEING THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS

PRELIMINARY PLAT



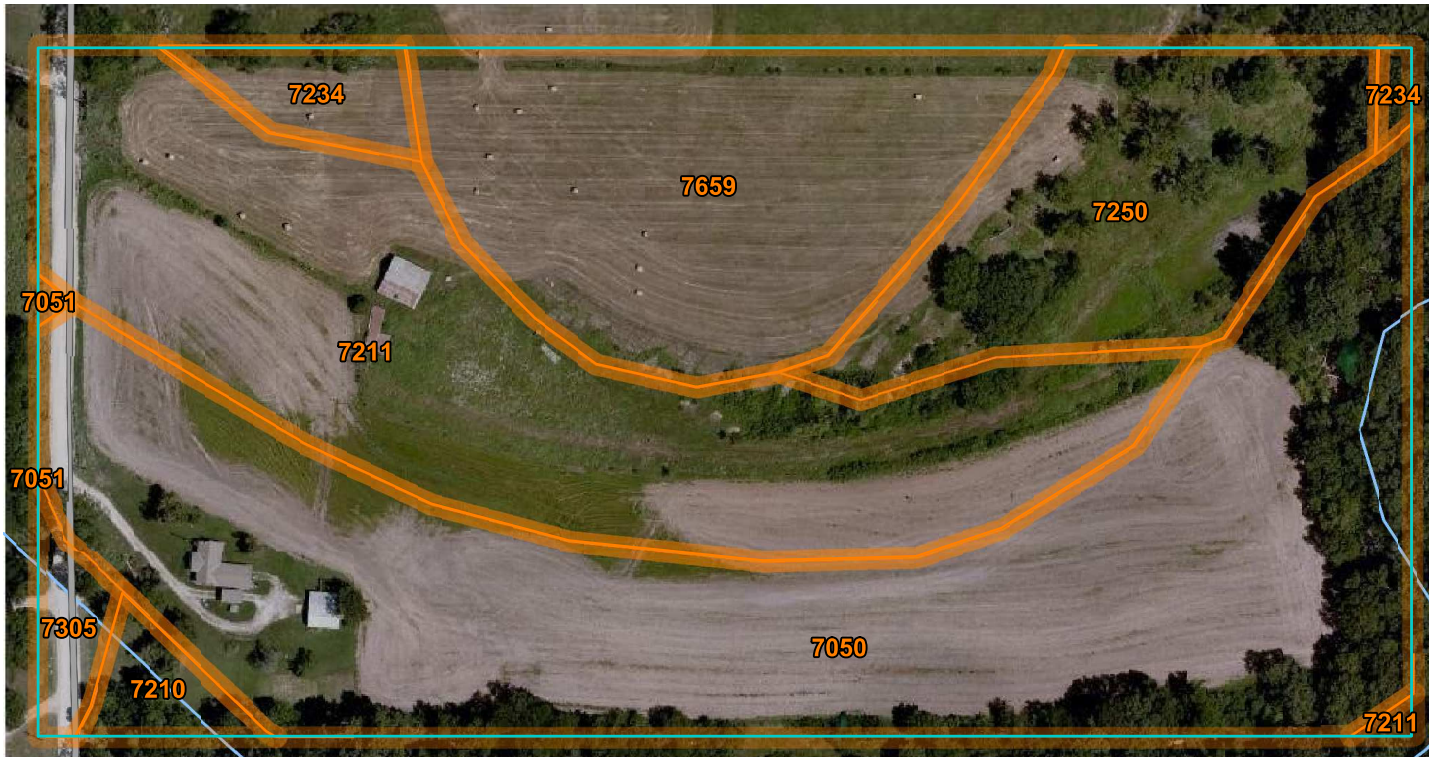
LEGEND

- 1/2" x 24" REBAR SET WITH #1349 CAP
- SURVEY MONUMENT FOUND (AS NOTED)
- ◼ 1/2" x 24" REBAR SET WITH #1349 CAP IN CONCRETE
- (M) MEASURED
- S/B BUILDING SETBACK
- U/E UTILITY EASEMENT
- R/W ROAD RIGHT OF WAY
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING



LOCATION MAP
NO SCALE

EXHIBIT #1



Map Unit Symbol	Map Unit Name
7050	Kennebec silt loam, occasionally flooded
7051	Kennebec silt loam, frequently flooded
7210	Basehor complex, 5 to 30 percent slopes
7211	Bremer silty clay loam, rarely flooded
7234	Elmont silt loam, 3 to 7 percent slopes, eroded
7250	Gosport-Sogn complex, 7 to 35 percent slopes
7305	Martin silty clay loam, 7 to 12 percent slopes, eroded
7659	Vinland-Sibleyville complex, 5 to 12 percent slopes

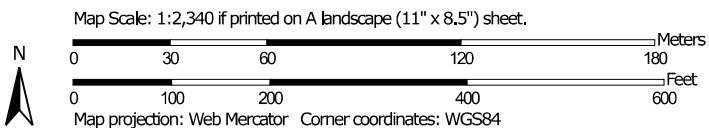


TABLE 1 Values of Runoff Coefficient C

URBAN AREAS:	
Type of drainage area	Runoff coefficient C
Lawns:	0.05 - 0.10
Sandy soil, flat 2%	0.10 - 0.15
Sandy soil, average, 2 - 7%	0.15 - 0.20
Sandy soil, steep, 7%	0.13-0.17
Heavy soil, flat, 2%	0.18 - 0.22
Heavy soil, average, 2 - 7%	0.25 - 0.35
Heavy soil, steep, 7%	
Business:	0.70 - 0.95
Downtown areas Neighborhood areas	0.50.0.70
Residential:	0.30 - 0.50
Single-family areas	0.40 - 0.60
Multi units, detached Multi units,	0.60 - 0.75
attached Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.35
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Streets:	0.70 - 0.95
Asphaltic	0.80 - 0.95
Concrete	0.70 - 0.85
Brick	
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95

AGRICULTURAL AREAS:

Topography and Vegetation	Runoff Coefficient C Soil Texture		
	Soil Texture		
	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland			
Flat 0 - 5% Slope	0.10	0.30	0.40
Rolling 5 - 10% Slope	0.25	0.35	0.50
Hilly 10 - 30% Slope	0.30	0.50	0.60
Pasture			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Source - Natural Resources Conservation Service (NRCS) US Department of Agriculture (USDA) Peak Discharge Course
https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1083019.pdf

EXHIBIT #3

Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov

Drainage Area #1- 10 year

Existing Conditions

Area = 8.40 acres
C= 0.54
L= 650
S= 11.4
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 7.7$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.08$$

$$T_c = 8.8$$

$$i_{10} = 6.34$$

$$Q = KCiA$$

$$Q = 29.0 \text{ cfs}$$

Developed Conditions

Area = 8.40 acres
C= 0.53
L= 650
S= 11.4
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 7.9$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.08$$

$$T_c = 9.0$$

$$i_{10} = 6.30$$

$$Q = KCiA$$

$$Q = 28.0 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 8.40 acres
C= 0.54
L= 650
S= 11.4
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 7.7$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 1.08$$

$$T_c = 8.8$$

$$i_{100} = 8.96$$

$$Q = KCiA$$

$$Q = 51.2 \text{ cfs}$$

Developed Conditions

Area = 8.40 acres
C= 0.53
L= 650
S= 11.4
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 7.9$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 1.08$$

$$T_c = 9.0$$

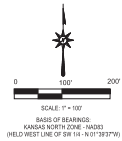
$$i_{100} = 8.89$$

$$Q = KCiA$$

$$Q = 49.3 \text{ cfs}$$

H & L VALLEY

A SUBDIVISION BEING THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS
FINAL PLAT

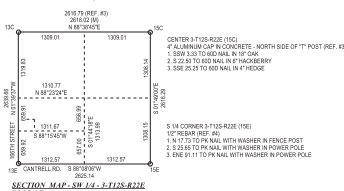
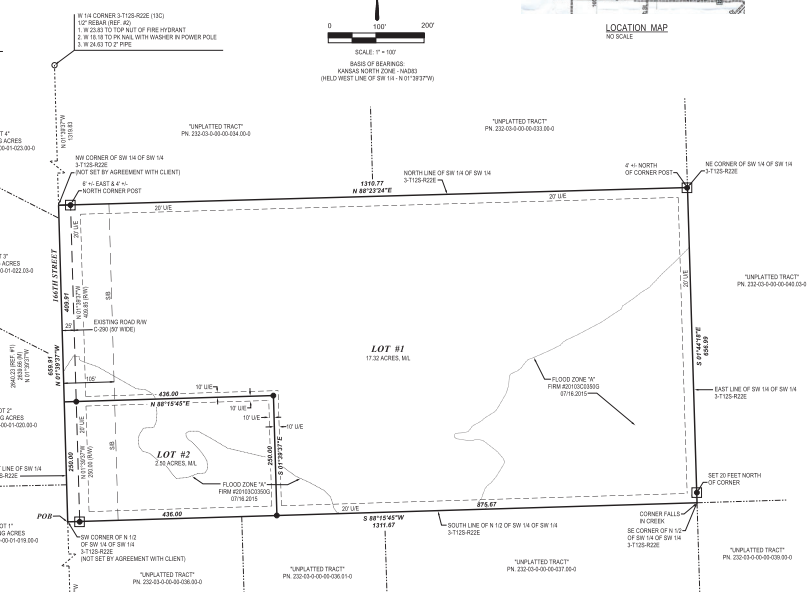


- LEGEND**
- 1/2" x 24" REBAR SET WITH #1540 CAP
 - SURVEY MONUMENT FOUND (AS NOTED)
 - 1/2" x 24" REBAR SET WITH #1540 CAP IN CONCRETE
 - (M) MEASURED
 - S&B BUILDING SETBACK
 - U/E UTILITY EASEMENT
 - R/W ROAD RIGHT OF WAY
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING

- OWNER / DEVELOPER**
MATTHEW TUCKER
1424 10TH STREET
BONNER SPRINGS, KS 66012
913-828-9393
- REFERENCES**
- ROLLING ACRES PLAT # 8 P. 17 (1971)
 - 47TH & 48TH ACRES COO, 823P0005
 - QUAIL HUNTER DIVISION, SEC. 16, 10 P. 44 (1976)
 - HOGAN ACRES, DOC. K21909017
- BENCHMARK**
SE CORNER BRIDGE BOX AT THE NW CORNER LOT 2 STREET CORNER
E.L. 873.96 (FAV. 04)
- ZONING**
RR-130

- RESTRICTIONS**
- 4' REAR SETBACK FOR RESIDENCES
 - 15' REAR SETBACK FOR ACCESSORY BUILDINGS
 - 15' SIDE SETBACK
 - NO CROWDED WASTE-WATER DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS
 - SEWERAGE SYSTEMS SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DWELLINGS
 - A FORM OF SEWERAGE CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND IS BEING ACTIVELY USED FOR DWELLING
 - REVESTIGATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING OPERATIONS
 - LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION

- NOTES**
- LEAVENWORTH COUNTY KANSAS DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION, ARE CORRECT OR TRUTHFUL IN ANY MANNER AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
 - EXISTING USE OF AREA BEING PLATTED - AGRICULTURAL
 - PROPOSED USE - RESIDENTIAL - 1 ACRE/0.25 AC
 - THIS PLAT IS IN A SPECIAL FLOOD HAZARD AREA FROM FEMA 601553000-0-0470-14-01-A



DEED-DOC #2017061773
THE NORTH 20 ACRES OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, EXCEPT THAT PART USED FOR ROAD PURPOSES.

SURVEYORS DESCRIPTION
THE NORTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE S17°00'00" E 88.82 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING OF THIS TRACT;
THENCE CONTINUING ALONG SAID WEST LINE, N17°00'00" E 88.82 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3;
THENCE S 88°00'00" E 133.77 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3;
THENCE S 88°00'00" E 133.77 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE SOUTHWEST QUARTER OF SECTION 3;
CONTAINING 19.80 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY, AS SURVEYED BY LARRY T. HARK, K.S. 134, JANUARY, 2022.
RELATIVE 1:791.85

CERTIFICATION AND DEDICATION
EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE. THE RIGHTS OF WAY SHOWN ARE SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAT AND SAID EASEMENTS WILL BE EMPLOYED TO LOCATE AND MAINTAIN SEWER, WATER, GAS, FUEL, POWER AND WIRE AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREAFTER USED BY THE PUBLIC OVER UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT LINES".

"DRAINAGE EASEMENTS" OR "D" SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR THE PURPOSE OF CONSTRUCTING, USING, REPAIRING AND MAINTAINING A COLLECT, STORM SEWER, DRAINAGE DITCH, OR OTHER DRAINAGE FACILITY OR TREATMENT FACILITY OR TREATMENT FACILITIES, INCLUDING THE RIGHT TO MAINTAIN, REPAIR AND REPLACE THE DRAINAGE FACILITY AND FOR ANY RECONSTRUCTION AND FUTURE EXPANSION OF SUCH FACILITY TOGETHER WITH THE RIGHT OF ACCESS FOR THE SAME. SAID EASEMENTS ARE DEDICATED FOR PUBLIC USE, DRAINAGE EASEMENTS SHALL BE CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OR INTERFERENCE WITH THE USE AND MAINTENANCE OF STORM DRAINAGE FACILITIES. THE MAINTENANCE AND UPKEEP OF SAID EASEMENTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNERS OF THE LOTS INTERFERING SAID EASEMENTS ARE DESIGNATED. LEAVENWORTH COUNTY SHALL BE RESPONSIBLE FOR ANY MAINTENANCE AND UPKEEP OF SAID EASEMENTS.

STREETS SHOWN ON THE ACCOMPANYING PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES ON SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF THE UNDERSIGNED PROPRIETOR STATES THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT HE HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS "H & L VALLEY".

I, THE UNDERSIGNED OWNER OF "H & L VALLEY" HAVE SET BY HAND THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC BY COMMISSION EXPIRES _____

APPROVAL
BY THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF "H & L VALLEY" THIS _____ DAY OF _____, 2022.

COMMISSIONER / STEVE ROSENTHAL SECRETARY / KRISTAL A. VOITH, CLM

THE LEAVENWORTH COUNTY ENGINEERS AND SURVEYORS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY LEAVENWORTH COUNTY, THE COUNTY IS NOT RESPONSIBLE FOR THE ACCURACY AND ASSOCIATION OF THE SEVERAL ENGINEERS, ELEVATIONS AND QUANTITIES.

COUNTY ENGINEER / MITCH PLEAK, PE

WE, THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF "H & L VALLEY" THIS _____ DAY OF _____, 2022.

COMMISSIONER / MICHAEL SMITH COUNTY CLERK / JANET KLASINSKI (ATTEST)

COUNTY REVIEWER CERTIFICATION
I, MICHAEL J. BROWN, COUNTY REVIEWER, HAVE REVIEWED THE DOCUMENTS OF S.S. 68-2005. THE FACE OF THIS PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR SURVEY SURVEYS. NO FIELD VERIFICATION IS WELLED. THIS SURVEY IS FOR PUBLIC INFORMATION ONLY.

Reviewed 2022.02.08. No comment. **1**

STATE OF KANSAS / COUNTY OF LEAVENWORTH
FIELD RECORD DOCUMENT # _____ ON THIS _____ DAY OF _____, 2022.

REGISTER OF DEEDS / TERRY D. G. MASHBURN



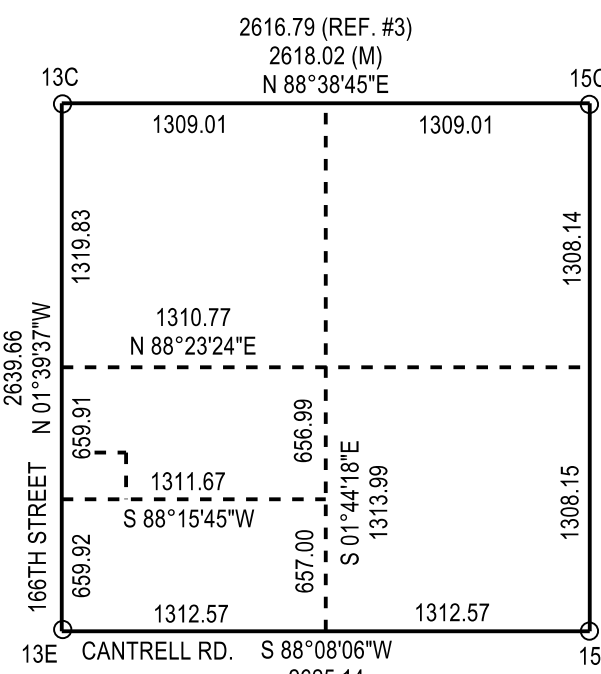
LARRY T. HARK, K.S. 1349
THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE IN ACCORDANCE WITH THE KANSAS SURVEYING STANDARDS FOR EDUCATIONAL SURVEYS.

HARK SURVEYING
PO BOX 186
BONNER, KANSAS 66007
913-827-2485
harksurvey@gmail.com

H & L VALLEY

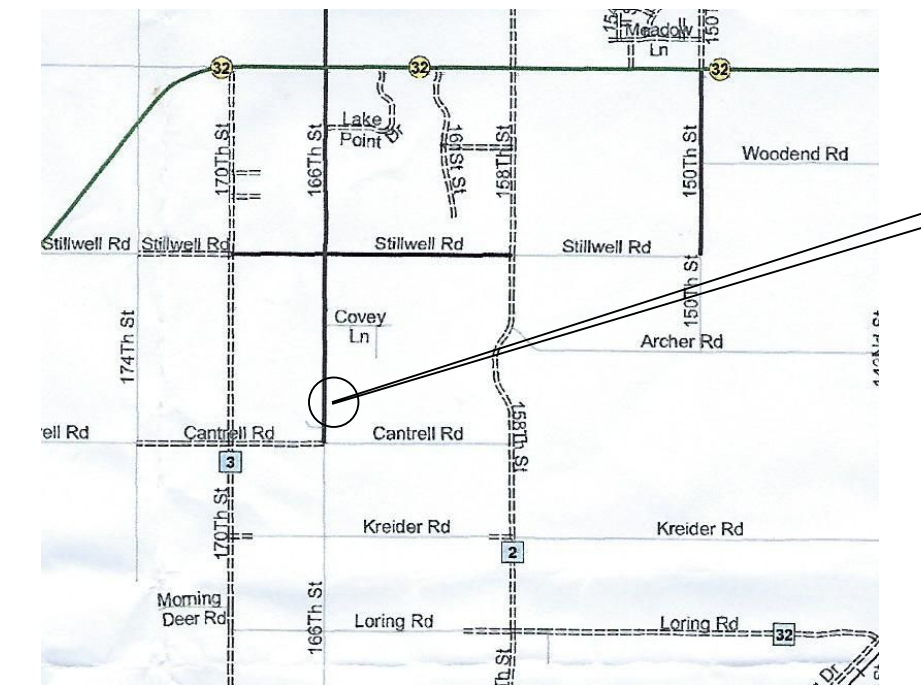
A SUBDIVISION BEING THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS

PRELIMINARY PLAT

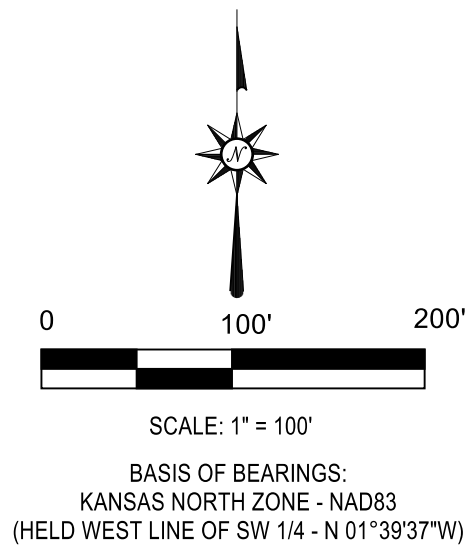


CENTER 3-T12S-R22E (15C)
4" ALUMINUM CAP IN CONCRETE - NORTH SIDE OF "T" POST (REF. #3)
1. SSW 3.33 TO 60D NAIL IN 18" OAK
2. S 22.50 TO 60D NAIL IN 6" HACKBERRY
3. SSE 25.25 TO 60D NAIL IN 4" HEDGE

S 1/4 CORNER 3-T12S-R22E (15E)
1/2" REBAR (REF. #4)
1. N 17.73 TO PK NAIL WITH WASHER IN FENCE POST
2. S 25.65 TO PK NAIL WITH WASHER IN POWER POLE
3. ENE 91.11 TO PK NAIL WITH WASHER IN POWER POLE



LOCATION MAP
NO SCALE



LEGEND

- 1/2" x 24" REBAR SET WITH #1349 CAP
- SURVEY MONUMENT FOUND (AS NOTED)
- ◐ 1/2" x 24" REBAR SET WITH #1349 CAP IN CONCRETE
- (M) MEASURED
- S/B BUILDING SETBACK
- U/E UTILITY EASEMENT
- R/W ROAD RIGHT OF WAY
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING

OWNER / DEVELOPER

MATTHEW TADLOCK
14124 166TH STREET
BONNER SPRINGS, KS. 66012
913-820-8089

DEED: DOC. #2017R04773

THE NORTH 20 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, OF RANGE 22 EAST OF THE SIXTH P.M., LEAVENWORTH COUNTY, KANSAS, EXCEPT THAT PART USED FOR ROAD PURPOSES.

SURVEYORS DESCRIPTION

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE, N 01°39'37"W, 659.92 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING OF THIS TRACT;
THENCE, CONTINUING ALONG SAID WEST LINE, N 01°39'37"W, 659.91 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3;
THENCE, N 88°23'24"E, 1310.77 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3;
THENCE, S 01°44'18"E, 656.99 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3;
THENCE, S 88°15'45"W, 1311.67 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3.
CONTAINS 19.82 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY.
AS SURVEYED BY LARRY T. HAHN, KS PS - 1349, JANUARY, 2022.
RELATIVE: 1.791.063

NOTES

1. FENCE LINES DO NOT DENOTE PROPERTY LINES.
2. LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
3. EXISTING USE OF AREA BEING PLATTED - AGRICULTURAL PROPOSED USE - RESIDENTIAL / AGRICULTURAL
4. THIS PLAT IS IN A SPECIAL FLOOD HAZARD AREA FEMA FIRM #20103C0350G - DATED 7-16-2015

RESTRICTIONS

1. 40' REAR SETBACK FOR RESIDENCES
- 15' REAR SETBACK FOR ACCESSORY BUILDINGS
- 15' SIDE SETBACK
2. AN ENGINEERED WASTEWATER DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
3. EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
4. A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE.
5. RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
6. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

DRAINAGE CALCULATIONS

ON SEPARATE DOCUMENT BY DAVID LUTGEN, PE

UTILITIES

ELECTRIC / EVERGY
WATER / RWD #7
GAS / ATMOS
SEWAGE / PRIVATE ON SITE SYSTEM
TELEPHONE / AT&T

PUBLIC IMPROVEMENTS

NONE

ROAD INFORMATION

166TH STREET IS 18' WIDE WITH HARD SURFACE COUNTY COLLECTOR

BENCHMARK

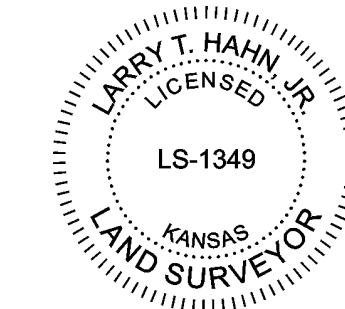
SE CORNER BRIDGE DECK
SH - 33
EL. 875.96 (NAVD88)

ZONING

RR - 2.50

REFERENCES

1. ROLLING ACRES PLAT - BK. 9, PG. 17 (1976)
2. KITTY KAT ACRES - DOC. #2020P00035
3. QUAIL RUN SUBDIVISION - BK. 10, PG. 44 (1979)
4. HOGAN ACRES - DOC. #2016P00017

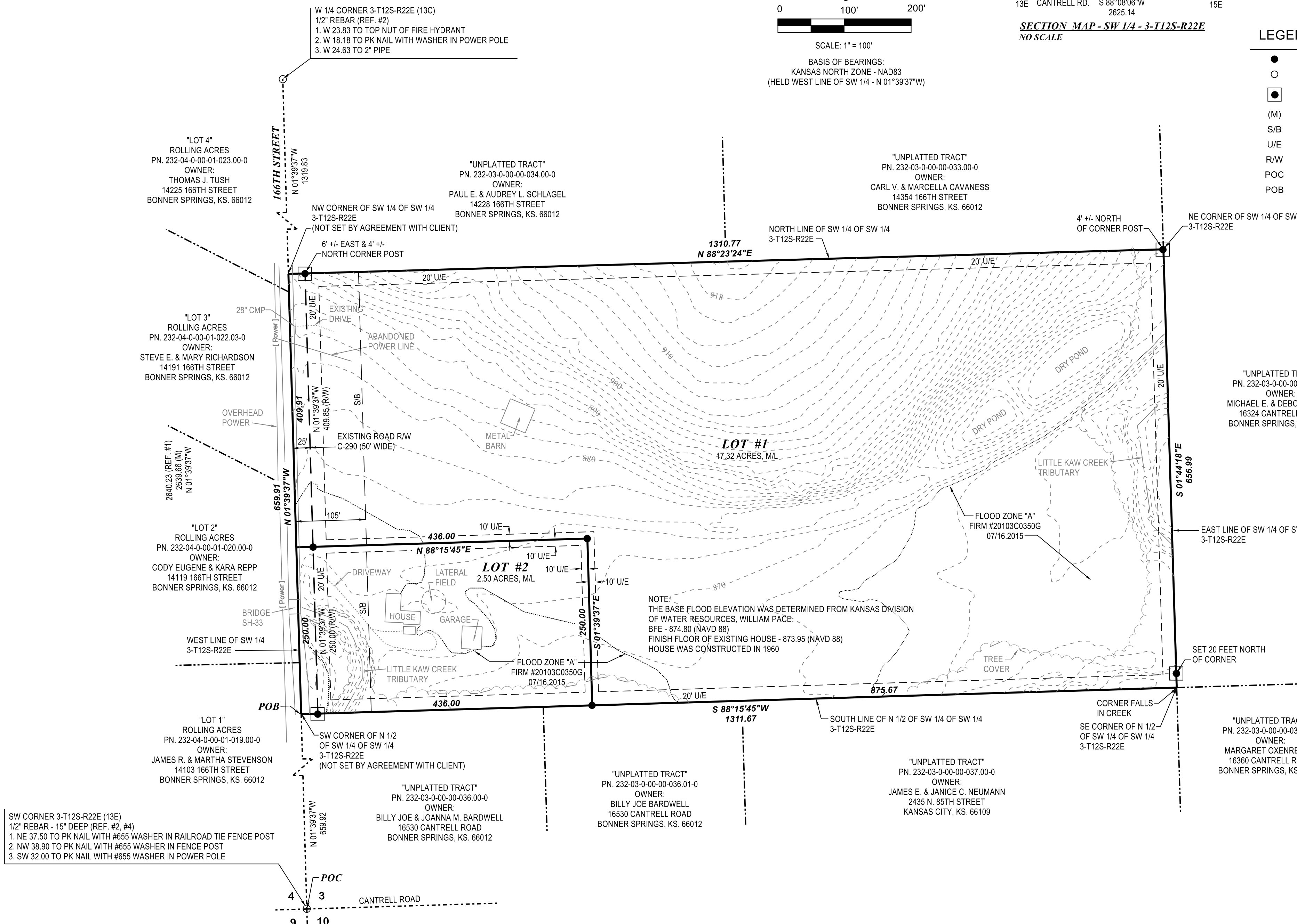


LARRY T. HAHN, KS PS - 1349

THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.



HAHN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
(913) 547-3405
hahnsurvey@gmail.com



SW CORNER 3-T12S-R22E (13E)
1/2" REBAR - 15" DEEP (REF. #2, #4)
1. NE 37.50 TO PK NAIL WITH #655 WASHER IN RAILROAD TIE FENCE POST
2. NW 38.90 TO PK NAIL WITH #655 WASHER IN FENCE POST
3. SW 32.00 TO PK NAIL WITH #655 WASHER IN POWER POLE

W 1/4 CORNER 3-T12S-R22E (13C)
1/2" REBAR (REF. #2)
1. W 23.83 TO TOP NUT OF FIRE HYDRANT
2. W 18.18 TO PK NAIL WITH WASHER IN POWER POLE
3. W 24.63 TO 2" PIPE

"LOT 4"
ROLLING ACRES
PN. 232-04-0-00-01-023.00-0
OWNER:
THOMAS J. TUSH
14225 166TH STREET
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-00-034.00-0
OWNER:
PAUL E. & AUDREY L. SCHLAGEL
14228 166TH STREET
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-00-033.00-0
OWNER:
CARL V. & MARCELLA CAVANESS
14334 166TH STREET
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-040.03-0
OWNER:
MICHAEL E. & DEBORA L. VITT
16324 CANTRELL ROAD
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-00-039.00-0
OWNER:
MARGARET OXENREIDER
16360 CANTRELL ROAD
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-00-036.01-0
OWNER:
BILLY JOE BARDWELL
16530 CANTRELL ROAD
BONNER SPRINGS, KS. 66012

"UNPLATTED TRACT"
PN. 232-03-0-00-00-037.00-0
OWNER:
JAMES E. & JANICE C. NEUMANN
2435 N. 85TH STREET
KANSAS CITY, KS. 66109

"UNPLATTED TRACT"
PN. 232-03-0-00-00-036.00-0
OWNER:
BILLY JOE & JOANNA M. BARDWELL
16530 CANTRELL ROAD
BONNER SPRINGS, KS. 66012

"LOT 1"
ROLLING ACRES
PN. 232-04-0-00-01-019.00-0
OWNER:
JAMES R. & MARTHA STEVENSON
14103 166TH STREET
BONNER SPRINGS, KS. 66012

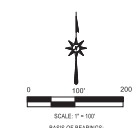
"LOT 2"
ROLLING ACRES
PN. 232-04-0-00-01-020.00-0
OWNER:
CODY EUGENE & KARA REPP
14119 166TH STREET
BONNER SPRINGS, KS. 66012

"LOT 3"
ROLLING ACRES
PN. 232-04-0-00-01-022.03-0
OWNER:
STEVE E. & MARY RICHARDSON
14191 166TH STREET
BONNER SPRINGS, KS. 66012

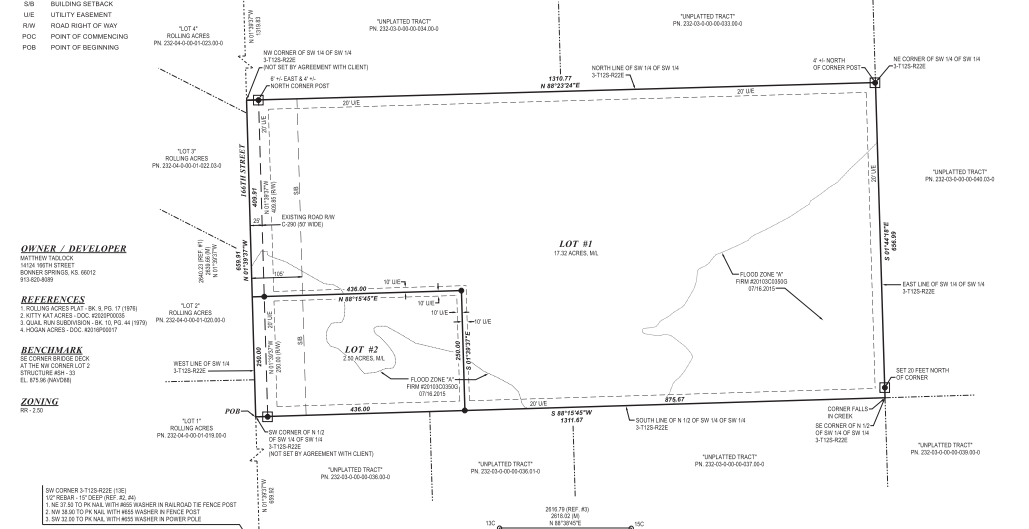
"LOT 4"
ROLLING ACRES
PN. 232-04-0-00-01-023.00-0
OWNER:
THOMAS J. TUSH
14225 166TH STREET
BONNER SPRINGS, KS. 66012

H & L VALLEY

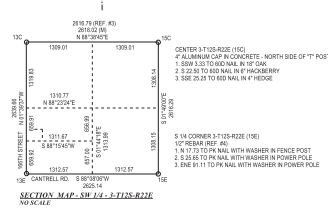
A SUBDIVISION BEING THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS
FINAL PLAT



- LEGEND**
- 10" x 24" REBAR SET WITH #1540 CAP
 - SURVEY MONUMENT FOUND (AS NOTED)
 - 10" x 24" REBAR SET WITH #1540 CAP IN CONCRETE
 - (M) MEASURED
 - S&B BUILDING SETBACK
 - U/E UTILITY EASEMENT
 - R/W ROAD RIGHT OF WAY
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING



- OWNER / DEVELOPER**
MATTHEW TUCKER
1424 W 10TH STREET
BONNER SPRING, KS 66012
913-820-8393
- REFERENCES**
- ROLLING ACRES PLAT # 8 P. 11 (1971)
 - 407Y ACRES - COO, 823P00505
 - QUAIL HUNTER DIVISION - 16.10 AC. # 1 (1970)
 - HOGAN ACRES - DOC. K21909017
- BENCHMARK**
SE CORNER BRIDGE BOX AT THE NW CORNER LOT 2 STREET LINE ADJ. EL. 873.96 (FAV. 04)
- ZONING**
RR-130
- RESTRICTIONS**
- 4' REAR SETBACK FOR NECESSARY BUILDINGS
 - 10' SIDE SETBACK
 - NO CROWDED MASTER WATER DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS
 - SEWERAGE SYSTEMS SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DWELLINGS
 - A FORM OF SEWERAGE CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND IS BEING ACTIVELY USED FOR FARMING PURPOSES
 - REVEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FARM OPERATIONS REFERRED TO HEREIN
 - LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION
- NOTES**
- LEAVENWORTH COUNTY KANSAS DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION, ARE CORRECT OR TRUE IN ANY MANNER AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
 - EXISTING USE OF AREA BEING PLATTED - AGRICULTURAL
 - PROPOSED USE - RESIDENTIAL - 1 ACRE/0.25 AC.
 - THIS PLAT IS IN A SPECIAL FLOOD HAZARD AREA FROM FEMA 601553020Z (DATED 11/4/2014)



DEED-DOC #2017061773
THE NORTH 20 ACRES OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, EXCEPT THAT PART USED FOR ROAD PURPOSES.

SURVEYORS DESCRIPTION
THE NORTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 3-T12S-R22E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE S17°00'00\"/>

CERTIFICATION AND DEDICATION
EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE. THE RIGHTS OF WAY (WHICH ARE SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAT AND SAID EASEMENTS) WILL BE EMPLOYED TO LOCATE AND MAINTAIN SEWER, WATER, GAS, FUEL, POWER AND WIRE AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREAFTER USED BY THE PUBLIC OVER AND ALONG THE STRIPS MARKED \"UTILITY EASEMENT LINES\".

\"DRAINAGE EASEMENTS\" OR \"D\" SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR THE PURPOSE OF CONSTRUCTING, USING, REPAIRING AND MAINTAINING A COLLECT, STORM SEWER, DRAINAGE DITCH, OR OTHER DRAINAGE FACILITY OR TREATMENT FACILITY OR TREATMENT FACILITY, INCLUDING THE RIGHT TO MAINTAIN, REPAIR AND REPLACE THE DRAINAGE FACILITY AND FOR ANY RECONSTRUCTION AND FUTURE EXPANSION OF SUCH FACILITY TOGETHER WITH THE RIGHT OF ACCESS FOR THE SAME. SAID EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE. DRAINAGE EASEMENTS SHALL BE CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OR INTERFERENCE WITH THE USE AND MAINTENANCE OF STORM DRAINAGE FACILITIES. THE MAINTENANCE AND UPKEEP OF SAID EASEMENTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNERS OF THE LOTS INTERFERING SAID EASEMENTS ARE DESIGNATED. LEAVENWORTH COUNTY SHALL BE RESPONSIBLE FOR ANY MAINTENANCE AND UPKEEP OF SAID EASEMENTS.

STREETS SHOWN ON THE ACCOMPANYING PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DESIGNATED.
BUILDING LINES ON SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR STATES THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT HE HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS \"H & L VALLEY\".

1. THE UNDERSIGNED OWNER OF \"H & L VALLEY\" HAVE SET BY HAND THIS _____ DAY OF _____ 2022.

NOTARY PUBLIC _____ BY COMMISSION EXPIRES _____

APPROVAL
BY THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF \"H & L VALLEY\" THIS _____ DAY OF _____ 2022.

COMMISSIONER / STEVE ROSENTHAL SECRETARY / KRISTAL A. VOITH, CLM

THE LEAVENWORTH COUNTY ENGINEERS AND SURVEYORS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY LEAVENWORTH COUNTY, THE COUNTY IS NOT RESPONSIBLE FOR THE ACCURACY AND ASSOCIATION OF THE SEVERAL ENGINEERS, ELEVATIONS AND QUANTITIES.

COUNTY ENGINEER / MITCH PLEAK, PE

WE, THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF \"H & L VALLEY\" THIS _____ DAY OF _____ 2022.

COMMISSIONER / MICHAEL SMITH COUNTY CLERK / JANET KLASINSKI (ATTEST)

COUNTY REVIEWER CERTIFICATION
I, MICHAEL J. BROWN, COUNTY REVIEWER, HAVE REVIEWED THE DOCUMENTS OF S.S. 18-2005. THE FACE OF THIS PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR SURVEY SURVEYS. NO FIELD VERIFICATION IS WELLED. THIS SURVEY IS FOR SURVEY INFORMATION ONLY.

Reviewed 2022.02.08. No comment. **1**

STATE OF KANSAS / COUNTY OF LEAVENWORTH
FIELD RECORD DOCUMENT # _____ ON THIS _____ DAY OF _____ 2022

REGISTER OF DEEDS / TERRY D. G. MASHBURN



LARRY T. HAHN, KS PS - 1349
THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THE SURVEY WAS MADE AND BY SAID SURVEYOR THAT SAID SURVEY MEETS OR EXCEEDS THE KANSAS MINIMUM STANDARDS FOR EDUCATIONAL SURVEYS.

HAIN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
913.347.4485
hainsurvey@gmail.com

**Leavenworth County
Request for Board Action
Case No. DEV-22-005/006
Preliminary & Final Plat Teton Acres**

Date: March 23, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a two lot subdivision. Proposed Lot 1 is approximately 11.7 acres and Lot 2 is approximately 6.7 acres.

Analysis: The applicant is requesting a to create 2-lot Cross-Access Easement subdivision that will access 166th Street. Lots 1 & 2 are 11.65 and 6.71 acres in size, respectively and do not meet the lot width-to-depth ratio and do not maintain perpendicular lot lines from 166th Street. RWD 7 requires all new subdivisions to perform a water line extension study (see Jan 13 memo). The Subdivision is classified as a Class C with all lots lying with the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.)

The applicant is requesting exceptions for the following:

- 50-40.3.d - Non-perpendicular lot lines from 166th Street
- 50-40.3.i – Width-to-depth ratio

The Planning Commission approved the requested exceptions.

Recommendation: The Planning Commission voted 7-0 (2 absences) to recommend approval of Case No. DEV-22-005/006, Preliminary and Final Plat for Teton Acres subject to conditions.

Alternatives:

1. Approve Case No. DEV-22-005/006, Preliminary and Final Plat for Teton Acres, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-005/006, Preliminary and Final Plat for Teton Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-005/006, Preliminary and Final Plat for Teton Acres, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

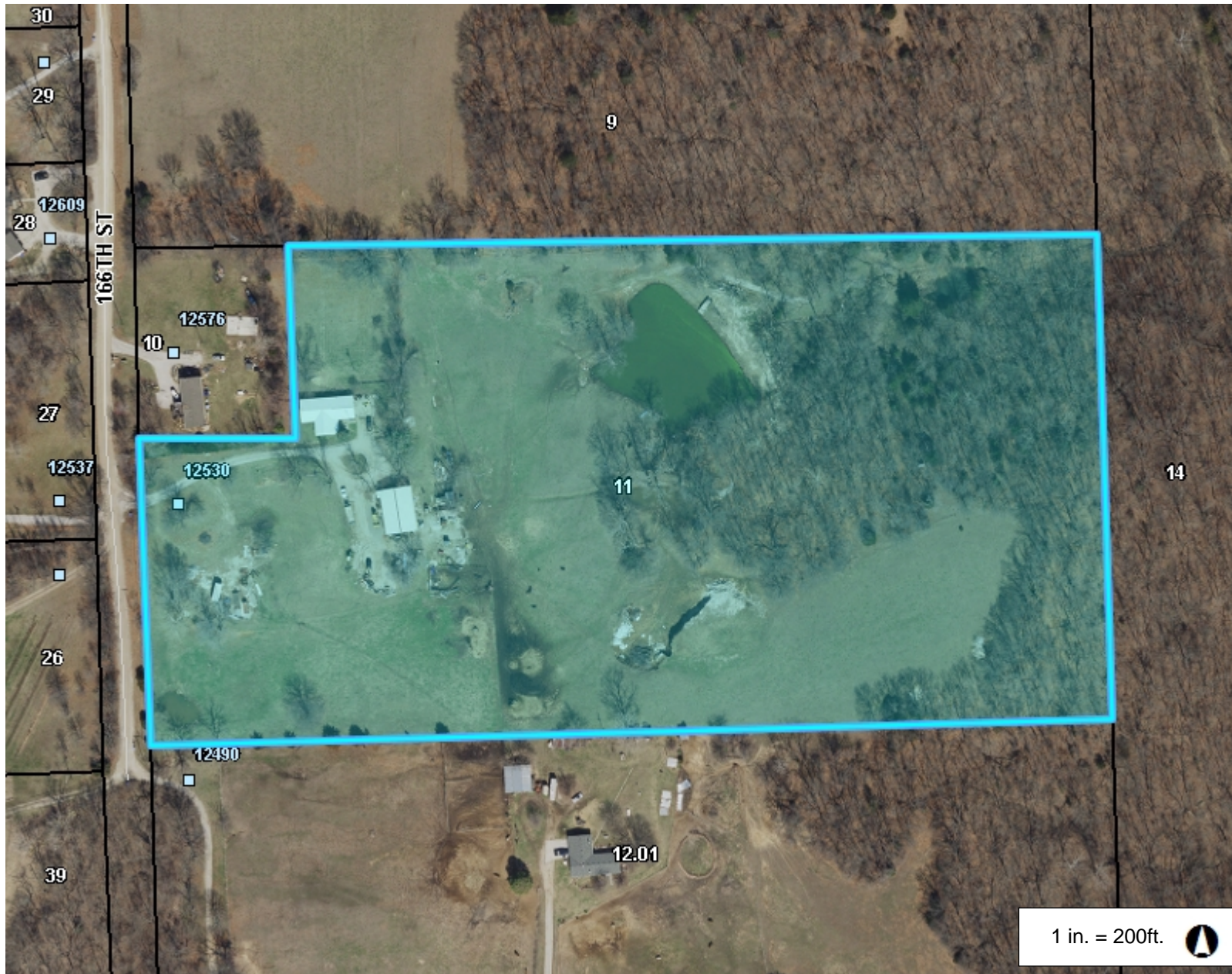
Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

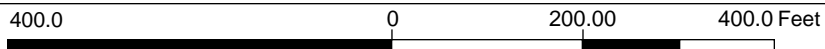
DEV-22-005 & 006 Teton Acres



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⊞ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- + Railroad

1 in. = 200ft.



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

**LEAVENWORTH COUNTY
BOARD OF COUNTY COMMISSIONERS**

CASE NO: DEV-22-005 & 006

STAFF REPORT

March 23, 2022

REQUEST:
 Preliminary/Final Plat

STAFF REPRESENTATIVE:
 JOSHUA GENTZLER
 PLANNER II

SUBJECT PROPERTY: 12530 166TH STREET

APPLICANT/APPLICANT AGENT:
 JOE HERRING
 HERRING SURVEYING
 315 N 5TH ST
 LEAVENWORTH, KS 66048

PROPERTY OWNER:
 SHANE & BRITTANY COOPER
 12530 166TH ST
 LEAVENWORTH, KS 66048

CONCURRENT APPLICATIONS:
 NONE

LEGAL DESCRIPTION:
 A tract of land in the Southwest ¼ of the Southwest ¼ in Section 15, Township 12 South, Range 22 East of the 6th P.M. Leavenworth County, Kansas.

LAND USE

ZONING: RR-2.5
 FUTURE LAND USE DESIGNATION:
 RESIDENTIAL (2.5 Acre Minimum)
 SUBDIVISION: N/A
 FLOODPLAIN: N/A

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH EXCEPTIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Case No. DEV-22-005 & 006, Preliminary and Final Plat for Teton Acres, with or without conditions; or
2. Deny Case No. DEV-22-005 & 006, Preliminary and Final Plat for Teton Acres for the following reasons;
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-005/006, Preliminary and Final Plat for Teton Acres, with Findings of Fact; or
4. Continue the hearing to another date, time, and place.

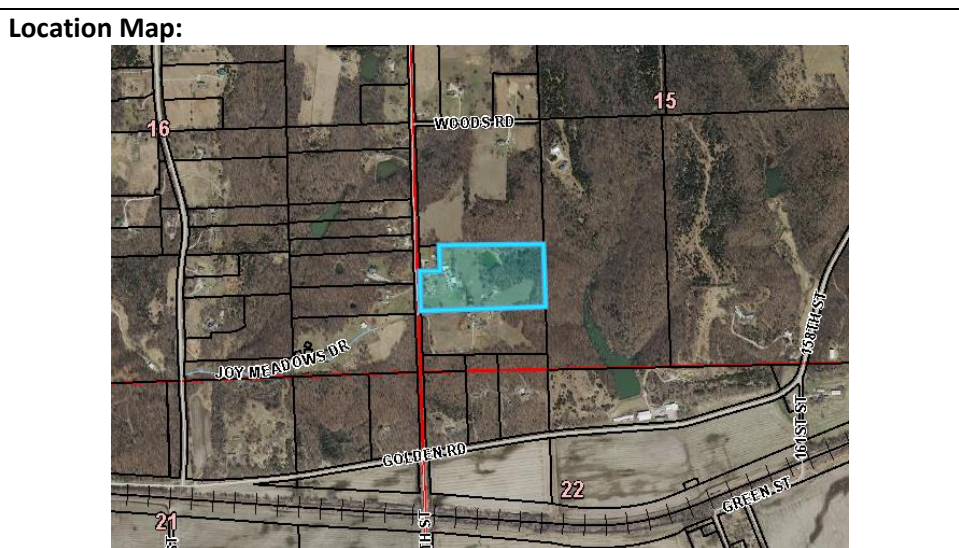
PARCEL SIZE:
 18.36 Acres

PARCEL ID NO:
 235-15-0-00-00-011.00

BUILDINGS:
 EXISTING - 1 HOUSE & 1 BARN

PROJECT SUMMARY:
 Request for a preliminary and final plat approval to subdivide property located at 12530 166th Street (235-15-0-00-00-011.00) as Lot 1-2 of Teton Acres.

ACCESS/STREET:
 166th Street via Teton Drive, a Cross-Access Easement



UTILITIES

SEWER: N/A
 FIRE: SHERMAN TOWNSHIP FIRE
 WATER: RWD 7
 ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:
 N/A

NEWSPAPER NOTIFICATION:
 2/16/2022

NOTICE TO SURROUNDING PROPERTY OWNERS:
 N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	X	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Lot lines do not "bear 90 degrees from street right-of-way." (50-40.3.d) Lots 1 & 2 do not meet width-to-depth ratio (50-40.3.i)		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is requesting a to create 2-lot Cross-Access Easement subdivision that will access 166th Street. Lots 1 & 2 are 11.65 and 6.71 acres in size, respectively and do not meet the lot width-to-depth ratio and do not maintain perpendicular lot lines from 166th Street. RWD 7 requires all new subdivisions to perform a water line extension study (see Jan 13 memo). The Subdivision is classified as a Class C with all lots lying with the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660’ of the subdivision. (See condition 4.)

The applicant is requesting exceptions for the following:

- 50-40.3.d - Non-perpendicular lot lines from 166th Street
- 50-40.3.i – Width-to-depth ratio

If the exceptions are granted, Staff is generally in support of the subdivision. The Planning Commission approved the exceptions listed in condition 6.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. Chuck Magaha – Emergency Management, January 26, 2022
 - b. David Rinaldi – RWD 7, January 13, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
6. An exception be granted to the Zoning and Subdivision Regulations:

- a. 50-40.3.d; and
 - b. 50-40.3.i.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

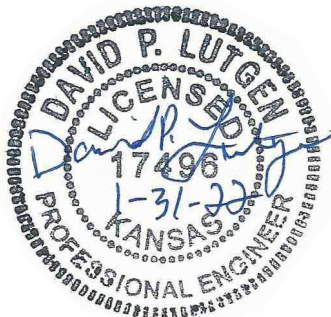
ATTACHMENTS:

A: Application & Narrative

B: Zoning & Future Land Use Maps

C: Memorandums

Teton Acres
Leavenworth County Kansas
Drainage Report
January 9, 2022
Revised January 31, 2022



Parcel Information - The 18.36-acre (+/-) parcel is located on the east side of 166th Street south of Loring Road in Leavenworth County KS. The property is zoned RR 2.5.

Existing Conditions – There is a house, driveway, and outbuilding on the property. The east side of the property is wooded and there is a pond near the north property line. There is also a small pond in the south west corner of the property. The parcel can be divided into several drainage areas as shown on exhibit #1. Drainage calculations are only prepared for drainage area #1. This drainage area is where the new driveway and home are assumed to be constructed. No changes are anticipated in the other drainage areas. It is assumed that one acre of ground is maintained as a grass lawn and the remainder is pasture.

A composite c value was calculated for each drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and existing land use, see Exhibits #2 and #3.

Existing	c value	Acres in each Drainage Area			
		DA #1			
Pasture	0.36	2.99			
Gravel Drive	0.50	0.39			
Impervious	0.90	0.10			
Grass	0.30	1.00			
Composite c		0.37			

$$\text{composite c} = \frac{(\text{Impervious Acres} * 0.90 + \text{Gravel Acres} * 0.50 + \text{Pasture Acres} * 0.36 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create two residential building lots. Lot #1 has an existing home, driveway and outbuilding. The new homes are assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2 and #3. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the house and driveway on Lots #2 - #5. It is assumed that one acre around the new home will be maintained as a grass lawn and the remainder is pasture. This development will contain a cross access easement (CAE) with a private driveway to serve both lots.

Developed		Acres in each Drainage Area		
	c value	DA #1		
Pasture	0.36	1.69		
Gravel Drive (Includes Private Driveway)	0.50	0.46		
Impervious	0.90	0.33		
Grass	0.30	2.00		
Composite c		0.39		

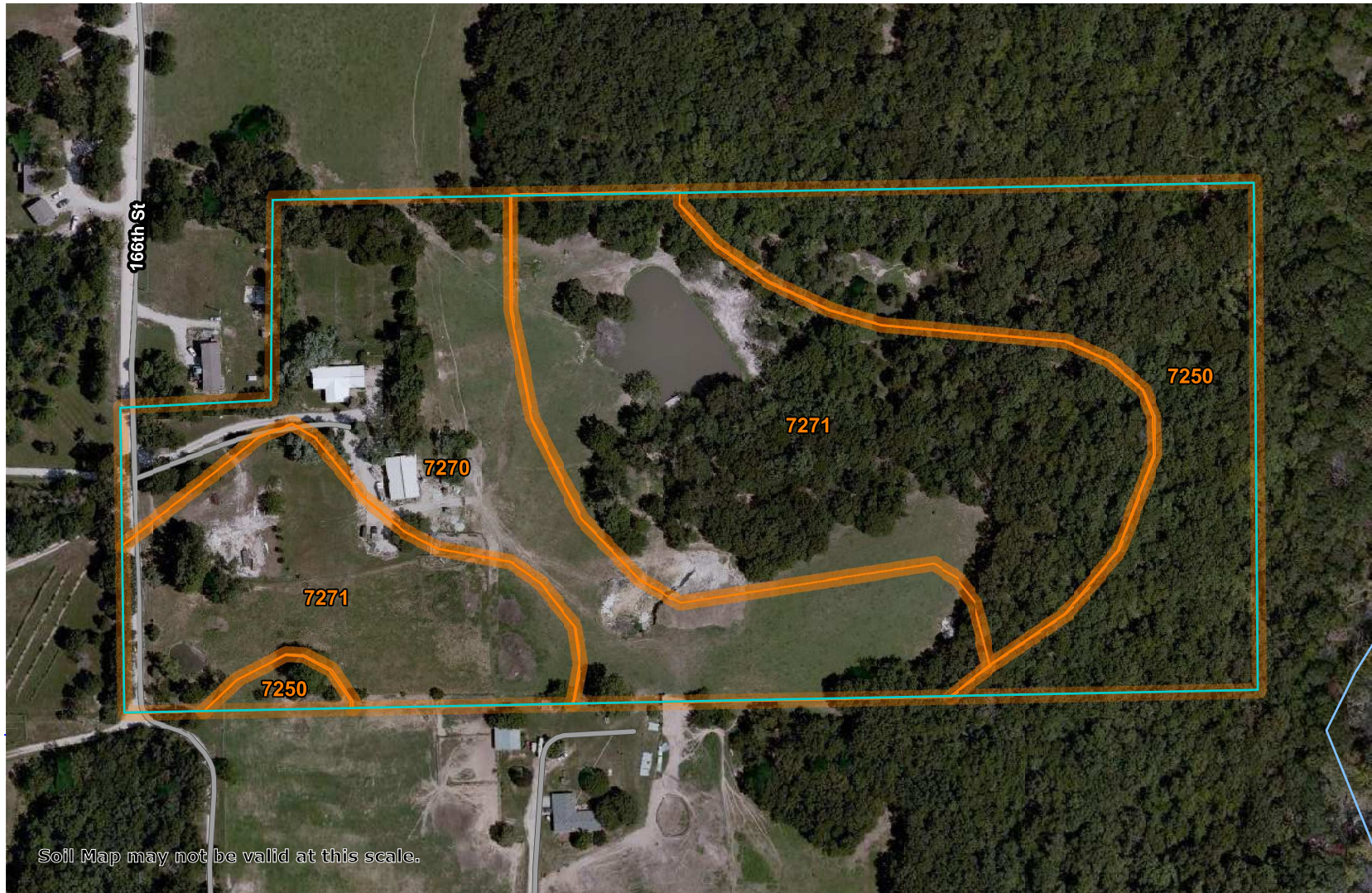
$$\text{composite c} = \frac{(\text{Impervious Acres} * 0.90 + \text{Gravel Acres} * 0.50 + \text{Pasture Acres} * 0.36 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following table. Calculations for the storm water runoff are included with the report.

DA #1		
	Q10 cfs	Q100 cfs
Existing	9.3	16.5
Developed	9.8	17.3
Change	5%	5%

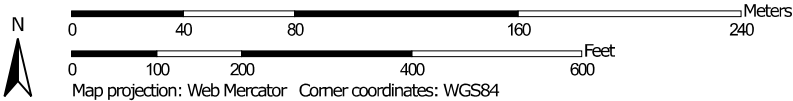
The increase in storm water runoff results in a 0.01-ft rise at the property line in a 10-yr storm and a 100-yr storm, see exhibits #5 – #8.

Conclusion – The change in land use for this parcel of ground results in a small increase in storm water runoff from the site.



Soil Map may not be valid at this scale.

Map Scale: 1:2,710 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

Map Unit Symbol	Map Unit Name
7250	Gosport-Sogn complex, 7 to 35 percent slopes
7270	Falleaf-Grinter soils, 4 to 8 percent slopes
7271	Falleaf-Grinter soils, 8 to 20 percent slopes

TABLE 1 Values of Runoff Coefficient C

URBAN AREAS:	
Type of drainage area	Runoff coefficient C
Lawns:	0.05 - 0.10
Sandy soil, flat 2%	0.10 - 0.15
Sandy soil, average, 2 - 7%	0.15 - 0.20
Sandy soil, steep, 7%	0.13-0.17
Heavy soil, flat, 2%	0.18 - 0.22
Heavy soil, average, 2 - 7%	0.25 - 0.35
Heavy soil, steep, 7%	
Business:	0.70 - 0.95
Downtown areas Neighborhood areas	0.50.0.70
Residential:	0.30 - 0.50
Single-family areas	0.40 - 0.60
Multi units, detached Multi units,	0.60 - 0.75
attached Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.35
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Streets:	0.70 - 0.95
Asphaltic	0.80 - 0.95
Concrete	0.70 - 0.85
Brick	
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95

AGRICULTURAL AREAS:

Topography and Vegetation	Runoff Coefficient C Soil Texture		
	Soil Texture		
	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland			
Flat 0 - 5% Slope	0.10	0.30	0.40
Rolling 5 - 10% Slope	0.25	0.35	0.50
Hilly 10 - 30% Slope	0.30	0.50	0.60
Pasture			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Source - Natural Resources Conservation Service (NRCS) US Department of Agriculture (USDA) Peak Discharge Course
https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1083019.pdf

EXHIBIT #3

Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-31-2022

Existing 10 Yr

Channel 1

TRAPEZOIDAL

Bottom Width = 4.00 ft
 Side Slope Left, z:1 = 3.00
 Side Slope Right, z:1 = 3.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 7.500 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 9.30 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
9.30	0.33	1.65	5.65	6.09	0.030	0.49	100.33	100.83	1.54	5.98

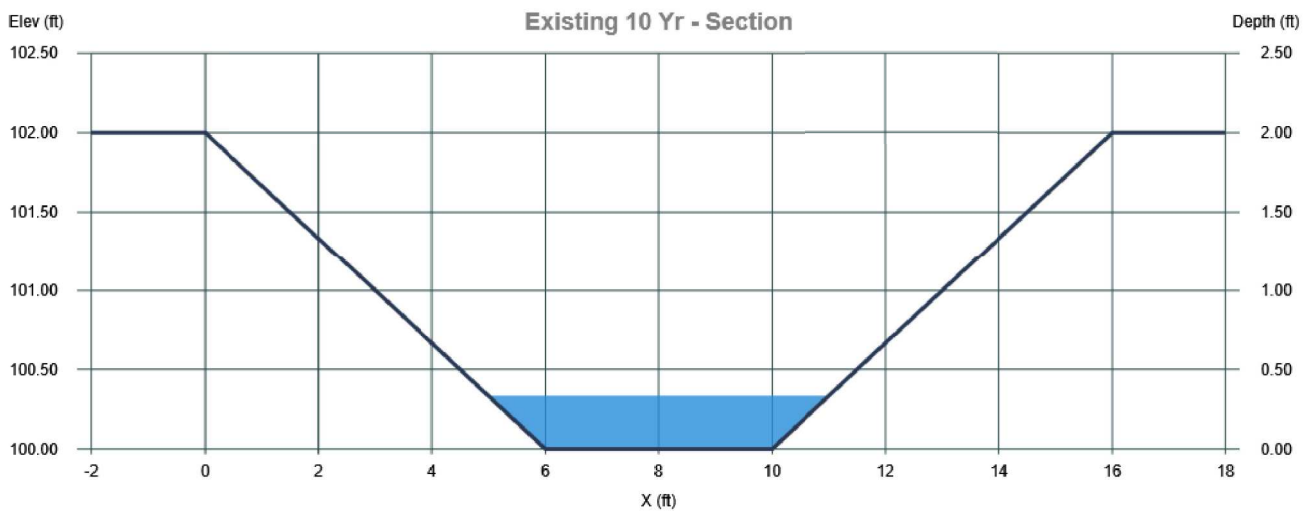


Exhibit #5

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-31-2022

Developed 10 Yr

Channel 2

TRAPEZOIDAL

Bottom Width = 4.00 ft
 Side Slope Left, z:1 = 3.00
 Side Slope Right, z:1 = 3.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 7.500 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 9.80 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
9.80	0.34	1.71	5.74	6.15	0.030	0.51	100.34	100.85	1.59	6.04

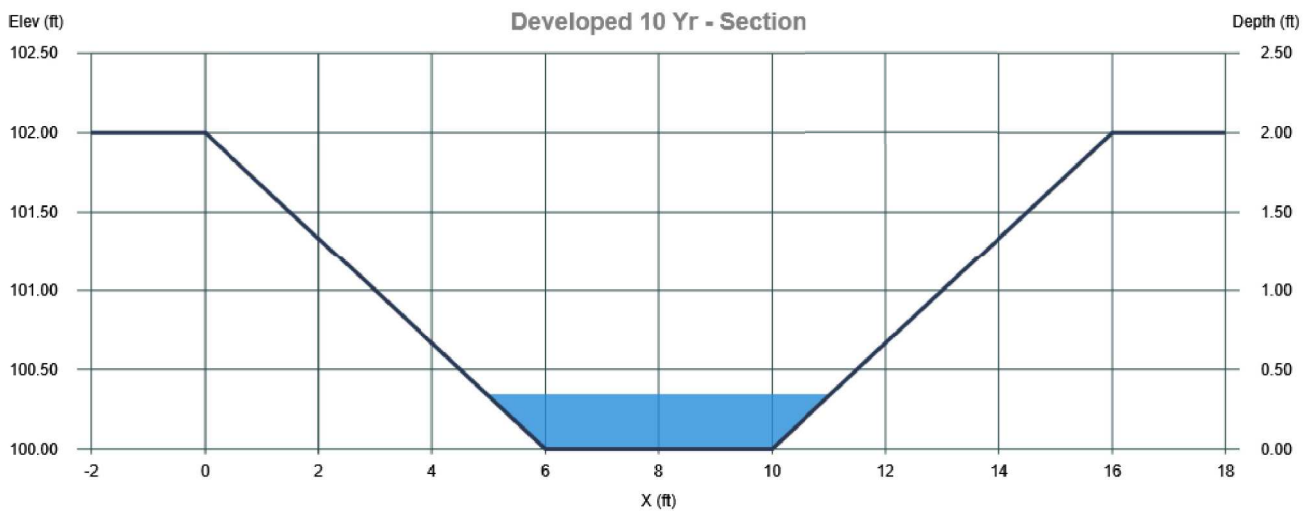


Exhibit #6

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-31-2022

Existing 100 Yr

Channel 3

TRAPEZOIDAL

Bottom Width = 4.00 ft
 Side Slope Left, z:1 = 3.00
 Side Slope Right, z:1 = 3.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 7.500 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 16.50 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
16.50	0.46	2.47	6.67	6.91	0.030	0.68	100.46	101.15	2.15	6.76

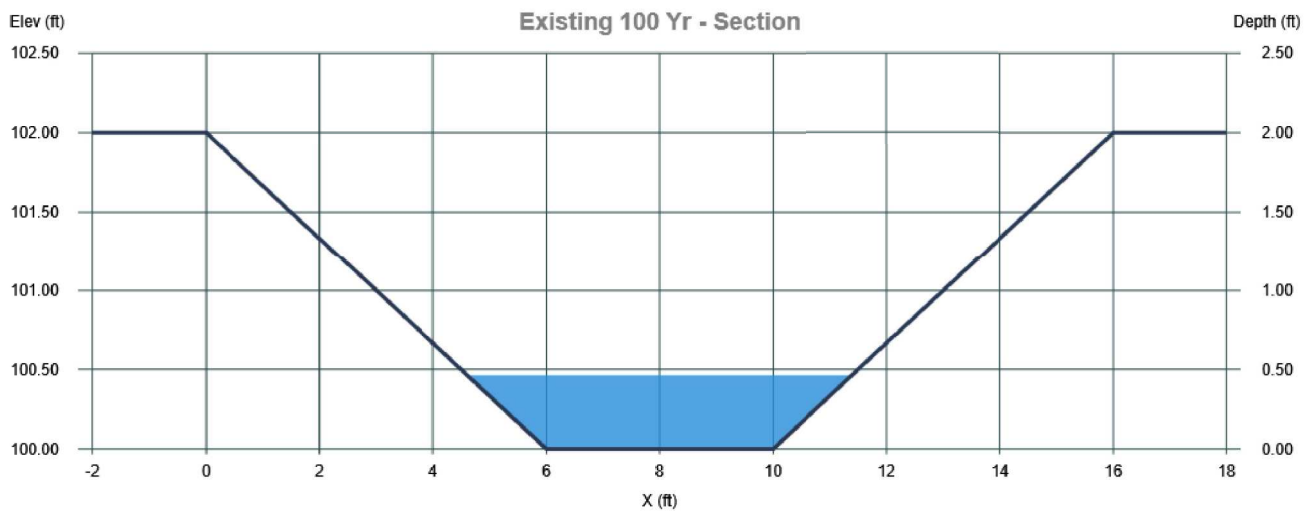


Exhibit #7

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-31-2022

Developed 100 Yr

Channel 4

TRAPEZOIDAL

Bottom Width = 4.00 ft
 Side Slope Left, z:1 = 3.00
 Side Slope Right, z:1 = 3.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 7.500 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 17.30 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
17.30	0.47	2.54	6.80	6.97	0.030	0.70	100.47	101.19	2.20	6.82

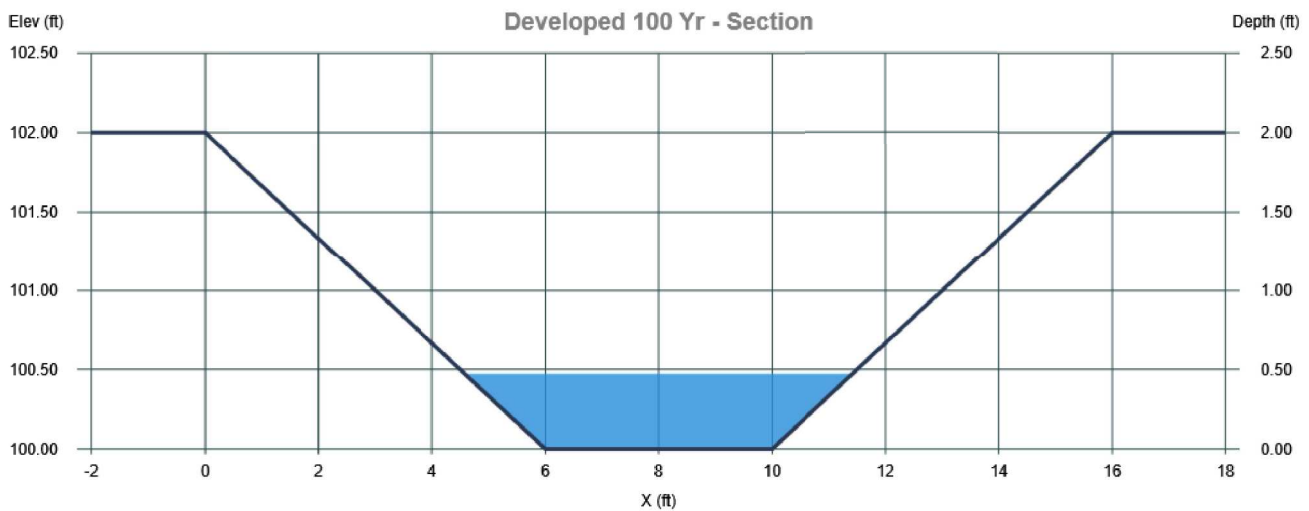


Exhibit #8

Drainage Area #1- 10 year

Existing Conditions

Area = 4.48 acres
C= 0.37
L= 520
S= 7.5
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.6$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.87$$

$$T_c = 12.5$$

$$i_{10} = 5.59$$

$$Q = KCiA$$

$$Q = 9.3 \text{ cfs}$$

Developed Conditions

Area = 4.48 acres
C= 0.39
L= 520
S= 7.5
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.4$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.87$$

$$T_c = 12.2$$

$$i_{10} = 5.64$$

$$Q = KCiA$$

$$Q = 9.8 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 4.48 acres
C= 0.37
L= 520
S= 7.5
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.6$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 0.87$$

$$T_c = 12.5$$

$$i_{100} = 7.93$$

$$Q = KCiA$$

$$Q = 16.5 \text{ cfs}$$

Developed Conditions

Area = 4.48 acres
C= 0.39
L= 520
S= 7.5
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.4$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 0.87$$

$$T_c = 12.2$$

$$i_{100} = 8.00$$

$$Q = KCiA$$

$$Q = 17.3 \text{ cfs}$$

Parcel Information - The 18.36-acre (+/-) parcel is located on the east side of 166th Street south of Loring Road in Leavenworth County KS. The property is zoned RR 2.5.

Existing Conditions – There is a house, driveway, and outbuilding on the property. The east side of the property is wooded and there is a pond near the north property line. There is also a small pond in the south west corner of the property. The parcel can be divided into several drainage areas as shown on exhibit #1. Drainage calculations are only prepared for drainage area #1. This drainage area is where the new driveway and home are assumed to be constructed. No changes are anticipated in the other drainage areas. It is assumed that one acre of ground is maintained as a grass lawn and the remainder is pasture.

A composite c value was calculated for each drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and existing land use, see Exhibits #2 and #3.

Existing	c value	Acres in each Drainage Area			
		DA #1			
Pasture	0.36	2.99			
Gravel Drive	0.50	0.39			
Impervious	0.90	0.10			
Grass	0.30	1.00			
Composite c		0.37			

$$\text{composite c} = \frac{(\text{Impervious Acres} * 0.90 + \text{Gravel Acres} * 0.50 + \text{Pasture Acres} * 0.36 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create two residential building lots. Lot #1 has an existing home, driveway and outbuilding. The new homes are assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2 and #3. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the house and driveway on Lots #2 - #5. It is assumed that one acre around the new home will be maintained as a grass lawn and the remainder is pasture. This development will contain a cross access easement (CAE) with a private driveway to serve both lots.

Developed		Acres in each Drainage Area			
	c value	DA #1			
Pasture	0.36	1.69			
Gravel Drive (Includes Private Driveway)	0.50	0.46			
Impervious	0.90	0.33			
Grass	0.30	2.00			
Composite c		0.39			

$$\text{composite c} = \frac{(\text{Impervious Acres} * 0.90 + \text{Gravel Acres} * 0.50 + \text{Pasture Acres} * 0.36 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following table. Calculations for the storm water runoff are included with the report.

DA #1		
	Q10 cfs	Q100 cfs
Existing	9.3	16.5
Developed	9.8	17.3
Change	5%	5%

The increase in storm water runoff results in a 0.01-ft rise at the property line in a 10-yr storm and a 100-yr storm, see exhibits #5 – #8.

Conclusion – The change in land use for this parcel of ground results in a small increase in storm water runoff from the site.

From: [Mitch Pleak](#)
Sent: Friday, February 4, 2022 8:54 AM
To: [Gentzler, Joshua](#)
Cc: [Anderson, Lauren](#); [Noll, Bill](#); [019-2831](#)
Subject: RE: Teton Acres Plat Review - DEV-22-005& 006
Attachments: Attachments.html

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

Joshua,
Good morning. Lauren and I have finished the review of the PP, FP, and drainage report. Comments to the PP and FP are in the link below. The drainage report included in the link has no additional comments.

Citrix Attachments

Expires August 3, 2022

Teton Acres Drainage Report 01-31-22.pdf	4 MB
Teton Acres Final Rev 2-1-22.pdf	2 MB
Teton Acres Prelim Rev 2-1-22.pdf	1.8 MB

[Download Attachments](#)

Mitchell Pleak uses Citrix Files to share documents securely.

Sincerely,

Mitch Pleak, PE

Senior Engineer / Civil

D 913.748.2503

7301 W. 133rd Street, Suite 200
Overland Park, KS 66213
O 913.381.1170



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[View Legal Disclaimer](#)

From: [Anderson, Lauren](#)
Sent: Thursday, March 3, 2022 10:43 AM
To: [Gentzler, Joshua](#); 'Mitch Pleak'
Subject: RE: Teton Acres Plat Review - DEV-22-005& 006

Josh,

Olsson and Engineering had no comment on the PP and I've reviewed the single comment we had on the FP. The comment has been addressed, we have no further comments on either FP or PP.

Lauren

From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Thursday, March 3, 2022 8:48 AM
To: 'Mitch Pleak' <mpleak@olsson.com>
Cc: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: RE: Teton Acres Plat Review - DEV-22-005& 006

Revisions attached. If you can review today, that would be great so we can get the packet set.

Joshua Gentzler
[Planning & Zoning](#)
913.684.0464

From: Mitch Pleak <mpleak@olsson.com>
Sent: Wednesday, March 2, 2022 2:09 PM
To: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Cc: Noll, Bill <BNoll@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 019-2831 <019-2831@olsson.com>
Subject: RE: Teton Acres Plat Review - DEV-22-005& 006

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

Joshua,

Lauren and I have reviewed the PP and FP. No further comments on the PP. Comments for the PP are attached. Please let me know of any questions.

Sincerely,

Mitch Pleak

From: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Sent: Tuesday, March 1, 2022 8:48 AM
To: Mitch Pleak <mpleak@olsson.com>
Subject: FW: Teton Acres Plat Review - DEV-22-005& 006

See attached.

Lauren

From: [jalayne leavenworthrwd7.com](mailto:jalayne.leavenworthrwd7.com)
Sent: Thursday, January 13, 2022 2:13 PM
To: [Gentzler, Joshua](mailto:Gentzler,Joshua)
Subject: Re: Review Requested - DEV-22-005/006 - Preliminary/Final Plat Teton Acres
Attachments: Teton Acres - 12530 166th St. Linwood KS New Subdivision Requirements.pdf

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.

Here is our answer to the subdivision of Teton Acres.

David Rinaldi
General Manager
913-481-4973

Jalayne Turner
Office Manager
Leavenworth RWD7
jalayne@leavenworthrwd7.com
913-441-1205

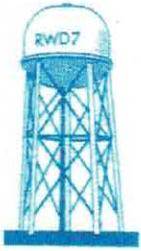
From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Thursday, January 13, 2022 11:41 AM
To: Mark Bilquist (stfdchief1760@gmail.com) <stfdchief1760@gmail.com>; jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>; Tyler.rebel@evergy.com <Tyler.rebel@evergy.com>; Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>
Subject: Review Requested - DEV-22-005/006 - Preliminary/Final Plat Teton Acres
The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Teton Acres, located at 12530 166th Street, Linwood, KS 66052. The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Wednesday, January 19th.
If you have any questions or need additional information, please contact me at (913) 684-0464 or at JGentzler@LeavenworthCounty.gov.
Thank you,
Joshua Gentzler
Planner II
[Planning & Zoning](#)
Leavenworth County
913.684.0464

MEMO

To: Krystal Voth
From: Chuck Magaha
Subject: Teton Acres
Date: March 3, 2022

Krystal, I have reviewed the preliminary plat of the Teton Acres Subdivision presented by Shane and Brittany Cooper. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along 166th Street, a hydrant to be placed between lot 1 and lot 2 at the private drive. I have no further recommendation for this subdivision.

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



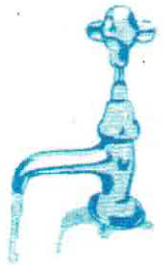
Leavenworth Rural Water District No. 7

P. O. Box 257 2451 S. 142nd St.
Bonner Springs, KS 66012

Phone: (913) 441-1205 Fax: (913) 422-3393 Toll Free: (888) 449-4028

E-Mail: Jalayne@leavenworthrwd7.com

Website: <http://www.lvrwd7.com>



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

Date: 1/13/2022

Subdivision: Teton Acres

Location: 12530 166th St. Linwood, KS 66052

Dear Director of Planning and Zoning & Staff:

Leavenworth County Rural Water District 7's policy and procedures require all new subdivisions to perform a water line extension study by the District's engineer. This is to determine adequate water system upgrades that will be required to serve the subdivision and surrounding area. New subdivisions can greatly impact the District's infrastructure and ability to provide quality water to proposed and current patrons. The District requires 6-inch or larger waterlines with fire hydrants to be installed in subdivisions. The District will not approve any subdivision plat that water is available unless the policies and procedures are followed. These steps are vital as the District must analyze that water is available and the ability to approve future benefit units to lots within a new subdivision. This includes waterline feasibility study, water main extensions, fire hydrants and road crossings. Please review and present this information to the applicant and subdivision developer.

Respectfully,

David Rinaldi
General Manager
Leavenworth RWD7

Subdivision Applicant:

TETON ACRES

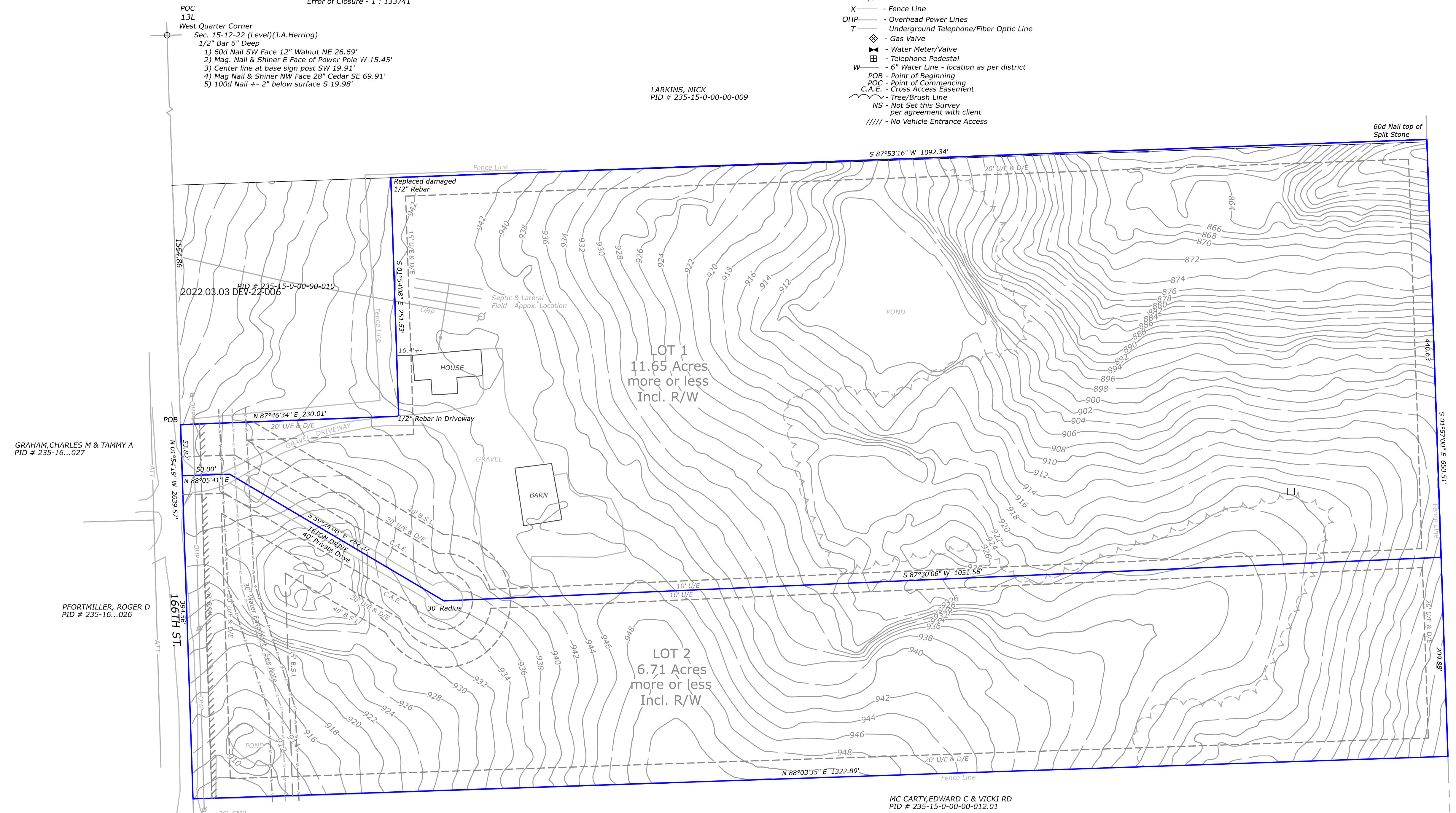
A Cross Access Easement Plat in the Southwest Quarter of Section 15, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 7, 2022, more fully described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 01 degrees 54'19" East for a distance of 1554.86 feet along the West line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence North 87 degrees 46'34" East for a distance of 230.01 feet; thence North 01 degrees 54'08" West for a distance of 251.53 feet; thence North 87 degrees 53'16" East for a distance of 1092.34 feet; thence South 01 degrees 57'00" East for a distance of 650.51 feet; thence South 88 degrees 03'35" West for a distance of 1322.89 feet to the West line of said Southwest Quarter; thence North 01 degrees 54'19" West for a distance of 394.56 feet along said West line to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 18.36 acres, more or less, including road right of way. Error of Closure - 1 : 133741

PRELIMINARY PLAT

PREPARED FOR:
Shane & Brittany Cooper
12530 166th Street
Linwood, KS 66052
PID # 235-15-0-00-00-011

SURVEYOR'S DESCRIPTION:
A tract of land in the Southwest Quarter of Section 15, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 7, 2022, more fully described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 01 degrees 54'19" East for a distance of 1554.86 feet along the West line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence North 87 degrees 46'34" East for a distance of 230.01 feet; thence North 01 degrees 54'08" West for a distance of 251.53 feet; thence North 87 degrees 53'16" East for a distance of 1092.34 feet; thence South 01 degrees 57'00" East for a distance of 650.51 feet; thence South 88 degrees 03'35" West for a distance of 1322.89 feet to the West line of said Southwest Quarter; thence North 01 degrees 54'19" West for a distance of 394.56 feet along said West line to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 18.36 acres, more or less, including road right of way. Error of Closure - 1 : 133741

- LEGEND:**
- - 1/2" Rebar Set with Cap No. 1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Stone Found
 - △ - 60d Nail Found
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement
 - BM - Benchmark
 - NS - Not Set this Survey, per agreement with client
 - - Power Pole
 - X - Fence Line
 - OHP - Overhead Power Lines
 - T - Underground Telephone/Fiber Optic Line
 - ◇ - Gas Valve
 - ⊕ - Water Meter/Valve
 - ⊞ - Telephone Pedestal
 - W - 6" Water Line - location as per district
 - POB - Point of Beginning
 - POC - Point of Commencing
 - C.A.E. - Cross Access Easement
 - - - Tree/Brush Line
 - NS - Not Set this Survey per agreement with client
 - //// - No Vehicle Entrance Access



GRAHAM, CHARLES M & TAMMY A
PID # 235-16...027

PFORTMILLER, ROGER D
PID # 235-16...026

LARKINS, NICK
PID # 235-15-0-00-00-009

MC CARTY, EDWARD C & VICKI RD
PID # 235-15-0-00-00-012.01

- POC
13L
West Quarter Corner
Sec. 15-12-22 (Level)(J.A.Herring)
1/2" Bar 6" Deep
- 1) 60d Nail SW Face 12" Walnut NE 26.69'
 - 2) Mag. Nail & Shiner E Face of Power Pole W 15.45'
 - 3) Center line at base sign post SW 19.91'
 - 4) Mag Nail & Shiner NW Face 28" Cedar SE 69.91'
 - 5) 100d Nail +- 2" below surface S 19.98'

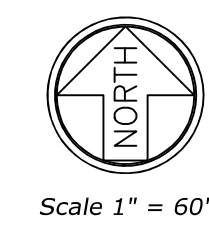
- 13N
Southwest Corner
Sec. 15-12-22 (Level)(J.A.Herring)
1/2" Bar found 1" above ground
- 1) 60d Nail LS-655 Washer E Face 8" Oak 1.6' above ground N 24.18'
 - 2) 60d Nail LS-655 Washer NE Face 10" Oak 3' above ground NW 13.33'
 - 3) 60d Nail LS-655 Washer E Face 8" Oak 2.8' above ground S 17.6'
 - 4) West Face Rock Fence E 11.2'
 - 5) 1/2" Bar Cap LS-356 (DGWhite) N 18.9'



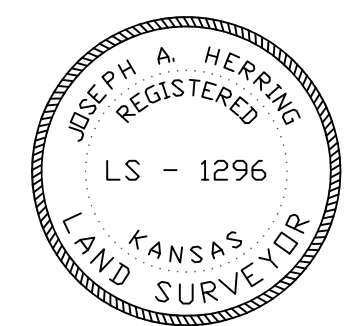
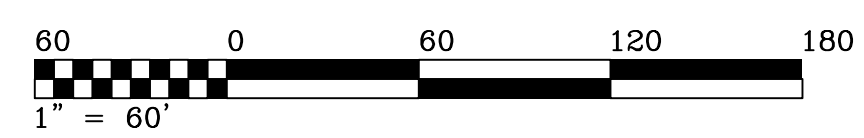
- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS SPC North 1501
 - 6) West line Southwest Quarter
 - 7) Monument Origin Unknown, unless otherwise noted.
 - 8) Proposed Lots for Residential Use.
 - 9) Road Record - See Survey
 - 10) Benchmark - NAVD88
 - 11) Project Benchmark (BM) - NW COR SW 1/4 - 1/2" Bar - 903.5'
 - 12) Easements, if any, are created hereon or listed in referenced title commitment.
 - 13) Reference Recorded Deed Document No. 2021R08902
 - 14) Utility Companies -
 - Water - Water District 7
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - 15) Reference Fidelity Title Company File No. 21410186 updated January 2022
 - 16) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0350G dated July 16, 2015
 - 17) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - 18) Distances to and of structures, if any, are +- 1'.
 - 19) Easements as per referenced Title Commitment are shown hereon, if any.
 - Easement to Greeley Gas Company, Book 487 Page 346, Blanket Easement in nature - not shown hereon.
 - 30' Easement to Rural Water No. 7, Book 577 Page 721, 15' either side of line as laid, approximated location of line provided by Water District, as shown hereon.
 - 20) Fence Lines do not necessarily denote the boundary line for the property.
 - 21) Reference Surveys:
 - Recorded Plat of JOY MEADOWS
 - Recorded Plat of DALEY ESTATES
 - D.G.White Survey dated 1999
 - J.A.Herring Survey Doc #2015S054
 - Recorded Plat of DONALDSON HILLTOP

ZONING:
RR 2.5 - Rural Residential 2.5

- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
 - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
 - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
 - 4) All Lots only have Access to 166th Street through the Cross Access Easement.
 - 5) Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement.
 - 6) Leavenworth County shall bear no responsibility for any maintenance and upkeep of the the Cross Access Easement, drive, and drive appurtenances.



Job # K-21-1499
January 6, 2022 Rev. March 2, 2022



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of February 2021 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

KIDWELL, BRIAN & DIANNA
PID # 235-15-0-00-00-014

TETON ACRES

A Cross Access Easement Plat in the Southwest Quarter of Section 15, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
Shane & Brittany Cooper
12530 166th Street
Linwood, KS 66052
PID # 235-15-0-00-00-011

CERTIFICATION AND DEDICATION
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: TETON ACRES.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2, and over Lot 2 for the benefit of Lot 1 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2.

IN TESTIMONY WHEREOF,
We, the undersigned owners of TETON ACRES, have set our hands this _____ day of _____, 2022.

Shane Cooper
Brittany Cooper

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2022, before me, a notary public in and for said County and State came Shane Cooper and Brittany Cooper, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of TETON ACRES this _____ day of _____, 2022.

Secretary
Krystal A. Voth
Chairman
Steven Rosenthal

COUNTY ENGINEER'S APPROVAL:
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of TETON ACRES, this _____ day of _____, 2022.

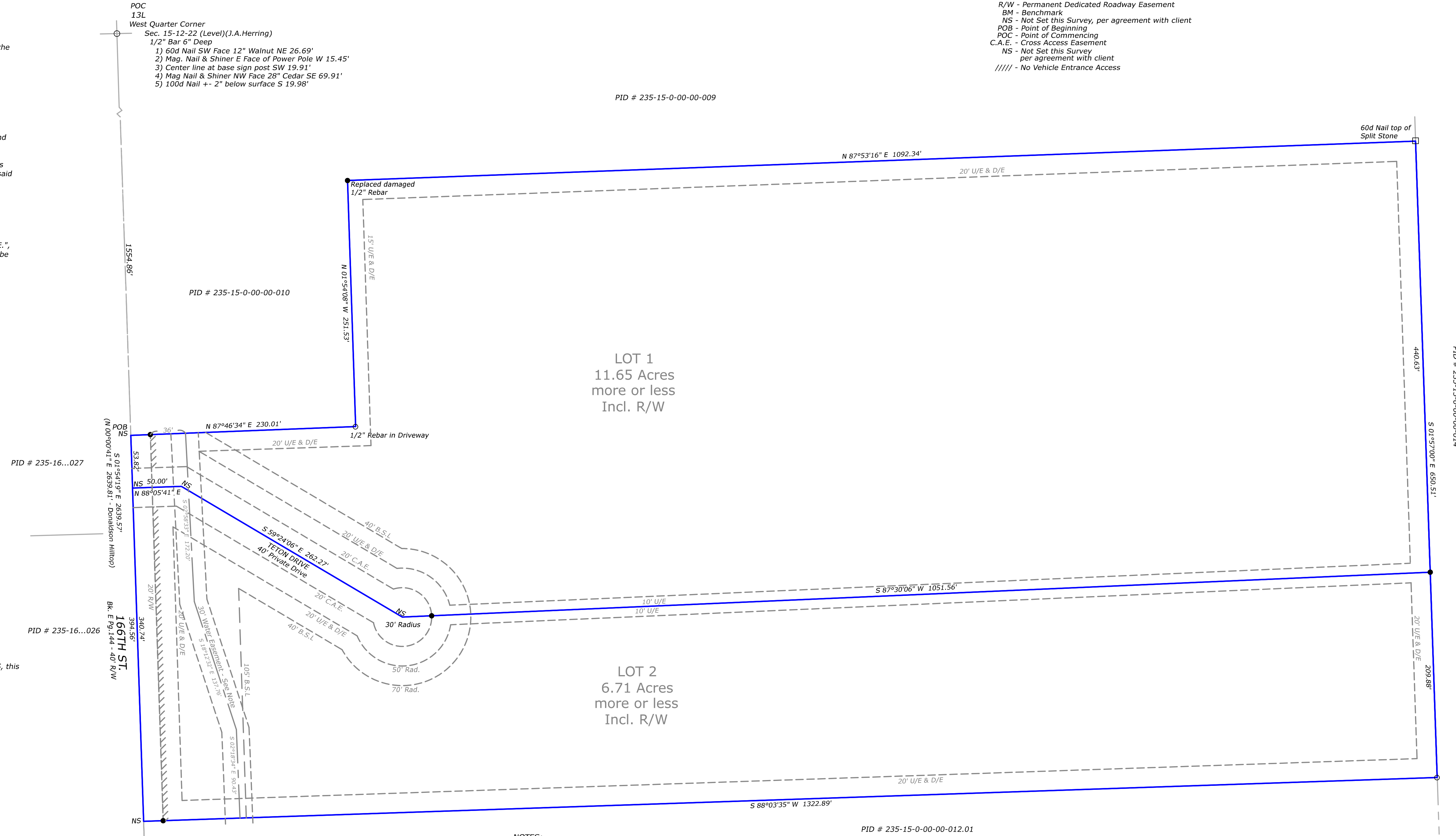
Chairman
Michael Smith
County Clerk
Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of _____, 2022 at _____ o'clock _____ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

SURVEYOR'S DESCRIPTION:
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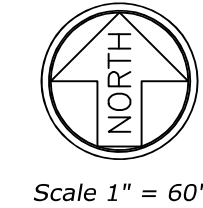
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○ - 1/2" Rebar Found, unless otherwise noted.
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() - Record / Deeded Distance
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B.S.L. - Building Setback Line
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POB - Point of Beginning
POC - Point of Commencing
C.A.E. - Cross Access Easement
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///// - No Vehicle Entrance Access



- NOTES:**
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 - West line Southwest Quarter
 - Monument Origin Unknown, unless otherwise noted.
 - Proposed Lots for Residential Use.
 - Road Record - See Survey
 - Benchmark - NAVD88
 - Project Benchmark (BM) - NW COR SW 1/4 - 1/2" Bar - 903.5'
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 - Reference Recorded Deed Document No. 2021R08902
 - Utility Companies -
- Water - Water District 7
- Electric - Evergy
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
 - Reference Fidelity Title Company File No. 21410186 updated January 2022
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 - Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
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- 30' Easement to Rural Water No. 7, Book 577 Page 721, 15' either side of line as laid, approximated location of line provided by Water District, as shown hereon.
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- Recorded Plat of DONALDSON HILLTOP

ZONING:
RR 2.5 - Rural Residential 2.5

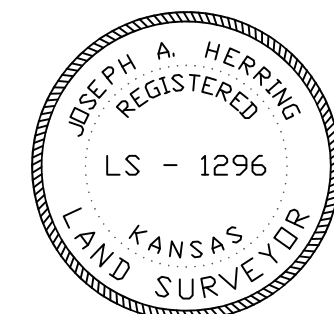
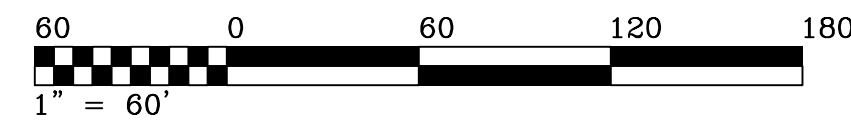
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 - All Lots only have Access to 166th Street through the Cross Access Easement.
 - Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement.
 - Leavenworth County shall bear no responsibility for any maintenance and upkeep of the Cross Access Easement, drive, and drive appurtenances.



I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Michael J. Bogina, KS PS-1655
Leavenworth County Survey Reviewer

Job # K-21-1499
January 6, 2022 Rev. Feb. 28, 2022
J. Herring, Inc. (dba)
SURVEYING
& COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5381
Email - survey@jeincash.com



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of February 2021 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

**Leavenworth County
Request for Board Action
Case No. DEV-22-009/010
Preliminary & Final Plat Downing Acres**

Date: March 23, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a two lot subdivision. Proposed Lot 1 is approximately 6 acres and Lot 2 is approximately 12.43 acres.

Analysis: The applicants are requesting approval of a two-lot subdivision for a parcel of land located on State Avenue, approximately 2.3 miles from the Jefferson County. Proposed Lot 1 is situated in the northeast corner of the property and contains approximately 6 acres. The existing house and accessory buildings will be located on Lot 1. Proposed Lot meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Proposed Lot 2 consists of the remaining 12.43 acres of the original parcel. An existing pond is proposed to be filled in on Lot 2. Lot 2 does not meet the Lot-Depth to Lot-Width standards set forth in the Leavenworth County Zoning and Subdivision Regulations. The Planning Commission has voted to approve an exception for the Lot-Depth to Lot-Width.

Recommendation: The Planning Commission voted 7-0 to recommend approval of Case No.DEV-22-009/010, Preliminary and Final Plat for Downing Acres subject to conditions.

Alternatives:

1. Approve Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres with Findings of Fact; or
4. Remand the case back to the Planning Commission.

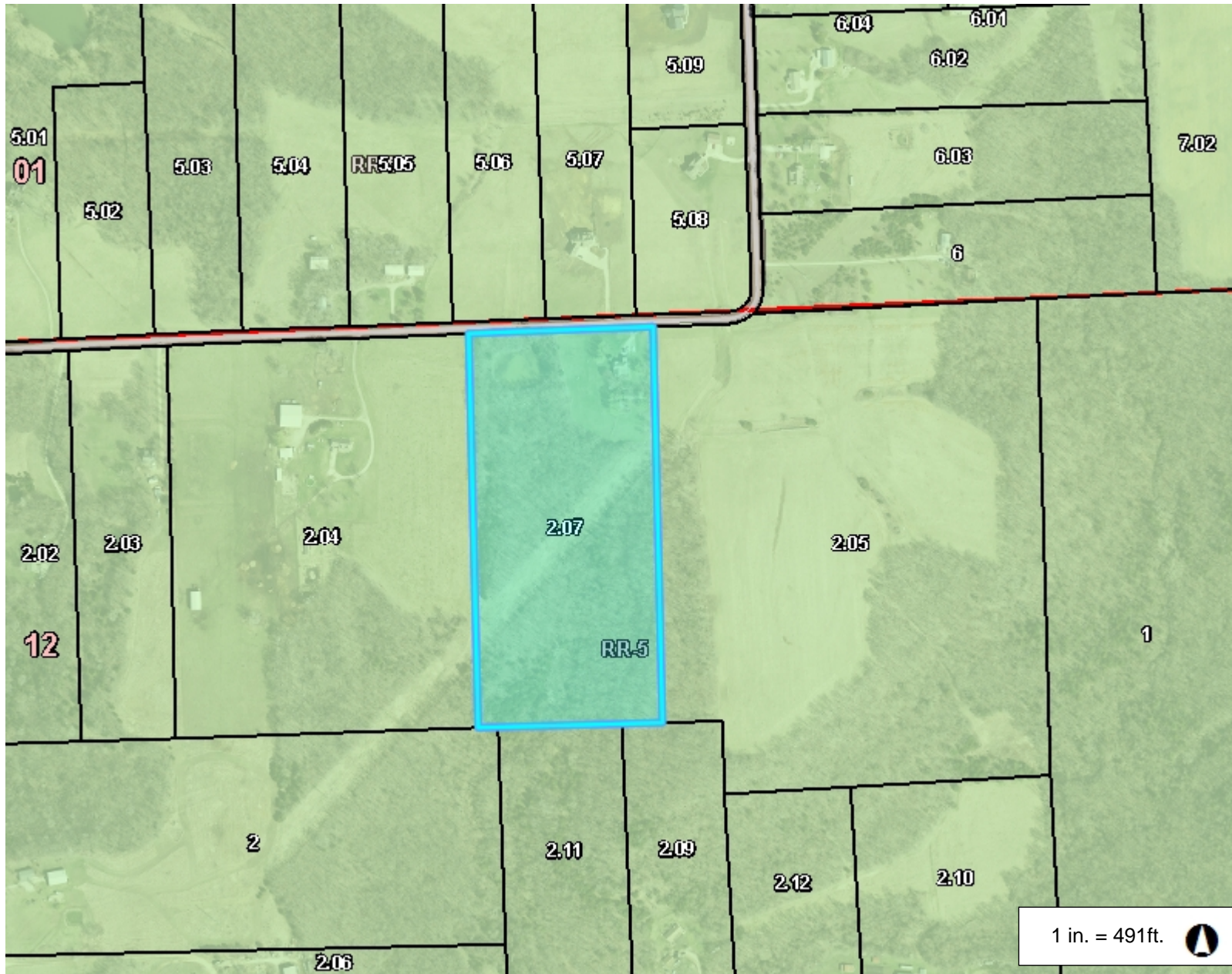
Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

DEV-22-009/010 Downing Acres



Legend

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

1 in. = 491ft.

982.8 0 491.41 982.8 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

**LEAVENWORTH COUNTY
Board of County Commission**

CASE NO: DEV-22-009&010

STAFF REPORT

March 23, 2022

REQUEST: **Consent Agenda**

Preliminary/Final Plat

STAFF REPRESENTATIVE:

AMY ALLISON
DEPUTY DIRECTOR

SUBJECT PROPERTY: 24283 STATE AVE



APPLICANT/APPLICANT AGENT:

LARRY HAHN
HAHN SURVEYING

PROPERTY OWNER:

KENNETH & PATRICIA DOWNING
24283 STATE AVE
TONGANOXIE, KS 66086

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL ESTATE (5 Acre
Minimum)

LEGAL DESCRIPTION:

A tract of land in the North ½ of Section 12, Township 11 South, Range 20 East of the 6th P.M, in Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH VOTE 7-0

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-009/010, Preliminary and Final Plat for Downing Acres with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE:

18.45 ACRES

PARCEL ID NO:

201-12-0-00-00-002.07

BUILDINGS:

EXISTING - 1 HOUSE, 1 ACCESSORY
STRUCTURE & 1 POND

PROJECT SUMMARY:

Request for a preliminary and final plat approval to subdivide property located at 24283 State Ave (201-12-0-00-00-002.07) as Lot 1-2 of Downing Acres.

ACCESS/STREET:

STATE AVE
COUNTY LOCAL ROAD, GRAVEL
SURFACE ± 20'

Location Map:



UTILITIES

SEWER: PRIVATE SEPTIC SYSTEM

FIRE: TONG. TOWNSHIP FIRE

WATER: RWD 6

ELECTRIC: FREESTATE

NOTICE & REVIEW:

STAFF REVIEW:

N/A

NEWSPAPER NOTIFICATION:

2/16/2022

NOTICE TO SURROUNDING
PROPERTY OWNERS:

N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Lots 2 do not meet width-to-depth ratio (50-40.3.i)		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide an 18+ acre parcel into two lots. The Subdivision is classified as a Class C with all lots lying with the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.) Lot 1 would be approximately 6 acres in size and retain the existing house and accessory buildings. Lot 2 is proposed to be 12.43 acres with an existing pond. Lot 2 does not meet the lot-depth to lot-width ratio and an exception will need to be granted. RWD#6 has indicated that the waterline to this property will need to be upgraded in order to add another service line, as outlined in Condition 3. If the exception is granted, Staff is generally in support.

The applicant is requesting exceptions for the following:

- 50-40.3.i – Width-to-depth ratio

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. Chuck Magaha – Emergency Management, January 28, 2022
 - b. Winnie Jane Hubbard – Rural Water District 6, January 27, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
6. An exception shall be granted for the lot-depth to lot-width ratio for Lot 2 (4.4:1).
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

ATTACHMENTS:

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

DOWNING ACRES

A SUBDIVISION IN THE NORTHWEST QUARTER OF
SECTION 12-T11S-R20E OF THE 6TH P.M.,
LEAVENWORTH COUNTY, KANSAS
PRELIMINARY PLAT

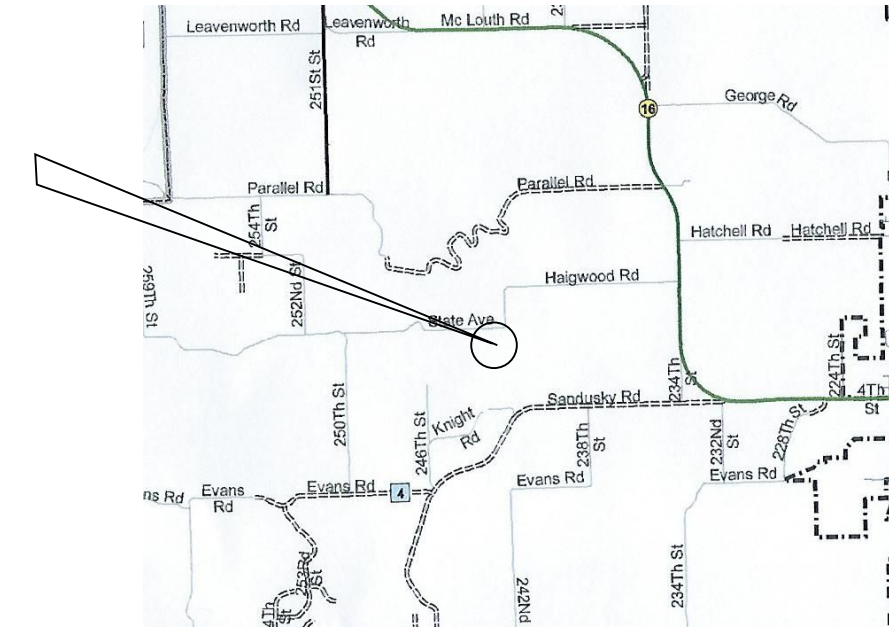
NE CORNER OF SE 1/4 OF SW 1/4
SECTION 1-T11S-R20E (23D)
1/2" REBAR (REF. #1)
1. SSW 34.60 TO TOP CENTER OF TELEPHONE RISER
2. N 8.25 TO 60D NAIL IN CORNER POST
3. NW 11.33 TO 60D NAIL IN BRACE POST
4. N 19.00 TO STREET SIGN POST

EAST LINE OF SE 1/4
OF SW 1/4
1-T11S-R20E

242ND STREET
S 87°43'49"W
1389.60
1009.91 (REF. #2)

NORTH LINE
OF NW 1/4

N 1/4 CORNER 12-T11S-R20E (23E)
RESET 1/2" x 24" REBAR (REF. S-14, #45, 1989)
1. SW 23.66 TO SPIKE IN POWER POLE
2. S 20.00 TO BOTTOM OF GUY ANCHOR
3. NW 0.10 TO STREET SIGN POST
4. SE 0.50 TO "T" POST



LOCATION MAP
NO SCALE

OWNER / DEVELOPER

KENNETH M. & PATRICIA A. DOWNING
24283 STATE AVE. CONTACT PERSON
TONGANOXIE, KS. 66086 JOHN BARNES (913) 775-0577

DEED DESCRIPTION - DOC. #2016R04334

A TRACT OF LAND IN THE NORTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE, S 89°35'00"E, 1650.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 89°35'00"E, 609.07 FEET; THENCE, S 00°25'00"W, 1320.00 FEET; THENCE, N 89°35'00"W, 609.07 FEET; THENCE, N 00°25'00"E, 1320.00 FEET TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, IN LEAVENWORTH COUNTY, KANSAS.

SURVEYORS DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 12-T11S-R20E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE, S 87°43'49"W, 350.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 02°16'11"E, 1320.00 FEET; THENCE, S 87°43'49"W, 609.07 FEET; THENCE, N 02°16'11"W, 1320.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE, N 87°43'49"E, 609.07 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINS 18.46 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY. AS SURVEYED BY LARRY T. HAHN, KS PS-1349, JANUARY, 2022. RELATIVE 1:0 (CLOSED LOOP)

RESTRICTIONS

- 40' REAR SETBACK FOR RESIDENCES
- 15' REAR SETBACK FOR ACCESSORY BUILDINGS
- 15' SIDE SETBACK
- AN ENGINEERED WASTEWATER DISPOSAL MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
- EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
- A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE.
- RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
- LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

NOTES

- FENCE LINES DO NOT DENOTE PROPERTY LINES.
- LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
- EXISTING USE OF AREA BEING PLATTED - RESIDENTIAL
PROPOSED USE - RESIDENTIAL
- THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA
FEMA MAP 20103C0300G, EFFECTIVE DATE: 07/16/2015
- O & E REPORT BY KANSAS SECURED TITLE NO. TX0016110

UTILITIES

ELECTRIC / FREESTATE
WATER / R.W.D. #6
GAS / PRIVATE PROPANE
SEWAGE / PRIVATE ON SITE SYSTEM
TELEPHONE / AT&T

DRAINAGE CALCULATIONS

ON SEPARATE DOCUMENT BY DAVID LUTGEN, PE

BENCHMARK

5/8" REBAR AT THE NORTHWEST CORNER
12-T11S-R20E
EL. = 1017.41 (NAVD88)

PUBLIC IMPROVEMENT

NONE

ZONING

RR - 5.0

ROAD INFORMATION

STATE AVENUE IS 20' WIDE +/- WITH GRAVEL SURFACE

LEGEND

- SURVEY MONUMENT FOUND (AS NOTED)
ORIGIN UNKNOWN, UNLESS REFERENCED
- 1/2" x 24" REBAR WITH #1349 CAP SET IN CONCRETE
- 1/2" x 24" REBAR SET WITH #1349 CAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- U/E UTILITY EASEMENT - DEDICATED THIS PLAT
- R/W ROAD RIGHT OF WAY
- ~~~~~ TREE COVER

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.04
OWNER:
MICHAEL H. & TAMMY L. KISSINGER, TRUST
24405 STATE AVE.
TONGANOXIE, KS. 66086

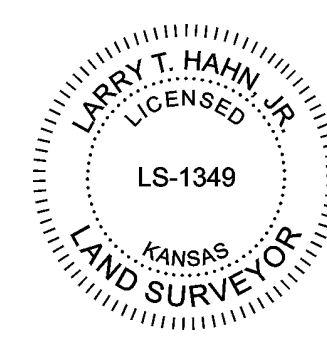
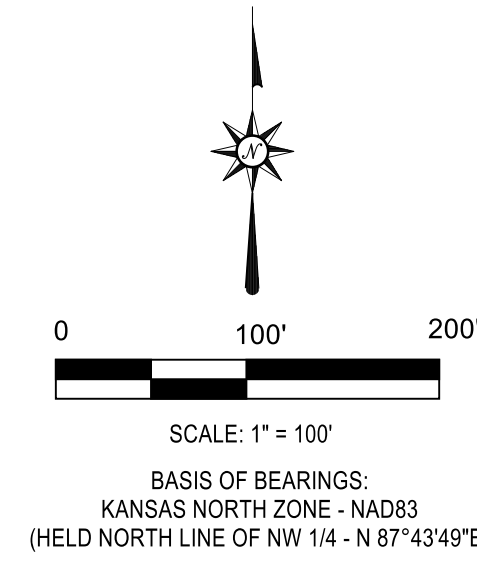
"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.00
OWNER:
JARROD A. SOMMER
18530 246TH ST.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.11
OWNER:
MARK W. & LESTA F. KNIPP
PO BOX 744
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.09
OWNER:
CRAIG C. & LOIS A. COKE
PO BOX 977
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.05
OWNER:
CLINTON M. KISSINGER
25251 LEAVENWORTH RD.
TONGANOXIE, KS. 66086

- REFERENCES:
- S-14, #58 (1989)
 - TINER ESTATES SUBDIVISION
BK. 14, PG. 73 (2002)
 - DOC. #2016R04334



LARRY T. HAHN, KS PS-1349

THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS".

HAHN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
(913) 547-3405
hahnsurvey@gmail.com

DOWNING ACRES

A SUBDIVISION IN THE NORTHWEST QUARTER OF
SECTION 12-T11S-R20E OF THE 6TH P.M.,
LEAVENWORTH COUNTY, KANSAS
FINAL PLAT

NE CORNER OF SE 1/4 OF SW 1/4
SECTION 12-T11S-R20E (23D)
1/2" REBAR (REF. #1)
1. SSW 34.60 TO TOP CENTER OF TELEPHONE RISER
2. N 8.25 TO 60D NAIL IN CORNER POST
3. NW 11.33 TO 60D NAIL IN BRACE POST
4. N 19.00 TO STREET SIGN POST

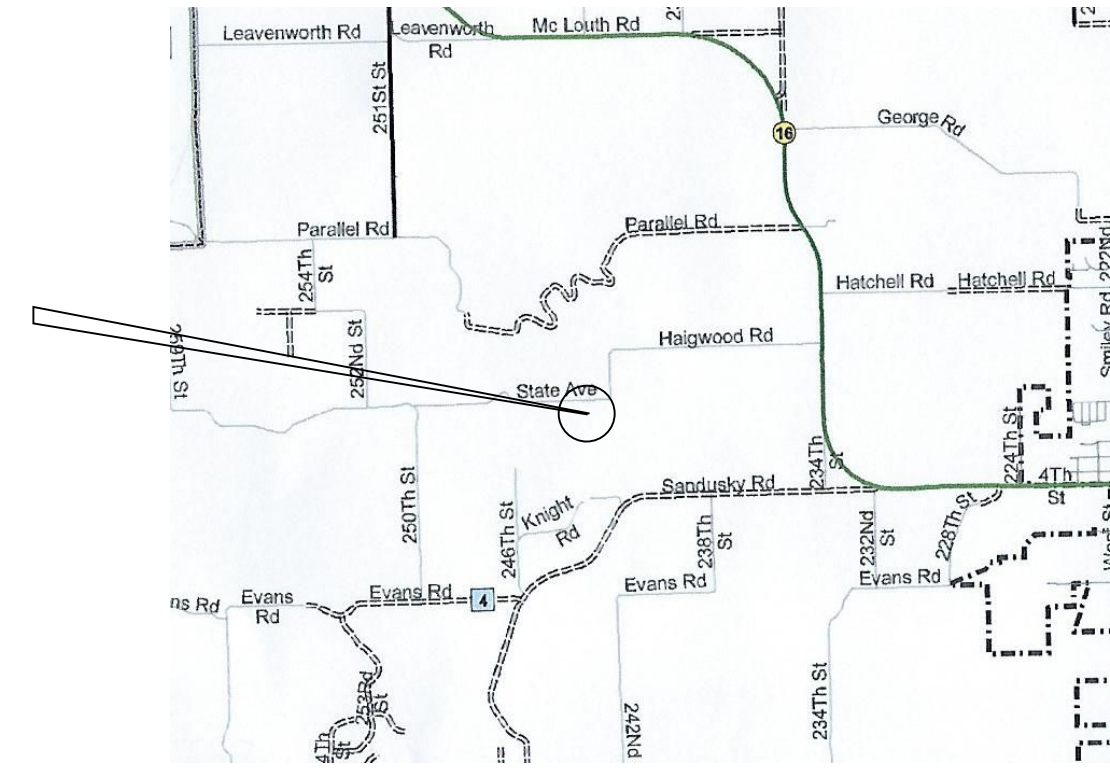
EAST LINE OF SE 1/4
OF SW 1/4
1-T11S-R20E

242ND STREET
S 11°16'57"W
1389.60
1009.91 (REF. #2)

NORTH LINE
OF NW 1/4

S 87°43'49"W
350.00

N 1/4 CORNER 12-T11S-R20E (23E)
RESET 1/2" x 24" REBAR (REF. S-14, #45, 1989)
1. SW 23.66 TO SPIKE IN POWER POLE
2. S 20.00 TO BOTTOM OF GUY ANCHOR
3. NW 0.10 TO STREET SIGN POST
4. SE 0.50 TO "T" POST



LOCATION MAP
NO SCALE

DEED DESCRIPTION - DOC. #2016R04334

A TRACT OF LAND IN THE NORTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE, S 89°35'00"E, 1650.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 89°35'00"E, 609.07 FEET; THENCE, S 00°25'00"W, 1320.00 FEET; THENCE, N 89°35'00"W, 609.07 FEET; THENCE, N 00°25'00"E, 1320.00 FEET TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, IN LEAVENWORTH COUNTY, KANSAS.

SURVEYORS DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 12-T11S-R20E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE, S 87°43'49"W, 350.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 02°16'11"E, 1320.00 FEET; THENCE, S 87°43'49"W, 609.07 FEET; THENCE, N 02°16'11"W, 1320.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE, N 87°43'49"E, 609.07 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINS 18.46 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY. AS SURVEYED BY LARRY T. HAHN, KS PS-1349, JANUARY, 2022. RELATIVE: 1:0 (CLOSED LOOP)

CERTIFICATION AND DEDICATION

THE UNDERSIGNED PROPRIETORS STATE THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS 'DOWNING ACRES'.

EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE, THE RIGHTS OF WAY WHICH ARE SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAT, AND SAID EASEMENTS MAY BE EMPLOYED TO LOCATE AND MAINTAIN SEWERS, WATER LINES, GAS LINES, POLES AND WIRES AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREAFTER USED BY THE PUBLIC OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" OR "U/E".

"DRAINAGE EASEMENTS" OR "D/E" SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR THE PURPOSE OF CONSTRUCTING, USING, REPLACING AND MAINTAINING A CULVERT, STORM SEWER, DRAINAGE DITCH, OR OTHER DRAINAGE FACILITY OR TRIBUTARY CONNECTIONS, INCLUDING SIMILAR FACILITIES, AND APPURTENANCES THERETO, INCLUDING THE RIGHT TO MAINTAIN, REPAIR AND REPLACE THE DRAINAGE FACILITY AND FOR AND RECONSTRUCTION AND FUTURE EXPANSION OF SUCH FACILITY, TOGETHER WITH THE RIGHT OF ACCESS FOR THE SAME, IS HEREBY DEDICATED FOR PUBLIC USE. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OF INTERFERE WITH THE USE AND / OR MAINTENANCE OF STORM DRAINAGE FACILITIES. THE MAINTENANCE AND UPKEEP OF SAID EASEMENTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNERS OF THE LOTS WHEREUPON SAID EASEMENTS ARE DEDICATED. LEAVENWORTH COUNTY SHALL BEAR NO RESPONSIBILITY FOR ANY MAINTENANCE AND UPKEEP OF SAID EASEMENTS.

STREETS SHOWN ON THE ACCOMPANYING PLAT AND NOT HERETOFOR DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES (S/B) ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF: WE THE UNDERSIGNED OWNERS OF "DOWNING ACRES", HAVE SET OUR HANDS THIS _____ DAY OF _____, 2022.

KENNETH M. DOWNING PATRICIA A. DOWNING

STATE OF KANSAS / COUNTY OF LEAVENWORTH

ON THIS _____ DAY OF _____, 2022, BEFORE ME APPEARED KENNETH M. DOWNING AND PATRICIA A. DOWNING, KNOWN TO ME TO BE THE SAME PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE SAME AS THEIR FREE ACT AND DEED. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVAL

WE THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF "DOWNING ACRES" THIS _____ DAY OF _____, 2022.

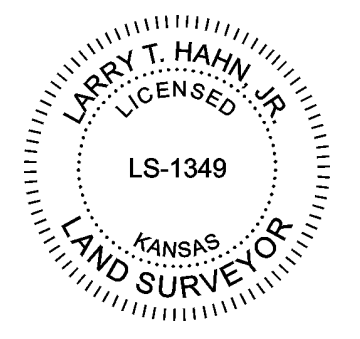
CHAIRPERSON / STEVE ROSENTHAL SECRETARY / KRystal A. VOTH, CFM

THE LEAVENWORTH COUNTY ENGINEERS PLAT REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY LEAVENWORTH COUNTY. THE COUNTY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, DIMENSIONS, ELEVATIONS AND QUANTITIES.

COUNTY ENGINEER / MITCH PLEAK, PE

WE THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF "DOWNING ACRES" THIS _____ DAY OF _____, 2022.

CHAIRPERSON / MICHAEL SMITH COUNTY CLERK / JANET KLASINSKI (ATTEST)



LARRY T. HAHN, KS PS-1349

THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS".

LEGEND

- SURVEY MONUMENT FOUND (AS NOTED) ORIGIN UNKNOWN, UNLESS REFERENCED
- 1/2" x 24" REBAR WITH #1349 CAP SET IN CONCRETE
- 1/2" x 24" REBAR SET WITH #1349 CAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- U/E UTILITY EASEMENT - DEDICATED THIS PLAT
- R/W ROAD RIGHT OF WAY

- REFERENCES:
1. S-14, #58 (1989)
 2. TINER ESTATES SUBDIVISION BK. 14, PG. 73 (2002)
 3. DOC. #2016R04334

OWNER:
KENNETH M. & PATRICIA A. DOWNING
24283 STATE AVE.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.04

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.05

ZONING

RR - 5.0

BENCHMARK

5/8" REBAR AT THE NORTHWEST CORNER
12-T11S-R20E
E.L. = 1017.41 (NAVD88)

RESTRICTIONS

1. 40' REAR SETBACK FOR RESIDENCES
- 15' REAR SETBACK FOR ACCESSORY BUILDINGS
- 15' SIDE SETBACK
2. AN ENGINEERED WASTEWATER DISPOSAL MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
3. EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
4. A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE
5. RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
6. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

NOTES

1. LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
2. EXISTING USE OF AREA BEING PLATTED - RESIDENTIAL PROPOSED USE - RESIDENTIAL
3. THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA FEMA MAP 20103C0300G, EFFECTIVE DATE: 07/16/2015

STATE OF KANSAS / COUNTY OF LEAVENWORTH

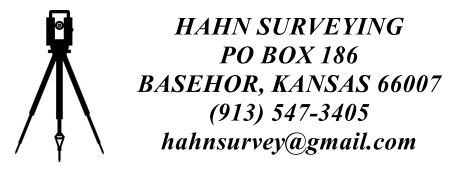
FILED FOR RECORD IN DOCUMENT # _____ ON THIS _____ DAY OF _____, 2022
AT _____ O'CLOCK _____ IN THE OFFICE OF THE REGISTER OF DEEDS, LEAVENWORTH COUNTY, KANSAS.

COUNTY REVIEWER CERTIFICATION

I HEREBY CERTIFY THIS PLAT MEETS THE REQUIREMENTS OF K.S.A. 58-2005. THE FACE OF THIS PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

MICHAEL J. BOGINA, KS PS-1655
LEAVENWORTH COUNTY SURVEY REVIEWER

REGISTER OF DEEDS / TERRILOIS G. MASHBURN

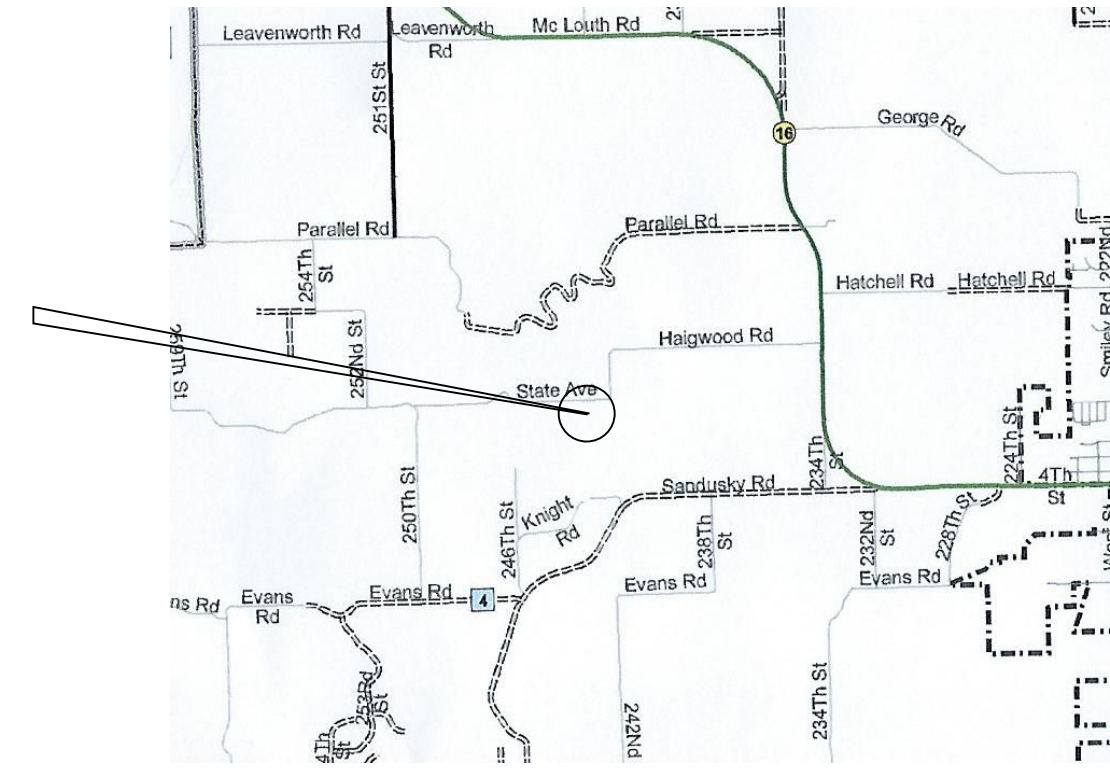


HAHN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
(913) 547-3405
hahnsurvey@gmail.com

DOWNING ACRES

A SUBDIVISION IN THE NORTHWEST QUARTER OF
SECTION 12-T11S-R20E OF THE 6TH P.M.,
LEAVENWORTH COUNTY, KANSAS
FINAL PLAT

02-14-2022
Olsson Review
No further
comments

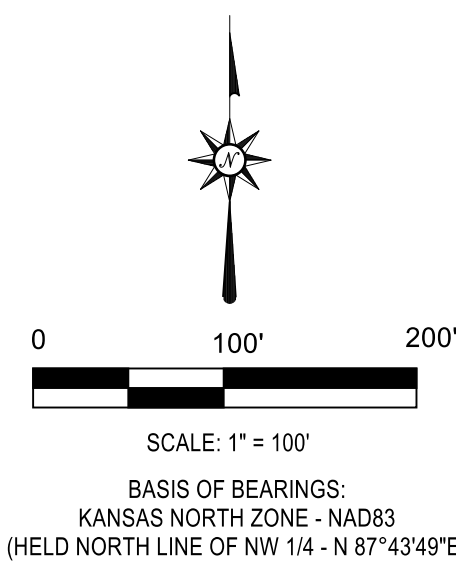
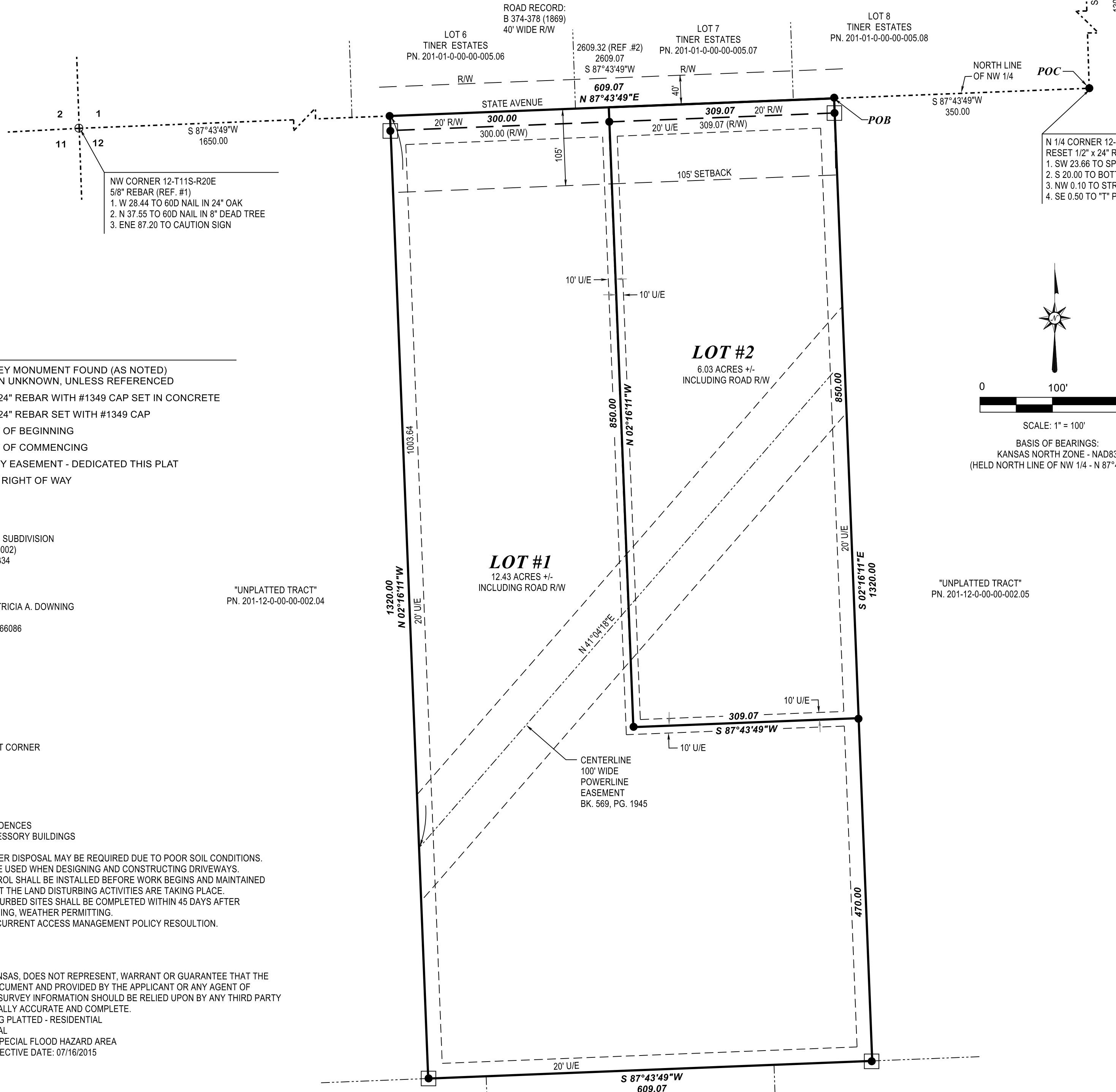


LOCATION MAP
NO SCALE

NE CORNER OF SE 1/4 OF SW 1/4
SECTION 12-T11S-R20E (23D)
1/2" REBAR (REF. #1)
1. SSW 34.60 TO TOP CENTER OF TELEPHONE RISER
2. N 8.25 TO 60D NAIL IN CORNER POST
3. NW 11.33 TO 60D NAIL IN BRACE POST
4. N 19.00 TO STREET SIGN POST

EAST LINE OF SE 1/4
OF SW 1/4
1-T11S-R20E

N 1/4 CORNER 12-T11S-R20E (23E)
RESET 1/2" x 24" REBAR (REF. S-14, #45, 1989)
1. SW 23.66 TO SPIKE IN POWER POLE
2. S 20.00 TO BOTTOM OF GUY ANCHOR
3. NW 0.10 TO STREET SIGN POST
4. SE 0.50 TO "T" POST



- LEGEND**
- SURVEY MONUMENT FOUND (AS NOTED)
ORIGIN UNKNOWN, UNLESS REFERENCED
 - 1/2" x 24" REBAR WITH #1349 CAP SET IN CONCRETE
 - 1/2" x 24" REBAR SET WITH #1349 CAP
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - U/E UTILITY EASEMENT - DEDICATED THIS PLAT
 - R/W ROAD RIGHT OF WAY

- REFERENCES:**
1. S-14, #58 (1989)
 2. TINER ESTATES SUBDIVISION
BK. 14, PG. 73 (2002)
 3. DOC. #2016R04334

OWNER:
KENNETH M. & PATRICIA A. DOWNING
24283 STATE AVE.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.04

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.05

ZONING
RR - 5.0

BENCHMARK
5/8" REBAR AT THE NORTHWEST CORNER
12-T11S-R20E
E.L. = 1017.41 (NAVD88)

- RESTRICTIONS**
1. 40' REAR SETBACK FOR RESIDENCES
 - 15' REAR SETBACK FOR ACCESSORY BUILDINGS
 - 15' SIDE SETBACK
 2. AN ENGINEERED WASTEWATER DISPOSAL MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
 3. EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
 4. A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE
 5. RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
 6. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

- NOTES**
1. LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
 2. EXISTING USE OF AREA BEING PLATTED - RESIDENTIAL PROPOSED USE - RESIDENTIAL
 3. THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA FEMA MAP 20103C0300G, EFFECTIVE DATE: 07/16/2015

STATE OF KANSAS / COUNTY OF LEAVENWORTH
FILED FOR RECORD IN DOCUMENT # _____ ON THIS _____ DAY OF _____, 2022
AT _____ O'CLOCK _____ IN THE OFFICE OF THE REGISTER OF DEEDS, LEAVENWORTH COUNTY, KANSAS.

COUNTY REVIEWER CERTIFICATION
I HEREBY CERTIFY THIS PLAT MEETS THE REQUIREMENTS OF K.S.A. 58-2005. THE FACE OF THIS PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

MICHAEL J. BOGINA, KS PS-1655
LEAVENWORTH COUNTY SURVEY REVIEWER

DEED DESCRIPTION - DOC. #2016R04334
A TRACT OF LAND IN THE NORTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE, S 89°35'00"E, 1650.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 89°35'00"E, 609.07 FEET; THENCE, S 00°25'00"W, 1320.00 FEET; THENCE, N 89°35'00"W, 609.07 FEET; THENCE, N 00°25'00"E, 1320.00 FEET TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, IN LEAVENWORTH COUNTY, KANSAS.

SURVEYORS DESCRIPTION
A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 12-T11S-R20E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE, S 87°43'49"W, 350.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 02°16'11"E, 1320.00 FEET; THENCE, S 87°43'49"W, 609.07 FEET; THENCE, N 02°16'11"W, 1320.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE, N 87°43'49"E, 609.07 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINS 18.46 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY. AS SURVEYED BY LARRY T. HAHN, KS PS-1349, JANUARY, 2022. RELATIVE: 1:0 (CLOSED LOOP)

CERTIFICATION AND DEDICATION
THE UNDERSIGNED PROPRIETORS STATE THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS 'DOWNING ACRES'.

EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE, THE RIGHTS OF WAY WHICH ARE SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAT, AND SAID EASEMENTS MAY BE EMPLOYED TO LOCATE AND MAINTAIN SEWERS, WATER LINES, GAS LINES, POLES AND WIRES AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREAFTER USED BY THE PUBLIC OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" OR "U/E".

"DRAINAGE EASEMENTS" OR "D/E" SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR THE PURPOSE OF CONSTRUCTING, USING, REPLACING AND MAINTAINING A CULVERT, STORM SEWER, DRAINAGE DITCH, OR OTHER DRAINAGE FACILITY OR TRIBUTARY CONNECTIONS, INCLUDING SIMILAR FACILITIES, AND APPURTENANCES THERETO, INCLUDING THE RIGHT TO MAINTAIN, REPAIR AND REPLACE THE DRAINAGE FACILITY AND FOR AND RECONSTRUCTION AND FUTURE EXPANSION OF SUCH FACILITY, TOGETHER WITH THE RIGHT OF ACCESS FOR THE SAME, IS HEREBY DEDICATED FOR PUBLIC USE. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OF INTERFERE WITH THE USE AND / OR MAINTENANCE OF STORM DRAINAGE FACILITIES. THE MAINTENANCE AND UPKEEP OF SAID EASEMENTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNERS OF THE LOTS WHEREUPON SAID EASEMENTS ARE DEDICATED. LEAVENWORTH COUNTY SHALL BEAR NO RESPONSIBILITY FOR ANY MAINTENANCE AND UPKEEP OF SAID EASEMENTS.

STREETS SHOWN ON THE ACCOMPANYING PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES (S/B) ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF:
WE THE UNDERSIGNED OWNERS OF "DOWNING ACRES", HAVE SET OUR HANDS THIS _____ DAY OF _____, 2022.

KENNETH M. DOWNING PATRICIA A. DOWNING

STATE OF KANSAS / COUNTY OF LEAVENWORTH
ON THIS _____ DAY OF _____, 2022, BEFORE ME APPEARED KENNETH M. DOWNING AND PATRICIA A. DOWNING, KNOWN TO ME TO BE THE SAME PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE SAME AS THEIR FREE ACT AND DEED, IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVAL
WE THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF "DOWNING ACRES" THIS _____ DAY OF _____, 2022.

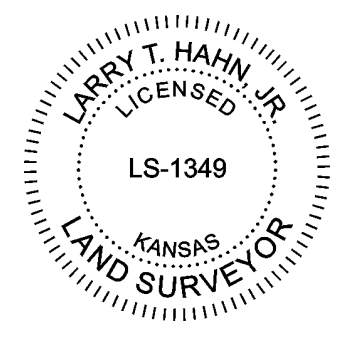
CHAIRPERSON / STEVE ROSENTHAL SECRETARY / KRystal A. VOTH, CFM

THE LEAVENWORTH COUNTY ENGINEERS PLAT REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY LEAVENWORTH COUNTY. THE COUNTY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, DIMENSIONS, ELEVATIONS AND QUANTITIES.

COUNTY ENGINEER / MITCH PLEAK, PE

WE THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF "DOWNING ACRES" THIS _____ DAY OF _____, 2022.

CHAIRPERSON / MICHAEL SMITH COUNTY CLERK / JANET KLASINSKI (ATTEST)



THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS".

LARRY T. HAHN, KS PS-1349

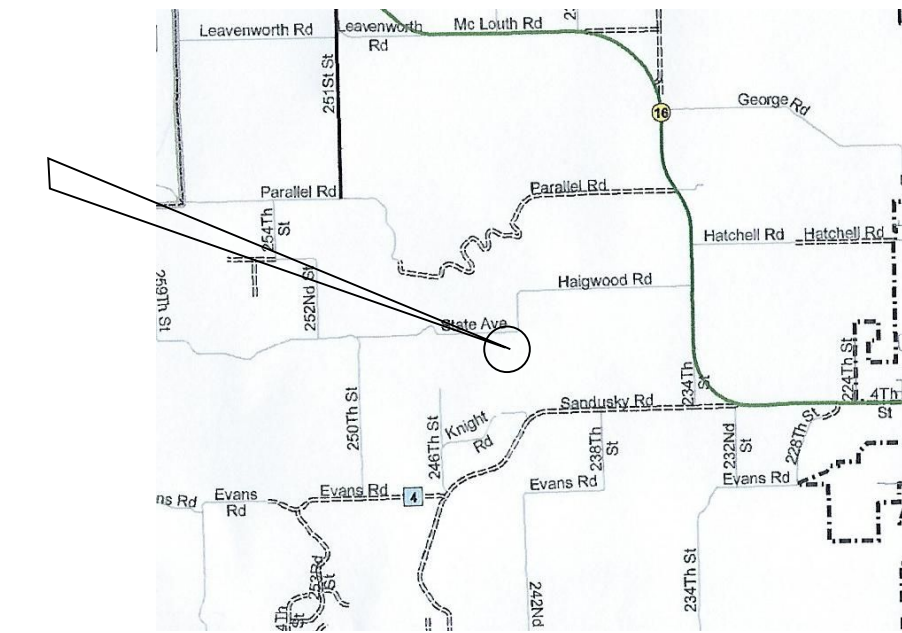
HAHN SURVEYING
PO BOX 186
BASEHOR, KANSAS 66007
(913) 547-3405
hahnsurveying@gmail.com

DOWNING ACRES

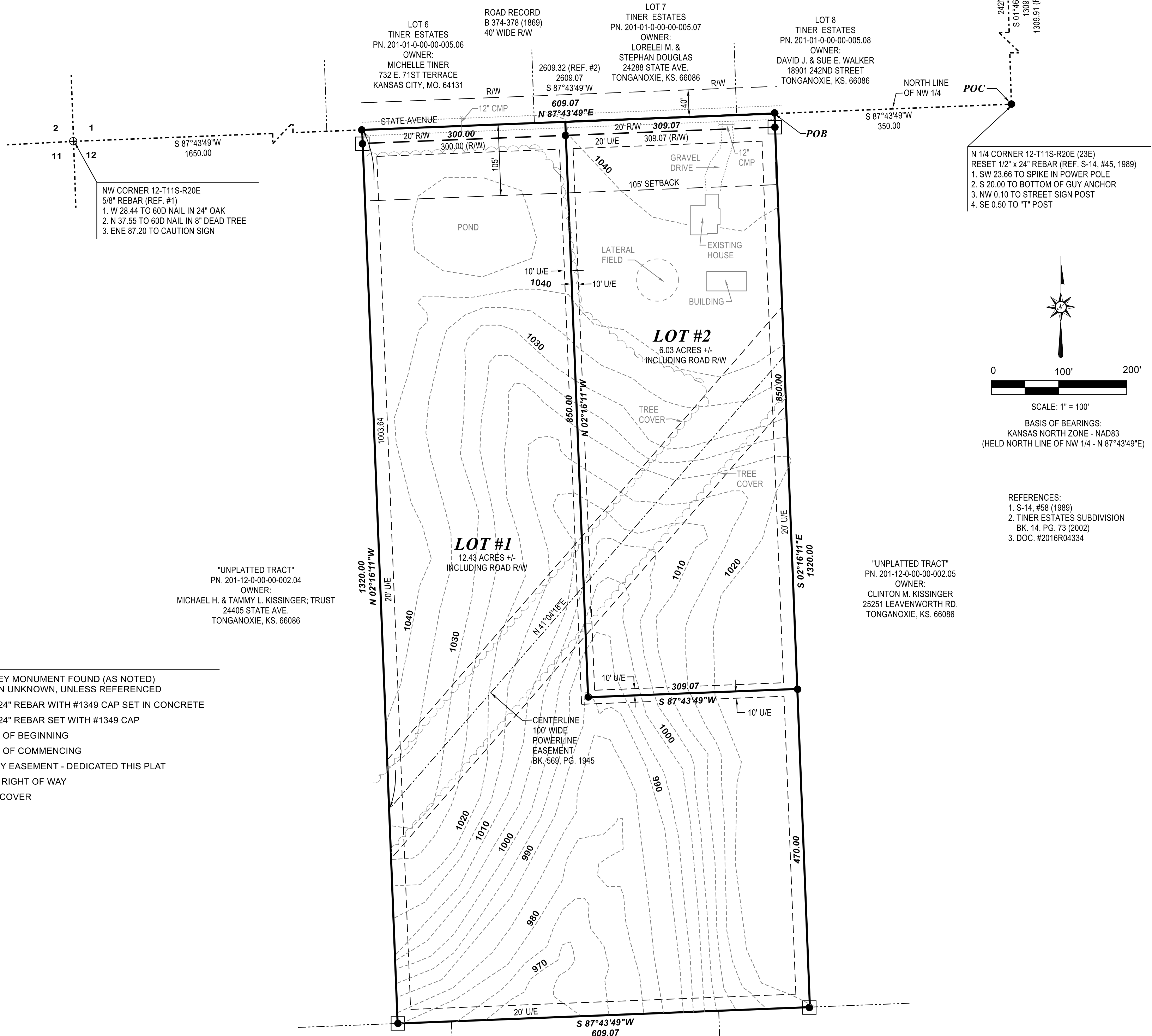
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12-T11S-R20E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS
PRELIMINARY PLAT

02-14-2022
Olsson Review
No further
comments

NE CORNER OF SE 1/4 OF SW 1/4 SECTION 1-T11S-R20E (23D)
1/2" REBAR (REF. #1)
1. SSW 34.60 TO TOP CENTER OF TELEPHONE RISER
2. N 8.25 TO 60D NAIL IN CORNER POST
3. NW 11.33 TO 60D NAIL IN BRACE POST
4. N 19.00 TO STREET SIGN POST

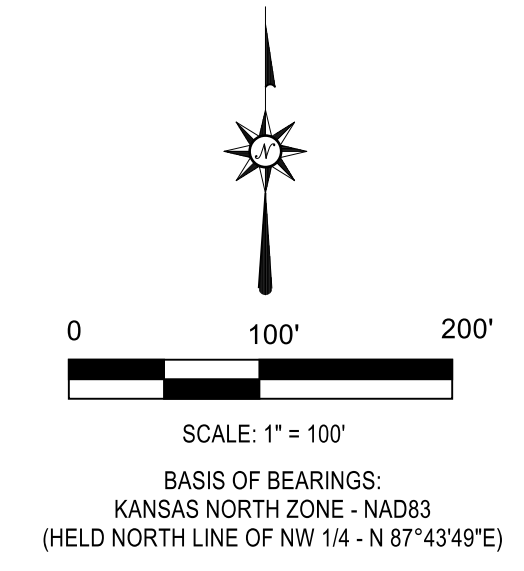


LOCATION MAP
NO SCALE



EAST LINE OF SE 1/4 OF SW 1/4 1-T11S-R20E
242ND STREET
S 11°16'57"W 1389.60
1009.91 (REF. #2)

N 1/4 CORNER 12-T11S-R20E (23E)
RESET 1/2" x 24" REBAR (REF. S-14, #45, 1989)
1. SW 23.66 TO SPIKE IN POWER POLE
2. S 20.00 TO BOTTOM OF GUY ANCHOR
3. NW 0.10 TO STREET SIGN POST
4. SE 0.50 TO "T" POST



REFERENCES:
1. S-14, #58 (1989)
2. TINER ESTATES SUBDIVISION BK. 14, PG. 73 (2002)
3. DOC. #2016R04334

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.05
OWNER:
CLINTON M. KISSINGER
25251 LEAVENWORTH RD.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.04
OWNER:
MICHAEL H. & TAMMY L. KISSINGER, TRUST
24405 STATE AVE.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.00
OWNER:
JARROD A. SOMMER
18530 246TH ST.
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.11
OWNER:
MARK W. & LESTA F. KNIPP
PO BOX 744
TONGANOXIE, KS. 66086

"UNPLATTED TRACT"
PN. 201-12-0-00-00-002.09
OWNER:
CRAIG C. & LOIS A. COKE
PO BOX 977
TONGANOXIE, KS. 66086

- LEGEND**
- SURVEY MONUMENT FOUND (AS NOTED) ORIGIN UNKNOWN, UNLESS REFERENCED
 - ◼ 1/2" x 24" REBAR WITH #1349 CAP SET IN CONCRETE
 - 1/2" x 24" REBAR SET WITH #1349 CAP
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - U/E UTILITY EASEMENT - DEDICATED THIS PLAT
 - R/W ROAD RIGHT OF WAY
 - ~~~~~ TREE COVER

OWNER / DEVELOPER
KENNETH M. & PATRICIA A. DOWNING
24283 STATE AVE.
TONGANOXIE, KS. 66086
CONTACT PERSON
JOHN BARNES (913) 775-0577

DEED DESCRIPTION - DOC. #2016R04334
A TRACT OF LAND IN THE NORTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE, S 89°35'00"E, 1650.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE, S 89°35'00"E, 609.07 FEET; THENCE, S 00°25'00"W, 1320.00 FEET; THENCE, N 89°35'00"W, 609.07 FEET; THENCE, N 00°25'00"E, 1320.00 FEET TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, IN LEAVENWORTH COUNTY, KANSAS.

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- RESTRICTIONS**
1. 40' REAR SETBACK FOR RESIDENCES
 - 15' REAR SETBACK FOR ACCESSORY BUILDINGS
 - 15' SIDE SETBACK
 2. AN ENGINEERED WASTEWATER DISPOSAL MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
 3. EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
 4. A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE.
 5. RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
 6. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

- NOTES**
1. FENCE LINES DO NOT DENOTE PROPERTY LINES.
 2. LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
 3. EXISTING USE OF AREA BEING PLATTED - RESIDENTIAL
PROPOSED USE - RESIDENTIAL
 4. THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA
FEMA MAP 20103C0300G, EFFECTIVE DATE: 07/16/2015
 5. O & E REPORT BY KANSAS SECURED TITLE NO. TX0016110

UTILITIES
ELECTRIC / FREESTATE
WATER / R.W.D. #6
GAS / PRIVATE PROPANE
SEWAGE / PRIVATE ON SITE SYSTEM
TELEPHONE / AT&T

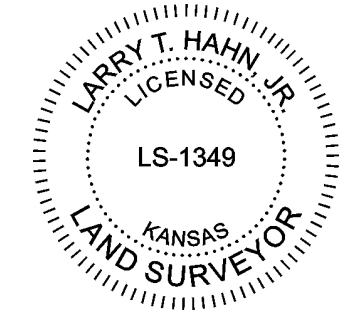
DRAINAGE CALCULATIONS
ON SEPARATE DOCUMENT BY DAVID LUTGEN, PE

BENCHMARK
5/8" REBAR AT THE NORTHWEST CORNER
12-T11S-R20E
EL. = 1017.41 (NAVD88)

PUBLIC IMPROVEMENT
NONE

ZONING
RR - 5.0

ROAD INFORMATION
STATE AVENUE IS 20' WIDE +/- WITH GRAVEL SURFACE



LARRY T. HAHN, KS PS-1349
THIS IS TO CERTIFY THAT IN THE MONTH OF JANUARY, 2022, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS".

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Monday, February 28, 2022 9:36 AM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: RE: DEV-21-090/010 Drainage Study

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

Amy,
Lauren and I have reviewed the revised drainage report with no additional comments.
Thanks,
Mitch Pleak

From: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Sent: Tuesday, February 22, 2022 9:28 AM
To: Mitch Pleak <mpleak@olsson.com>
Subject: FW: DEV-21-090/010 Drainage Study

Mitch,

Let's add this to our afternoon review today, if possible (I know you said you had a very busy day today.)

Let's discuss Wonderland Farm, I believe you had already reviewed this. And Amber Meadows.

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, February 22, 2022 8:11 AM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: FW: DEV-21-090/010 Drainage Study

Lauren,

Attached is the Downing Acres Drainage Report.

Amy

From: David Lutgen <dlutgen72@gmail.com>
Sent: Sunday, February 20, 2022 7:44 AM
To: Allison, Amy <AAllison@leavenworthcounty.gov>; Larry Hahn <hahnsurvey@gmail.com>
Subject: DEV-21-090/010 Drainage Study

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

Amy,

An updated drainage report is attached. My response to the County's review comments are shown below.

MEMO

To: Krystal Voth
From: Chuck Magaha
Subject: Downing Acres
Date: February 3, 2022

Krystal, I have reviewed the preliminary plat of the Downing Acres Subdivision presented by Kenneth and Patricia Downing. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along State Ave and Lot 2, a hydrant to be placed between Lot 1 and Lot 2. I have no further recommendation for this subdivision.

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

Summary of Comments on downing-final-1-10-22.pdf

Page: 1

☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 2/10/2022 12:59:46 PM

Reviewed 2022.02.10. No comments.

Allison, Amy

From: Amanda Tarwater <amanda.tarwater@freestate.coop>
Sent: Thursday, January 27, 2022 3:33 PM
To: Allison, Amy
Subject: Re: DEV-22-009/010 Preliminary and Final Plat – Downing Acres

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

FreeState Electric has no objection to this request.

However, not sure if you need to circle Evergy in since that is their transmission line running through both lots.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



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

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Date: Thursday, January 27, 2022 at 9:08 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>, Miller, Jamie <JMiller@leavenworthcounty.gov>, Patzwald, Joshua <jpatzwald@lvsheriff.org>, Van Parys, David <DVanParys@leavenworthcounty.gov>, 'chief1860@ttrfd.com' <chief1860@ttrfd.com>, Amanda Tarwater <amanda.tarwater@freestate.coop>, 'winbottomdollar@sbcglobal.net' <winbottomdollar@sbcglobal.net>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-22-009/010 Preliminary and Final Plat – Downing Acres

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

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision at 24283 State Avenue.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, February 2, 2022.

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

Allison, Amy

From: WinnieJane Hubbard <winbottomdollar@sbcglobal.net>
Sent: Thursday, January 27, 2022 12:34 PM
To: Allison, Amy
Subject: Re: DEV-22-009/010 Preliminary and Final Plat – Downing Acres

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

I am writing to advise you, we have a water line at that location, however: it would need to be upgraded to add another meter. The upgrade would be at the owners expense.

Sincerely,

Winnie Hubbard

On Thursday, January 27, 2022, 09:15:10 AM CST, Allison, Amy <aallison@leavenworthcounty.gov> wrote:

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision at 24283 State Avenue.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, February 2, 2022.

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

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

Allison, Amy

From: Timothy Smith <chief1860@ttrfd.com>
Sent: Thursday, January 27, 2022 9:25 AM
To: Allison, Amy
Subject: Re: DEV-22-009/010 Preliminary and Final Plat – Downing Acres

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

The Tonganoxie Township Fire Department has no issues with this request.

On Thu, Jan 27, 2022 at 9:07 AM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision at 24283 State Avenue.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, February 2, 2022.

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

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

--

Leavenworth County-Cities Drug and Alcohol Abuse Council Recommendations for 2022

Recommendations

Lansing High Project Graduation
\$3,500

Tonganoxie High Project Graduation
\$2,000

Women's Community Y Summer Program
\$6,000

CASA
\$3,888

Guidance Center
\$6,000

Pleasant Ridge After Prom
\$1,500

Be New Youth Center
\$6,000

Council expenses (Sec., supplies,
post office box, ads, flyers and Website)
\$3,000

Red Ribbon Week flyer (countywide)
\$1,500

TOTAL REQUEST
\$33,388

Leavenworth County Request for Board Action

Date: 03/09/2022

To: Board of County Commissioners

From: Public Works

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve the supplemental for additional design and construction inspection work being performed for the 158th Street Road Improvement Project by MHS.

Recommendation: Approval

Analysis:

Attached is the requested supplemental to the design and inspection contract from MHS. On page 3 of the pdf they articulate the areas that were not covered, due to lack of knowledge of their pre-existing condition, under the original contract. These areas included a large electrical power bank at the northeast corner of K-32 and 158th that required redesign of the intersection and approach to match the grade of the utility so it could remain and not delay the project, the storm structure that was allowed to be installed by a private land owner (Shuetz) that required the pond that drains into the structure to be evaluated to size a new area drain, the bridge over I-70 was replaced and no one identified it as new since its over ten years old by looking at aerials or driving the site, we added the water line relocation to the project scope which saved us money in lieu of the no bid replacement by the district but that and the additional storm water work added 20 days to the project. Exhibit A attached shows the locations that were identified as part of the original contract as being redesigned as part of the original scope.

The original approval for professional services did not include any contingency for unforeseen additions. The original plans were developed in 2003-2004 and until surveyors were on site working on the project it was impossible to identify all of the variables that may arise. Making the necessary changes through the bidding process, as was done, was the lowest cost solution for correcting the plans. It would be more expensive to have waited until the contractor was onsite and then identified conflicts and delayed the project.

ORIGINAL Agreement: \$278,149.43

Supplemental: \$40,667.92

Requested Amount: \$40,667.92

Alternatives: Deny, Table

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds (Sales Tax 171 Fund)
- Non-Budgeted item with available funds through prioritization

Non-Budgeted item with additional funds requested

Total Amount Requested: Not to Exceed \$40,667.92

Additional Attachments:

MHS Supplemental Agreement for Professional Services



March 8, 2022

Board of Commissioners
Leavenworth County Kansas
300 Walnut Street
Leavenworth, Kansas 66048

**RE: Supplemental Agreement No. 1 for Civil Engineering Services
County Route 2 (158th Street) Improvements, K-32 Highway to Kansas Avenue
Leavenworth County, Kansas**

Dear Chairman of the Board:

This Supplemental Agreement made this _____ day of _____, 20____, by and between the Leavenworth County, hereinafter referred to as the "OWNER", and the consulting engineering firm of McAfee Henderson Solutions, Inc., hereinafter referred to as the "ENGINEER".

WITNESSETH:

WHEREAS, the OWNER and ENGINEER have previously entered into an Agreement, dated March 15, 2021 ("the Agreement"), to furnish professional engineering services for the County Route 2 (158th Street) Improvements from K-32 to Kansas Avenue hereinafter referred to as the "Project"; and

WHEREAS, Section 4 of the Agreement provides that the fee to be paid to ENGINEER may be adjusted by a Supplemental Service Agreement; and

WHEREAS, this Supplemental Service Agreement No. 1 between the parties heretofore is to provide additional engineering services for the Project as outlined in Exhibit A of this Supplemental Agreement No. 1; and

WHEREAS, the OWNER is desirous of entering into Supplemental Agreement No. 1 to pay the ENGINEER for additional services rendered to the OWNER related to the Project; and

WHEREAS, the OWNER is authorized and empowered to contract with the ENGINEER for the necessary additional engineering services under the Agreement, and necessary funds for the payment of said services related to the Project are available.

NOW THEREFORE, the parties hereby agree as follows:

- A. That the Compensation under Section 2 of the Agreement be amended by adding the fee of Forty-thousand six-hundred-sixty-seven and 92/100 dollars (\$40,667.92) for professional service hours, including reimbursable expenses. This Supplemental Agreement No. 1 raises the maximum fee, including reimbursable expenses to \$318,817.35 for the project.

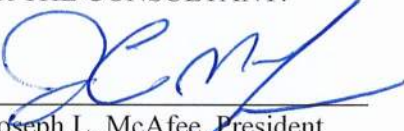


Compensation for Additional Services shall be billed using the Professional Fee Schedule as set forth in Attachment A attached hereto.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

FOR THE CONSULTANT:

By 
Joseph L. McAfee, President
McAfee Henderson Solutions, Inc.

FOR THE OWNER:

By _____
Chairman of the Board
Leavenworth County Commission

EXHIBIT A – SCOPE OF SERVICES & FEES

I. Scope of Additional Services

McAfee Henderson Solutions, Inc. (MHS) will provide additional engineering services for the project due to the following discoveries during the civil design period.

- 1) Redesign of the full roadway corridor was required from Sta 95+17 to Sta 104+50 due to the improvement of the 158th Street Bridge over Interstate 70 occurring since the original project plans were produced in 2004. The Engineer had no prior knowledge of the bridge improvement at the time of the original contract.
- 2) Redesign of the full roadway corridor was required from Sta 10+00 to 14+50, beginning at the intersection of 158th Street and K-32 Highway due to the installation of a significant power bank installed since the original project plans were produced in 2004. The Engineer had no prior knowledge of the improvements at the time of original contract.
- 3) Additional coordination, plan production, construction inspection, construction staking, and material testing is required for the project due to the addition of RWD #7 water improvements (\$147,234) to the corridor. The improvements were not a part of the original 2004 plan documents.
- 4) Additional design services were required for additional storm sewer improvements (\$86,710) being added to the project. Additional services include design, construction inspection, construction staking, and material testing. The Engineer had no prior knowledge of the required improvements at the time of original contract.
- 5) Additional construction inspection services shall be required for the project due to the addition of 20 Calendar Days of construction period allotted to the contractor due to additional work associated with water and storm improvements. The original contract between the Owner and Engineer was based on a 210 Calendar Day construction period. The final bid documents amended the allotted contractor time to a 230 Calendar Day construction period.

II. Professional Fees

Phases 1, 1A, & 2 of the project have been completed with Phases 3, 3A, & 4 remaining to be completed. The original contract budget of hours for all work included in Phases 1-2 was 686 professional hours. The ENGINEER can provide staff time records that identify 1,038.75 professional hours expended on delivery of the initial phases of the project. The time records identify 352.75 of additional hours to complete the services identified in the prior section. The ENGINEER is requesting payment for 220 hours at the standard contract rates to attempt to recapture the ENGINEER's cost. It is not our attempt to profit from the unforeseen project discoveries listed above but we would like to request our direct labor cost associated with the additional services.

The original contract budget of hours for Phases 3, 3A, & 4 was 2,244. Supplemental No. 1 revises the contract hours budget for the combined phases by an additional 206 hours. The additional hours are requested to perform additional inspection and construction staking services associated with items identified in Section I. The Supplemental No. 1 request values identified below include all applicable



reimbursable expenses. Attachments A and B identifies the professional hours and expenses associated with each phase.

<u>Phase Description</u>	<u>Original</u>	<u>Supplemental</u>
Phase 1: Surveying & Design Services	\$62,530.15	\$18,335.00
Phase 1A: Pavement Coring Subconsultant	\$2,500.00	\$0.00
Phase 2: Bid Documents and Letting	\$5,539.60	\$500.00
Phase 3: Construction Admin & Inspection	\$170,204.68	\$13,858.16
Phase 3A: KDOT Material Testing	\$15,775.00	\$1,514.40
Phase 4: Construction Staking	\$21,600.00	\$3,960.24
Total Original Contract Value	\$278,149.43	
Total Supplemental No. 1 Value		\$38,167.80
<u>Total Revised Contract Value</u>		<u>\$316,317.23</u>



ATTACHMENT A: PROFESSIONAL FEE WORKSHEET

Proj.: LVCO RT 2, K-32 to Kansas Avenue - Add Services
 By: J. McAfee
 Date: 3/8/2022
 Client: County of Leavenworth
 Notes: Survey/Re-Design/Bid Let/Inspection
 Rev: 003

MHS CODE	I.D.	DESCRIPTION	DEPARTMENT EMPLOYEE CODE PROJECT ASSIGNMENT BILL RATE	ESTIMATED MAN HOURS BY POSITION										TOTAL	PROFESSIONAL FEE	
				Engineering ENG-4 Project Manager \$125.00	Engineering ENG-3 Project Engineer \$95.00	Engineering ET-5 CAD Technician 4 \$105.00	Engineering ET-3 CAD Technician 3 \$75.00	Survey LS-7 Project Manager \$105.00	Survey LS-6 2-Man Crew \$145.00	Survey LS-5 Robotics Crew \$120.00	Survey LS-2 CAD Technician 2 \$60.00	Inspection INS-7 Project Manager \$105.00	Inspection INS-4 Chief Inspector \$80.00			Inspection INS-3 Support Inspector \$65.00
PRELIMINARY LAND SURVEYING & PROPERTY DOCUMENTS																
-1--	1.21	Topographic Survey of Bridge Change Area, Sta 95+17 to 104+50						1		9					10	\$ 1,185.00
-1--	1.22	Topographic Survey of South Change Area, Sta 10+00 to 14+50						1		3					4	\$ 465.00
-1--	1.23	Create 3D CAD Basemap of Bridge Change Area, Sta 95+17 to 104+50									8				8	\$ 480.00
-1--	1.24	Create 3D CAD Basemap of South Change Area, Sta 10+00 to 14+50			1						3				4	\$ 285.00
		Subtotal		0	0	1	0	2	0	12	11	0	0	0	26	\$ 2,415.00
ENGINEERING DESIGN																
-2--	2.16	Redesign of alignment, profile, cross sections, & grading of Bridge Change Area, Sta 95+17 to 104+50	6		8	48									62	\$ 5,190.00
-2--	2.17	Redesign of profile, pavement edge treatment, storm sewer, curb for South Area, Sta 10+00 14+50	6		4	30									40	\$ 3,420.00
-2--	2.18	Redesign of Storm Line #4, Sta 38+00, Addition of 3 Storm Structures, Piping, and Fencing Add	1			8									9	\$ 725.00
-2--	2.19	Additional coordination for inclusion of RWD #7 Water Improvements for Corridor	8		6	10									24	\$ 2,380.00
-2--	2.20	CAD Production of Final Plan documents & QC/QA Reviews			6	42									48	\$ 3,780.00
-2--	2.21	Update Quantities and Engineer's Estimate of Probable Construction Cost	1			4									5	\$ 425.00
		Subtotal	22	0	24	142	0	0	0	0	0	0	0	0	188	\$ 15,920.00
BID DOCUMENTS AND BID LETTING																
-3--	3.4	Additional Services for Contractor Questions Concerning Added Improvements	1			5									6	\$ 500.00
		Subtotal	1	0	0	5	0	0	0	0	0	0	0	0	6	\$ 500.00
CONSTRUCTION ADMINISTRATION AND INSPECTION																
-4--	4.7	Resident Inspection for 20 Additional Calendar Days due to Water/Storm Adds)	1								2	157	9	169	\$ 13,480.00	
		Subtotal	1	0	0	0	0	0	0	0	2	157	9	169	\$ 13,480.00	
CONSTRUCTION STAKING																
-6--	6.17	Additional Construction Staking & Calculations for Water Improvements						2		18	6				26	\$ 2,730.00
-6--	6.18	Additional Construction Staking & Calculations for Storm Improvements						1		8	2				11	\$ 1,185.00
		Subtotal	0	0	0	0	0	3	0	26	8	0	0	0	37	\$ 3,915.00
TOTALS (Hours)				24	0	25	147	5	0	38	19	2	157	9	220	\$ 36,230.00
Reimbursable Expenses from Attachment B													\$ 1,937.80			
TOTAL SUPPLEMENTAL NO. 1 COST INCLUDED REIMBURSABLES(\$)													\$ 38,167.80			



ATTACHMENT A: PROFESSIONAL FEE WORKSHEET

Proj.: LVCO RT 2, K-32 to Kansas Avenue - Add Services
 By: J. McAfee
 Date: 3/8/2022
 Client: County of Leavenworth
 Notes: Survey/Re-Design/Bid Let/Inspection
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MHS CODE	ID.	DESCRIPTION	DEPARTMENT EMPLOYEE CODE PROJECT ASSIGNMENT BILL RATE	ESTIMATED MAN HOURS BY POSITION										TOTAL	PROFESSIONAL FEE	
				Engineering ENG-4 Project Manager \$125.00	Engineering ENG-3 Project Engineer \$95.00	Engineering ET-5 CAD Technician 4 \$105.00	Engineering ET-3 CAD Technician 3 \$75.00	Survey LS-7 Project Manager \$105.00	Survey LS-6 2-Man Crew \$145.00	Survey LS-5 Robotics Crew \$120.00	Survey LS-2 CAD Technician 2 \$60.00	Inspection INS-7 Project Manager \$105.00	Inspection INS-4 Chief Inspector \$80.00			Inspection INS-3 Support Inspector \$65.00
PRELIMINARY LAND SURVEYING & PROPERTY DOCUMENTS																
-1--		Field Data Collection & Basemapping														
-1--	1.21	Topographic Survey of Bridge Change Area, Sta 95+17 to 104+50						1		9				10	\$ 1,185.00	
-1--	1.22	Topographic Survey of South Change Area, Sta 10+00 to 14+50						1		3				4	\$ 465.00	
-1--	1.23	Create 3D CAD Basemap of Bridge Change Area, Sta 95+17 to 104+50									8			8	\$ 480.00	
-1--	1.24	Create 3D CAD Basemap of South Change Area, Sta 10+00 to 14+50			1						3			4	\$ 285.00	
		Subtotal		0	0	1	0	2	0	12	11	0	0	0	\$ 2,415.00	
ENGINEERING DESIGN																
-2--	2.16	Redesign of alignment, profile, cross sections, & grading of Bridge Change Area, Sta 95+17 to 104+50		6		8	48							62	\$ 5,190.00	
-2--	2.17	Redesign of profile, pavement edge treatment, storm sewer, curb for South Area, Sta 10+00 14+50		6		4	30							40	\$ 3,420.00	
-2--	2.18	Redesign of Storm Line #4, Sta 38+00, Addition of 3 Storm Structures, Piping, and Fencing Add		1			8							9	\$ 725.00	
-2--	2.19	Additional coordination for inclusion of RWD #7 Water Improvements for Corridor		8		6	10							24	\$ 2,380.00	
-2--	2.20	CAD Production of Final Plan documents & QC/QA Reviews				6	42							48	\$ 3,780.00	
-2--	2.21	Update Quantities and Engineer's Estimate of Probable Construction Cost		1			4							5	\$ 425.00	
		Subtotal		22	0	24	142	0	0	0	0	0	0	188	\$ 15,920.00	
BID DOCUMENTS AND BID LETTING																
-3--	3.4	Additional Services for Contractor Questions Concerning Added Improvements		1			5							6	\$ 500.00	
		Subtotal		1	0	0	5	0	0	0	0	0	0	6	\$ 500.00	
CONSTRUCTION ADMINISTRATION AND INSPECTION																
-4--	4.7	Resident Inspection for 20 Additional Calendar Days due to Water/Storm Adds)		1							2	157	9	169	\$ 13,480.00	
		Subtotal		1	0	0	0	0	0	0	2	157	9	169	\$ 13,480.00	
CONSTRUCTION STAKING																
-6--	6.17	Additional Construction Staking & Calculations for Water Improvements						2		18	6			26	\$ 2,730.00	
-6--	6.18	Additional Construction Staking & Calculations for Storm Improvements						1		8	2			11	\$ 1,185.00	
		Subtotal		0	0	0	0	3	0	26	8	0	0	37	\$ 3,915.00	
TOTALS (Hours)				24	0	25	147	5	0	38	19	2	157	9	220	\$ 36,230.00
Reimbursable Expenses from Attachment B													\$ 1,937.80			
TOTAL SUPPLEMENTAL NO. 1 COST INCLUDED REIMBURSABLES(\$)													\$ 38,167.80			

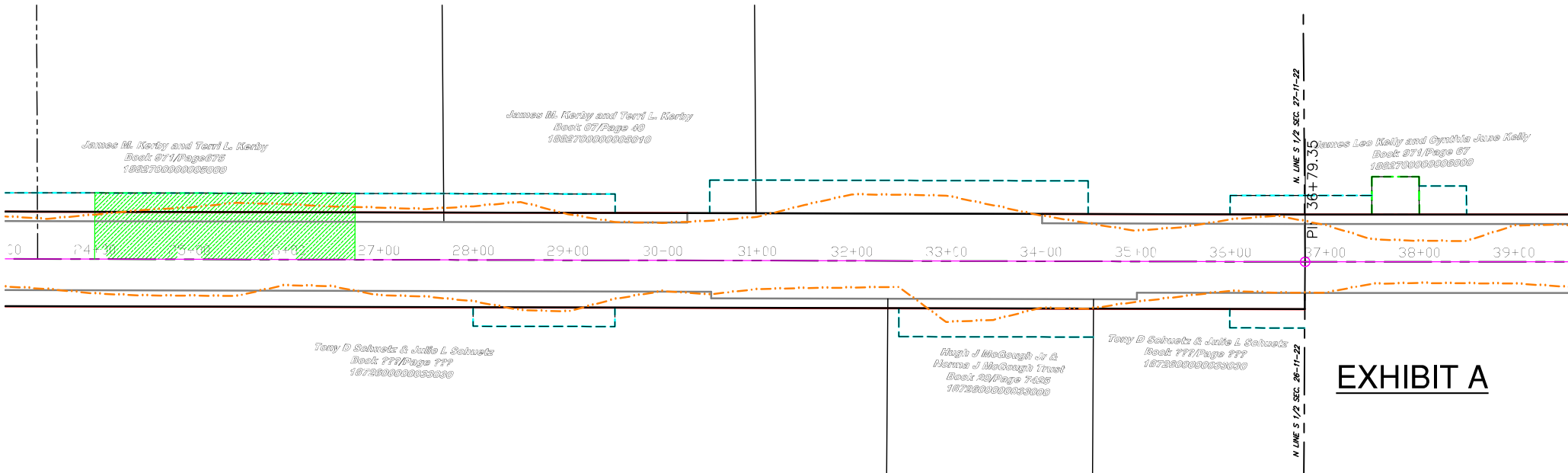
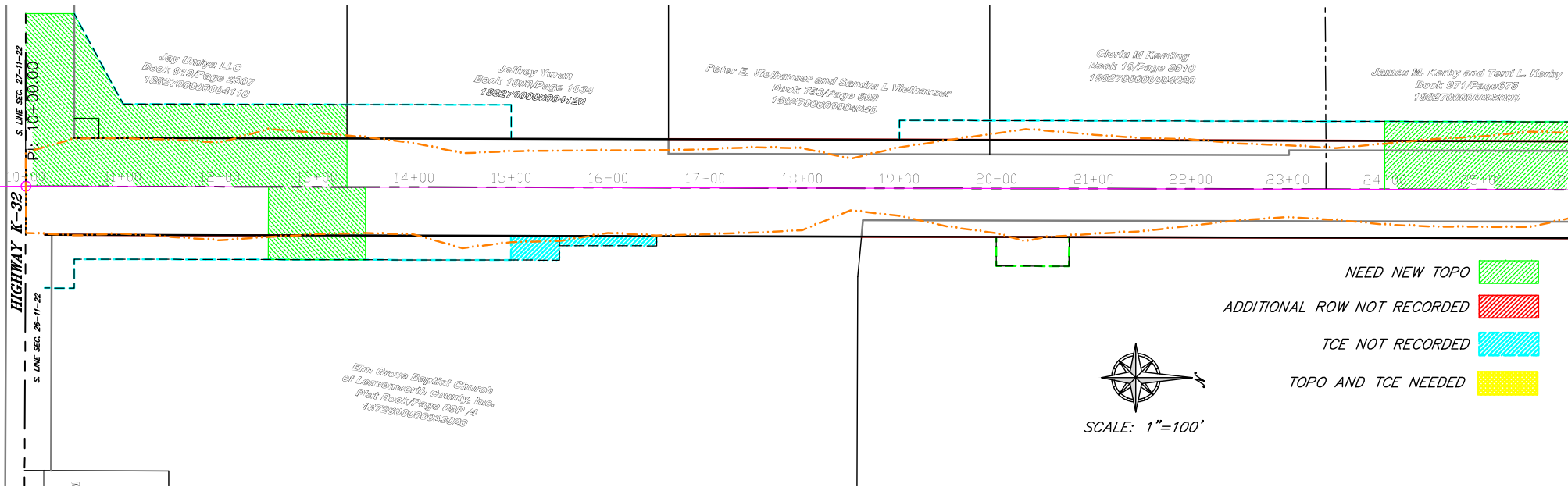


EXHIBIT A

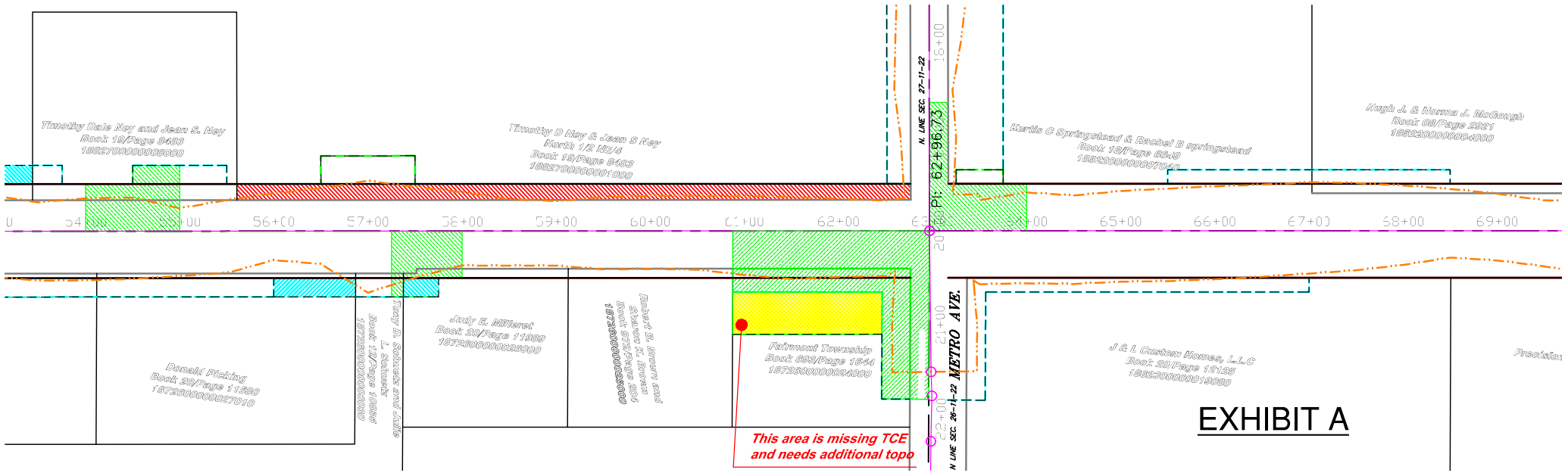
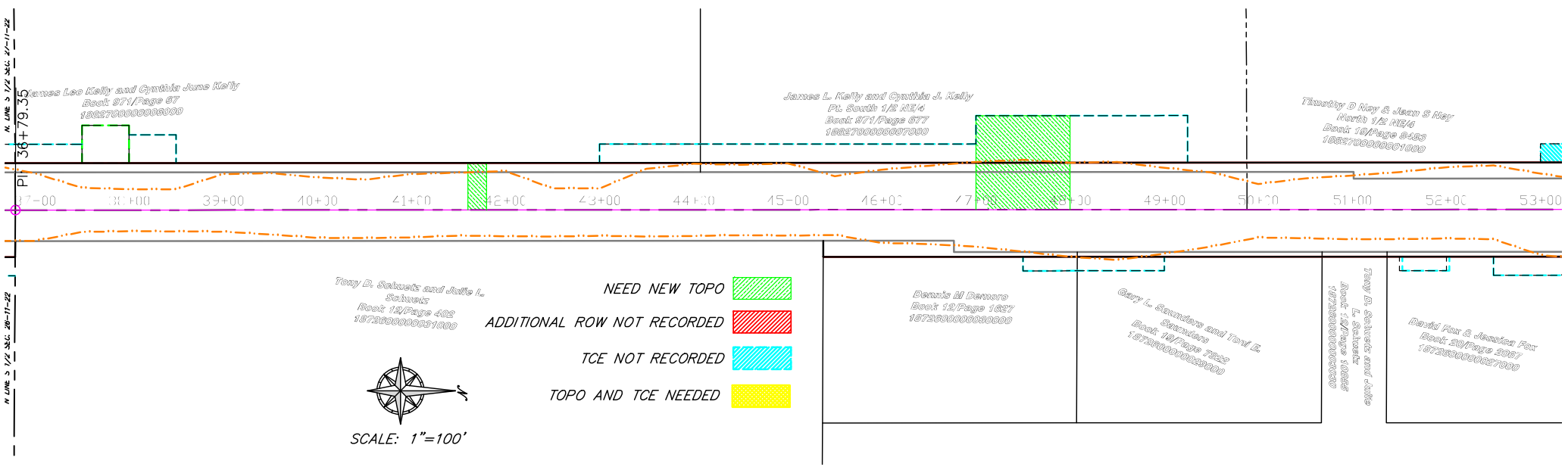


EXHIBIT A

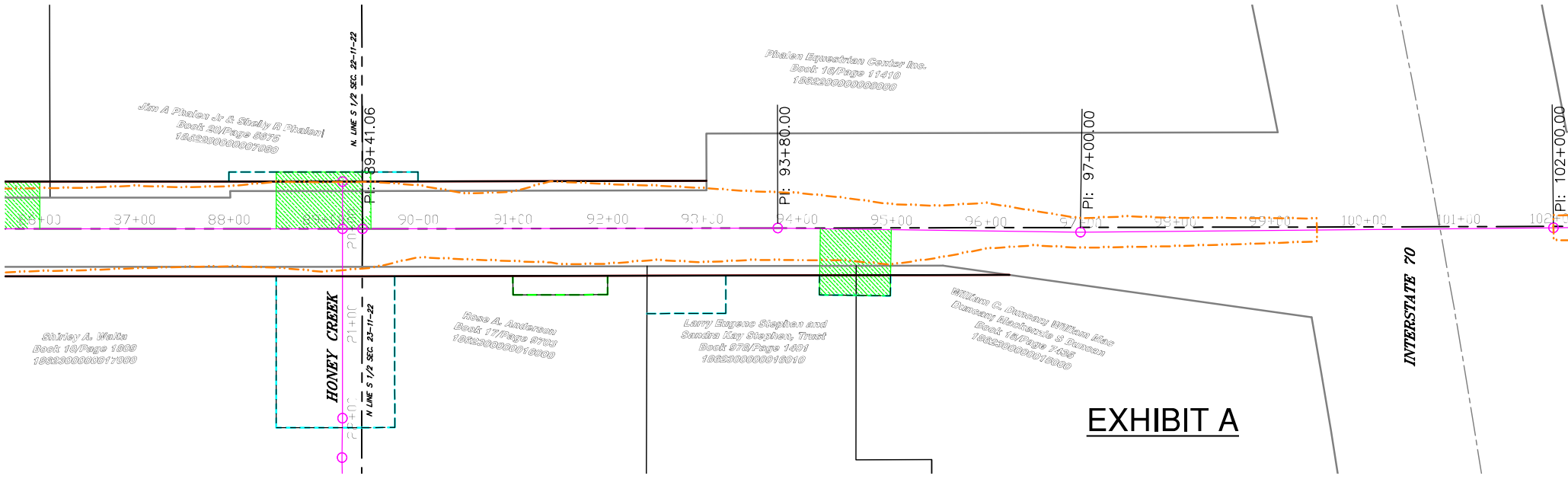
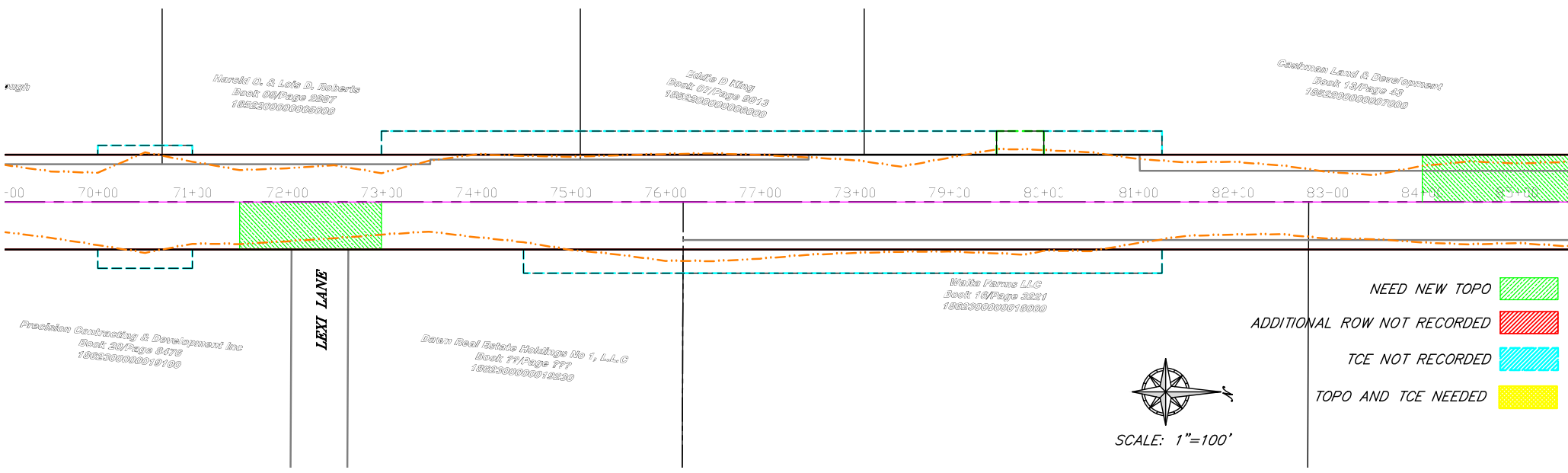


EXHIBIT A

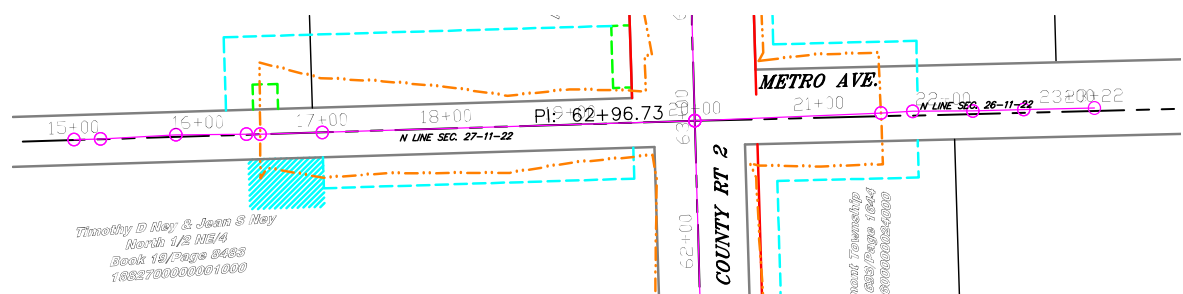
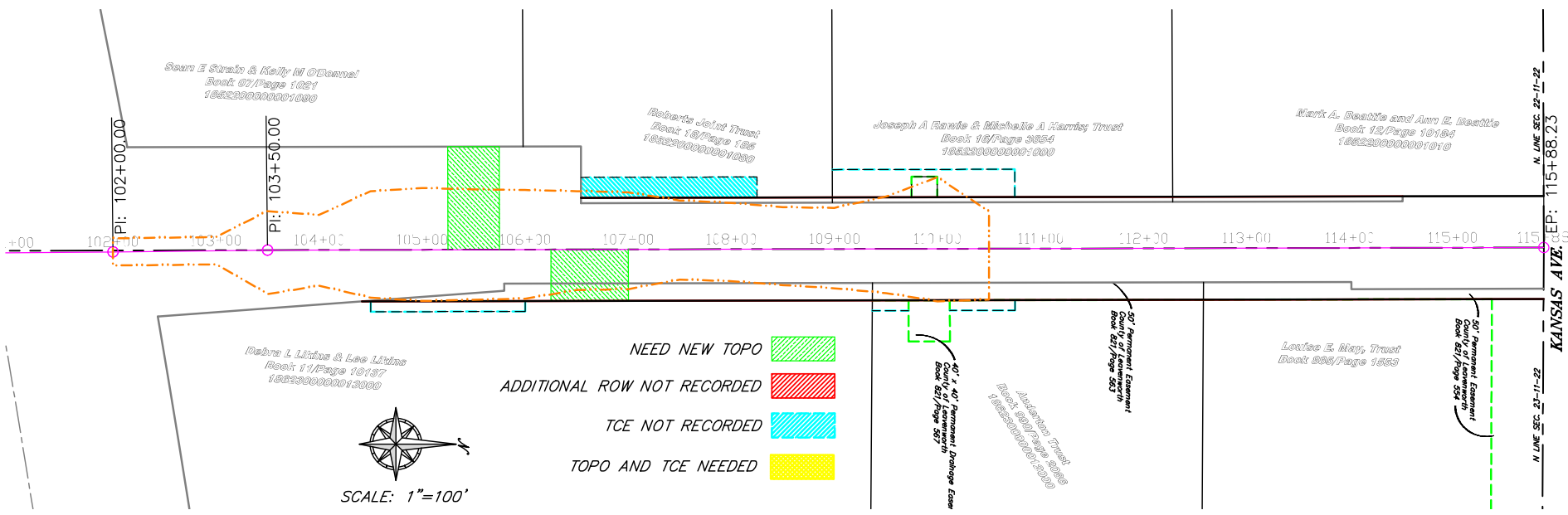


EXHIBIT A



SCALE: 1"=100'

Leavenworth County Request for Board Action

Date: March 23, 2022
To: Board of County Commissioners
From: Public Works
Department Head Approval: B. Noll

Additional Reviews as needed:

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

Action Requested: Accept a bid for the F-46 Bridge Replacement project.

Recommendation: Select and approve the low bid for the F-46 Bridge Replacement Project construction.

Analysis:

Consideration and acceptance of the construction bids for F-46 Bridge Replacement on 166th Street. Low Bid was submitted by Dondlinger & Sons Construction of Wichita, KS. Miles Excavating submitted a bid of \$789,941.80, 16.8% higher than Dondlinger & Sons and 7.9% higher than the engineer's estimate.

Bid Tab Attached.

Dondlinger Bid Price: \$676,338
+ ~5% Contingency: \$34,000
Total Amount Request: \$710,338

Engineer's Estimate: \$732,014.40

Alternatives: Table, Deny, Approve

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds – ARPA Funds (172 Funds)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested:

Contract Selection not to exceed \$710,338

Additional Attachments:

F-46 Bridge Construction Project contractor bid tab & summary.

NOTICE OF AWARD

DATED: March 23, 2022

TO: Dondlinger & Sons Construction
(Bidder)

ADDRESS:

PROJECT: **Bridge F-46**

You are notified that your Bid dated 03/17/2022 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for

Bridge F-46

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is as follows:

Base Bid: \$676,338.00

One (1) copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within twelve days of the date of this Notice of Award that is by April 4, 2022 (04 / 04 / 2022)

1. You must deliver to the OWNER one (1) fully executed counterpart of the Agreement. You must deliver with the executed Agreement the required Bonds and Certificate(s) of Insurance as specified in the Insurance Requirements included in the Contract Documents.
2. (List other conditions precedent).
 - A) Initial all pages of the Bid Form since they are copies.
 - B) Sign page CA-3 of the Contract Agreement.
 - C) Complete the Performance Bond.
 - D) Complete the Statutory Bond.
 - E) Complete the Maintenance Bond.
 - F) Complete the Payment Bond.
 - G) Provide Insurance Certificates as outlined in the Insurance Requirements.
 - H) Sign the appropriate line of the Notice of Award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Leavenworth County, Kansas
(OWNER)

By: _____
Mike Smith, 4th District & Chairman

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)



COUNTY OF LEAVENWORTH
F-46 BRIDGE REPLACEMENT BID OPENING (03/17/2022)
BID TABULATION - FINAL



Item Description	Unit	Quantity	Engineer's Estimate Prepared by Benesch (2022.02.09)		Miles Excavating, Inc. Basehor, KS (Leavenworth County)		Dondlinger & Sons Construction Wichita, KS		Avg. Unit Price
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
Common Items									
Contractor Construction Staking	L.S.	1	\$ 6,000.00	\$6,000.00	\$4,220.99	\$4,220.99	\$5,000.00	\$5,000.00	\$5,000.00
Mobilization	L.S.	1	\$ 75,000.00	\$75,000.00	\$7,426.82	\$7,426.82	\$53,000.00	\$53,000.00	\$53,000.00
Removal of Existing Structures	L.S.	1	\$ 15,000.00	\$15,000.00	\$12,437.04	\$12,437.04	\$12,000.00	\$12,000.00	\$12,000.00
Road Items									
Clearing and Grubbing	L.S.	1	\$ 8,000.00	\$8,000.00	\$33,174.12	\$33,174.12	\$7,000.00	\$7,000.00	\$7,000.00
Common Excavation	C.Y.	681	\$ 17.00	\$11,577.00	\$5.74	\$3,908.94	\$11.50	\$7,831.50	\$11.50
Rock Excavation	C.Y.	183	\$ 28.00	\$5,124.00	\$18.74	\$3,429.42	\$36.50	\$6,679.50	\$36.50
Compaction of Earthwork (Type AA)(MR-5-5)	C.Y.	545	\$ 3.00	\$1,635.00	\$2.92	\$1,591.40	\$4.00	\$2,180.00	\$4.00
Aggregate Ditch Lining (6")	Ton	54	\$ 60.00	\$3,240.00	\$121.79	\$6,576.66	\$65.00	\$3,510.00	\$65.00
Guardrail, Steel Plate (MGS)	L.F.	125	\$ 46.00	\$5,750.00	\$99.20	\$12,400.00	\$94.00	\$11,750.00	\$94.00
Guardrail, Steel Plate (CGS)	L.F.	94	\$ 72.00	\$6,768.00	\$91.81	\$8,630.14	\$87.00	\$8,178.00	\$87.00
Guardrail End Terminal (MGS MSKT)(Alt 1)	Each	3	\$ 3,000.00	\$9,000.00	\$3,471.75	\$10,415.25	\$3,290.00	\$9,870.00	\$3,290.00
Guardrail End Terminal (MGS Softstop)(Alt 2)	Each	3		\$0.00		\$0.00		\$0.00	
Entrance Pipe (24")	L.F.	57	\$ 60.00	\$3,420.00	\$75.21	\$4,286.97	\$135.00	\$7,695.00	\$135.00
End Section (24")	Each	3	\$ 585.00	\$1,755.00	\$1,385.05	\$4,155.15	\$950.00	\$2,850.00	\$950.00
Temp. Eros. Cont. Items									
Erosion Control (Class 2, Type F)	S.Y.	57	\$ 4.00	\$228.00	\$2.37	\$135.09	\$6.00	\$342.00	\$6.00
Sediment Removal (Set Price)	C.Y.	1	\$ 35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Temporary Berm (Set Price)	L.F.	1	\$ 1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Temporary Ditch Check (Rock)	C.Y.	56.8	\$ 65.00	\$3,692.00	\$110.18	\$6,258.22	\$75.00	\$4,260.00	\$75.00
Biodegradable Log (9")	L.F.	15	\$ 3.65	\$54.75	\$4.38	\$65.70	\$5.00	\$75.00	\$5.00
Biodegradable Log (12")	L.F.	20	\$ 4.00	\$80.00	\$5.65	\$113.00	\$6.00	\$120.00	\$6.00
Biodegradable Log (20")	L.F.	156	\$ 4.50	\$702.00	\$7.86	\$1,226.16	\$8.00	\$1,248.00	\$8.00
Filter Sock (12")	L.F.	15	\$ 5.00	\$75.00	\$7.12	\$106.80	\$9.00	\$135.00	\$9.00
Filter Sock (18")	L.F.	117	\$ 11.00	\$1,287.00	\$16.20	\$1,895.40	\$10.00	\$1,170.00	\$10.00
Silt Fence	L.F.	117	\$ 2.00	\$234.00	\$2.37	\$277.29	\$3.50	\$409.50	\$3.50
Water (Erosion Control)(Set Price)	Mgal	1	\$ 35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Bridge									
Class I Excavation	C.Y.	344	\$ 90.00	\$30,960.00	\$22.63	\$7,784.72	\$45.00	\$15,480.00	\$45.00
Concrete (Grade 4.0)(AE)(SA)	C.Y.	42	\$ 1,500.00	\$63,000.00	\$2,227.90	\$93,571.80	\$1,390.00	\$58,380.00	\$1,390.00
Reinforcing Steel (Grade 60)(Epoxy Coated)	Lbs.	12310	\$ 2.65	\$32,621.50	\$2.07	\$25,481.70	\$2.00	\$24,620.00	\$2.00
Structural Steel (M270)(Gr. 50WT3)	Lbs.	22730	\$ 3.50	\$79,555.00	\$6.11	\$138,880.30	\$4.25	\$96,602.50	\$4.25
Structural Steel (A709)(Gr. 50W)	Lbs.	2750	\$ 5.75	\$15,812.50	\$6.99	\$19,222.50	\$5.25	\$14,437.50	\$5.25
Structural Steel (A709)(Gr. 36)(Galv.)	Lbs.	2090	\$ 9.50	\$19,855.00	\$9.75	\$20,377.50	\$13.50	\$28,215.00	\$13.50
Structural Steel (A709)(Gr. 50)(Galv.)	Lbs.	3540	\$ 5.35	\$18,939.00	\$11.36	\$40,214.40	\$7.00	\$24,780.00	\$7.00
Galvanized Corrugated Metal Sheet Piling	L.F.	2837	\$ 14.50	\$41,136.50	\$25.32	\$71,832.84	\$14.50	\$41,136.50	\$14.50
Concrete Pavement (10" Uniform)(AE)(BR Appr)	S.Y.	84	\$ 215.00	\$18,060.00	\$221.69	\$18,621.96	\$235.00	\$19,740.00	\$235.00
Bridge Approach Slab Footing	C.Y.	27	\$ 325.00	\$8,775.00	\$441.79	\$11,928.33	\$425.00	\$11,475.00	\$425.00
Piles (Steel)(HP10x42)	L.F.	634	\$ 70.00	\$44,380.00	\$94.58	\$59,963.72	\$72.00	\$45,648.00	\$72.00
Cast Steel Pile Points	Each	20	\$ 150.00	\$3,000.00	\$89.70	\$1,794.00	\$135.00	\$2,700.00	\$135.00
Abutment Aggregate Drain	C.Y.	285	\$ 125.00	\$35,625.00	\$87.64	\$24,977.40	\$71.00	\$20,235.00	\$71.00
Slope Protection (Riprap Stone)	C.Y.	232	\$ 110.00	\$25,520.00	\$130.33	\$30,236.56	\$95.00	\$22,040.00	\$95.00
Pre-Drilled Pile Holes	L.F.	98	\$ 350.00	\$34,300.00	\$311.58	\$30,534.84	\$365.00	\$35,770.00	\$365.00
Permanent Seeding Items									
Seeding (Permanent)	L.S.	1	\$ 3,000.00	\$3,000.00	\$3,693.36	\$3,693.36	\$2,800.00	\$2,800.00	\$2,800.00
Bituminous Surfacing Items									
HMA Commercial Grade (Class A)	Ton	436	\$ 95.00	\$41,420.00	\$105.00	\$45,780.00	\$115.00	\$50,140.00	\$115.00
Aggregate Base (AB-3)(4")	S.Y.	968	\$ 12.50	\$12,100.00	\$19.49	\$18,866.32	\$10.50	\$10,164.00	\$10.50
Traffic Items									
Pavement Marking (Multi-Component)(White)(6")	L.F.	640	\$ 4.25	\$2,720.00	\$1.58	\$1,011.20	\$1.50	\$960.00	\$1.50
Pavement Marking (Multi-Component)(Yellow)(4")	L.F.	640	\$ 5.50	\$3,520.00	\$1.06	\$678.40	\$1.00	\$640.00	\$1.00
Traffic Control Items									
Traffic Control	L.S.	1	\$ 7,500.00	\$7,500.00	\$1,688.39	\$1,688.39	\$5,000.00	\$5,000.00	\$5,000.00
SUBTOTAL (2021 DOLLARS)				\$700,492.25					
4.5% INFLATION				\$31,522.15					
TOTAL				\$732,014.40		\$789,941.80		\$676,338.00	
Leavenworth County Contractor (local preference, percentage difference from lowest bid)									

Leavenworth County Request for Board Action

Date: March 23rd, 2022

To: Board of County Commissioners

From: Community Corrections

Department Head Approval: Jamie VanHouten, Director

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve request to match Community Corrections FY23 pay plan to the OJA pay plan.

Recommendation: Approve request to match Community Corrections FY23 pay plan to the OJA pay plan.

Analysis: Recently, the house and senate approved recommendations to increase the states Community Corrections budget for FY23 by 11 million, specifically for salary increases to bring CC pay to the market rate for probation officers and court administrators across the state. The below scale shows the current FY22 grade and the anticipated FY23 grade. This request is based on similarities in job duties, minimum requirements for hiring, and responsibility levels. If approved, Community Corrections would be requesting a total of \$268,187.90 from the state, to increase salaries of current staff, as well as an additional \$141,853.58 for two new ISO positions. These funds would come from their budget allotted specifically to CC staff salary increases and would be requested on top of our normal budget allocation. This request was supported 8-1 by the Leavenworth County Corrections Advisory Board Committee.

OJA Job Title vs CC Job Title	FY22 OJA Grade	Anticipated FY23 Grade
Admin. Support Specialist/Business Mgr.	25	31
Court Services Officer I/ISO I	34	38
Court Services Officer II/ISO II	37	42
District Court Admin I/Director	50	55

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: N/A

Additional Attachments: For reference the OJA FY22 Pay Scale & FY22 District Court Job Titles

IN THE SUPREME COURT OF THE STATE OF KANSAS

Administrative Order

2021-PX-076

RE: FY 2022 Pay Matrix

The pay matrix adopted pursuant to Administrative Order No. 301, dated June 6, 2019, is hereby rescinded effective June 12, 2021.

The attached new pay matrix is hereby adopted, effective June 13, 2021.

Dated this 10th day of June 2021.

A handwritten signature in blue ink that reads "Marla Luckert". The signature is written in a cursive, flowing style.

MARLA LUCKERT
Chief Justice

**Judicial Branch Pay Plan
Hourly Rates
Effective June 13, 2021**

Grade	Step A	Step B	Step C	Step D	Step E
1	\$10.332	\$10.589	\$11.392	\$12.274	\$13.200
2	\$10.585	\$10.875	\$11.685	\$12.571	\$13.528
3	\$10.850	\$11.147	\$11.977	\$12.885	\$13.866
4	\$11.114	\$11.406	\$12.280	\$13.210	\$14.192
5	\$11.392	\$11.691	\$12.587	\$13.540	\$14.547
6	\$11.685	\$11.975	\$12.878	\$13.859	\$14.922
7	\$11.977	\$12.274	\$13.200	\$14.205	\$15.295
8	\$12.280	\$12.571	\$13.528	\$14.550	\$15.651
9	\$12.587	\$12.885	\$13.866	\$14.913	\$16.043
10	\$12.878	\$13.210	\$14.192	\$15.279	\$16.434
11	\$13.200	\$13.540	\$14.547	\$15.660	\$16.845
12	\$13.528	\$13.859	\$14.922	\$16.047	\$17.255
13	\$13.866	\$14.205	\$15.295	\$16.448	\$17.686
14	\$14.192	\$14.550	\$15.651	\$16.858	\$18.116
15	\$14.547	\$14.913	\$16.043	\$17.279	\$18.568
16	\$14.922	\$15.279	\$16.434	\$17.691	\$19.044
17	\$15.295	\$15.660	\$16.845	\$18.134	\$19.520
18	\$15.651	\$16.047	\$17.255	\$18.583	\$19.973
19	\$16.043	\$16.448	\$17.686	\$19.047	\$20.473
20	\$16.434	\$16.858	\$18.116	\$19.509	\$20.970
21	\$16.845	\$17.279	\$18.568	\$19.998	\$21.495
22	\$17.255	\$17.691	\$19.044	\$20.479	\$22.029
23	\$17.686	\$18.134	\$19.520	\$20.990	\$22.580
24	\$18.116	\$18.583	\$19.973	\$21.500	\$23.131
25	\$18.568	\$19.047	\$20.473	\$22.038	\$23.709
26	\$19.044	\$19.509	\$20.970	\$22.559	\$24.256
27	\$19.520	\$19.998	\$21.495	\$23.124	\$24.862
28	\$19.973	\$20.479	\$22.029	\$23.701	\$25.477
29	\$20.473	\$20.990	\$22.580	\$24.294	\$26.114
30	\$20.970	\$21.500	\$23.131	\$24.880	\$26.777
31	\$21.495	\$22.038	\$23.709	\$25.502	\$27.447
32	\$22.029	\$22.559	\$24.256	\$26.114	\$28.116
33	\$22.580	\$23.124	\$24.862	\$26.767	\$28.819
34	\$23.131	\$23.701	\$25.477	\$27.454	\$29.495
35	\$23.709	\$24.294	\$26.114	\$28.140	\$30.232
36	\$24.256	\$24.880	\$26.777	\$28.821	\$30.994
37	\$24.862	\$25.502	\$27.447	\$29.542	\$31.768
38	\$25.477	\$26.114	\$28.116	\$30.250	\$32.533
39	\$26.114	\$26.767	\$28.819	\$31.006	\$33.346

**Judicial Branch Pay Plan
Hourly Rates
Effective June 13, 2021**

Grade	Step A	Step B	Step C	Step D	Step E
40	\$26.777	\$27.454	\$29.495	\$31.762	\$34.177
41	\$27.447	\$28.140	\$30.232	\$32.556	\$35.032
42	\$28.116	\$28.821	\$30.994	\$33.343	\$35.875
43	\$28.819	\$29.542	\$31.768	\$34.176	\$36.772
44	\$29.495	\$30.250	\$32.533	\$35.001	\$37.666
45	\$30.232	\$31.006	\$33.346	\$35.876	\$38.608
46	\$30.994	\$31.762	\$34.177	\$36.763	\$39.548
47	\$31.768	\$32.556	\$35.032	\$37.683	\$40.537
48	\$32.533	\$33.343	\$35.875	\$38.608	\$41.512
49	\$33.346	\$34.176	\$36.772	\$39.573	\$42.550
50	\$34.177	\$35.001	\$37.666	\$40.529	\$43.594
51	\$35.032	\$35.876	\$38.608	\$41.542	\$44.684
52	\$35.875	\$36.763	\$39.548	\$42.544	\$45.771
53	\$36.772	\$37.683	\$40.537	\$43.607	\$46.915
54	\$37.666	\$38.608	\$41.512	\$44.683	\$48.091
55	\$38.608	\$39.573	\$42.550	\$45.801	\$49.293
56	\$39.573	\$40.562	\$43.614	\$46.945	\$50.525
57	\$40.562	\$41.575	\$44.704	\$48.118	\$51.787
58	\$41.575	\$42.615	\$45.821	\$49.322	\$53.083
59	\$42.614	\$43.680	\$46.967	\$50.555	\$54.410
60	\$43.679	\$44.772	\$48.141	\$51.819	\$55.770
61	\$44.771	\$45.891	\$49.345	\$53.114	\$57.164
62	\$45.890	\$47.038	\$50.579	\$54.442	\$58.593
63	\$47.037	\$48.214	\$51.843	\$55.803	\$60.058
64	\$48.213	\$49.419	\$53.139	\$57.198	\$61.559
65	\$49.418	\$50.654	\$54.467	\$58.628	\$63.098

Judicial Branch Pay Plan
Biweekly Rates
Effective June 13, 2021

Grade	Step A	Step B	Step C	Step D	Step E
1	\$ 826.56	\$ 847.12	\$ 911.36	\$ 981.92	\$1,056.00
2	\$ 846.80	\$ 870.00	\$ 934.80	\$1,005.68	\$1,082.24
3	\$ 868.00	\$ 891.76	\$ 958.16	\$1,030.80	\$1,109.28
4	\$ 889.12	\$ 912.48	\$ 982.40	\$1,056.80	\$1,135.36
5	\$ 911.36	\$ 935.28	\$1,006.96	\$1,083.20	\$1,163.76
6	\$ 934.80	\$ 958.00	\$1,030.24	\$1,108.72	\$1,193.76
7	\$ 958.16	\$ 981.92	\$1,056.00	\$1,136.40	\$1,223.60
8	\$ 982.40	\$1,005.68	\$1,082.24	\$1,164.00	\$1,252.08
9	\$1,006.96	\$1,030.80	\$1,109.28	\$1,193.04	\$1,283.44
10	\$1,030.24	\$1,056.80	\$1,135.36	\$1,222.32	\$1,314.72
11	\$1,056.00	\$1,083.20	\$1,163.76	\$1,252.80	\$1,347.60
12	\$1,082.24	\$1,108.72	\$1,193.76	\$1,283.76	\$1,380.40
13	\$1,109.28	\$1,136.40	\$1,223.60	\$1,315.84	\$1,414.88
14	\$1,135.36	\$1,164.00	\$1,252.08	\$1,348.64	\$1,449.28
15	\$1,163.76	\$1,193.04	\$1,283.44	\$1,382.32	\$1,485.44
16	\$1,193.76	\$1,222.32	\$1,314.72	\$1,415.28	\$1,523.52
17	\$1,223.60	\$1,252.80	\$1,347.60	\$1,450.72	\$1,561.60
18	\$1,252.08	\$1,283.76	\$1,380.40	\$1,486.64	\$1,597.84
19	\$1,283.44	\$1,315.84	\$1,414.88	\$1,523.76	\$1,637.84
20	\$1,314.72	\$1,348.64	\$1,449.28	\$1,560.72	\$1,677.60
21	\$1,347.60	\$1,382.32	\$1,485.44	\$1,599.84	\$1,719.60
22	\$1,380.40	\$1,415.28	\$1,523.52	\$1,638.32	\$1,762.32
23	\$1,414.88	\$1,450.72	\$1,561.60	\$1,679.20	\$1,806.40
24	\$1,449.28	\$1,486.64	\$1,597.84	\$1,720.00	\$1,850.48
25	\$1,485.44	\$1,523.76	\$1,637.84	\$1,763.04	\$1,896.72
26	\$1,523.52	\$1,560.72	\$1,677.60	\$1,804.72	\$1,940.48
27	\$1,561.60	\$1,599.84	\$1,719.60	\$1,849.92	\$1,988.96
28	\$1,597.84	\$1,638.32	\$1,762.32	\$1,896.08	\$2,038.16
29	\$1,637.84	\$1,679.20	\$1,806.40	\$1,943.52	\$2,089.12
30	\$1,677.60	\$1,720.00	\$1,850.48	\$1,990.40	\$2,142.16
31	\$1,719.60	\$1,763.04	\$1,896.72	\$2,040.16	\$2,195.76
32	\$1,762.32	\$1,804.72	\$1,940.48	\$2,089.12	\$2,249.28
33	\$1,806.40	\$1,849.92	\$1,988.96	\$2,141.36	\$2,305.52
34	\$1,850.48	\$1,896.08	\$2,038.16	\$2,196.32	\$2,359.60
35	\$1,896.72	\$1,943.52	\$2,089.12	\$2,251.20	\$2,418.56
36	\$1,940.48	\$1,990.40	\$2,142.16	\$2,305.68	\$2,479.52
37	\$1,988.96	\$2,040.16	\$2,195.76	\$2,363.36	\$2,541.44
38	\$2,038.16	\$2,089.12	\$2,249.28	\$2,420.00	\$2,602.64
39	\$2,089.12	\$2,141.36	\$2,305.52	\$2,480.48	\$2,667.68

Judicial Branch Pay Plan
Biweekly Rates
Effective June 13, 2021

Grade	Step A	Step B	Step C	Step D	Step E
40	\$2,142.16	\$2,196.32	\$2,359.60	\$2,540.96	\$2,734.16
41	\$2,195.76	\$2,251.20	\$2,418.56	\$2,604.48	\$2,802.56
42	\$2,249.28	\$2,305.68	\$2,479.52	\$2,667.44	\$2,870.00
43	\$2,305.52	\$2,363.36	\$2,541.44	\$2,734.08	\$2,941.76
44	\$2,359.60	\$2,420.00	\$2,602.64	\$2,800.08	\$3,013.28
45	\$2,418.56	\$2,480.48	\$2,667.68	\$2,870.08	\$3,088.64
46	\$2,479.52	\$2,540.96	\$2,734.16	\$2,941.04	\$3,163.84
47	\$2,541.44	\$2,604.48	\$2,802.56	\$3,014.64	\$3,242.96
48	\$2,602.64	\$2,667.44	\$2,870.00	\$3,088.64	\$3,320.96
49	\$2,667.68	\$2,734.08	\$2,941.76	\$3,165.84	\$3,404.00
50	\$2,734.16	\$2,800.08	\$3,013.28	\$3,242.32	\$3,487.52
51	\$2,802.56	\$2,870.08	\$3,088.64	\$3,323.36	\$3,574.72
52	\$2,870.00	\$2,941.04	\$3,163.84	\$3,403.52	\$3,661.68
53	\$2,941.76	\$3,014.64	\$3,242.96	\$3,488.56	\$3,753.20
54	\$3,013.28	\$3,088.64	\$3,320.96	\$3,574.64	\$3,847.28
55	\$3,088.64	\$3,165.84	\$3,404.00	\$3,664.08	\$3,943.44
56	\$3,165.84	\$3,244.96	\$3,489.12	\$3,755.60	\$4,042.00
57	\$3,244.96	\$3,326.00	\$3,576.32	\$3,849.44	\$4,142.96
58	\$3,326.00	\$3,409.20	\$3,665.68	\$3,945.76	\$4,246.64
59	\$3,409.12	\$3,494.40	\$3,757.36	\$4,044.40	\$4,352.80
60	\$3,494.32	\$3,581.76	\$3,851.28	\$4,145.52	\$4,461.60
61	\$3,581.68	\$3,671.28	\$3,947.60	\$4,249.12	\$4,573.12
62	\$3,671.20	\$3,763.04	\$4,046.32	\$4,355.36	\$4,687.44
63	\$3,762.96	\$3,857.12	\$4,147.44	\$4,464.24	\$4,804.64
64	\$3,857.04	\$3,953.52	\$4,251.12	\$4,575.84	\$4,924.72
65	\$3,953.44	\$4,052.32	\$4,357.36	\$4,690.24	\$5,047.84

Judicial Branch Pay Plan
Annual Rates
Effective June 13, 2021

Grade	Step A	Step B	Step C	Step D	Step E
1	\$21,491	\$22,025	\$23,695	\$25,530	\$27,456
2	\$22,017	\$22,620	\$24,305	\$26,148	\$28,138
3	\$22,568	\$23,186	\$24,912	\$26,801	\$28,841
4	\$23,117	\$23,724	\$25,542	\$27,477	\$29,519
5	\$23,695	\$24,317	\$26,181	\$28,163	\$30,258
6	\$24,305	\$24,908	\$26,786	\$28,827	\$31,038
7	\$24,912	\$25,530	\$27,456	\$29,546	\$31,814
8	\$25,542	\$26,148	\$28,138	\$30,264	\$32,554
9	\$26,181	\$26,801	\$28,841	\$31,019	\$33,369
10	\$26,786	\$27,477	\$29,519	\$31,780	\$34,183
11	\$27,456	\$28,163	\$30,258	\$32,573	\$35,038
12	\$28,138	\$28,827	\$31,038	\$33,378	\$35,890
13	\$28,841	\$29,546	\$31,814	\$34,212	\$36,787
14	\$29,519	\$30,264	\$32,554	\$35,065	\$37,681
15	\$30,258	\$31,019	\$33,369	\$35,940	\$38,621
16	\$31,038	\$31,780	\$34,183	\$36,797	\$39,612
17	\$31,814	\$32,573	\$35,038	\$37,719	\$40,602
18	\$32,554	\$33,378	\$35,890	\$38,653	\$41,544
19	\$33,369	\$34,212	\$36,787	\$39,618	\$42,584
20	\$34,183	\$35,065	\$37,681	\$40,579	\$43,618
21	\$35,038	\$35,940	\$38,621	\$41,596	\$44,710
22	\$35,890	\$36,797	\$39,612	\$42,596	\$45,820
23	\$36,787	\$37,719	\$40,602	\$43,659	\$46,966
24	\$37,681	\$38,653	\$41,544	\$44,720	\$48,112
25	\$38,621	\$39,618	\$42,584	\$45,839	\$49,315
26	\$39,612	\$40,579	\$43,618	\$46,923	\$50,452
27	\$40,602	\$41,596	\$44,710	\$48,098	\$51,713
28	\$41,544	\$42,596	\$45,820	\$49,298	\$52,992
29	\$42,584	\$43,659	\$46,966	\$50,532	\$54,317
30	\$43,618	\$44,720	\$48,112	\$51,750	\$55,696
31	\$44,710	\$45,839	\$49,315	\$53,044	\$57,090
32	\$45,820	\$46,923	\$50,452	\$54,317	\$58,481
33	\$46,966	\$48,098	\$51,713	\$55,675	\$59,944
34	\$48,112	\$49,298	\$52,992	\$57,104	\$61,350
35	\$49,315	\$50,532	\$54,317	\$58,531	\$62,883
36	\$50,452	\$51,750	\$55,696	\$59,948	\$64,468
37	\$51,713	\$53,044	\$57,090	\$61,447	\$66,077
38	\$52,992	\$54,317	\$58,481	\$62,920	\$67,669
39	\$54,317	\$55,675	\$59,944	\$64,492	\$69,360

**Judicial Branch Pay Plan
Annual Rates
Effective June 13, 2021**

Grade	Step A	Step B	Step C	Step D	Step E
40	\$55,696	\$57,104	\$61,350	\$66,065	\$71,088
41	\$57,090	\$58,531	\$62,883	\$67,716	\$72,867
42	\$58,481	\$59,948	\$64,468	\$69,353	\$74,620
43	\$59,944	\$61,447	\$66,077	\$71,086	\$76,486
44	\$61,350	\$62,920	\$67,669	\$72,802	\$78,345
45	\$62,883	\$64,492	\$69,360	\$74,622	\$80,305
46	\$64,468	\$66,065	\$71,088	\$76,467	\$82,260
47	\$66,077	\$67,716	\$72,867	\$78,381	\$84,317
48	\$67,669	\$69,353	\$74,620	\$80,305	\$86,345
49	\$69,360	\$71,086	\$76,486	\$82,312	\$88,504
50	\$71,088	\$72,802	\$78,345	\$84,300	\$90,676
51	\$72,867	\$74,622	\$80,305	\$86,407	\$92,943
52	\$74,620	\$76,467	\$82,260	\$88,492	\$95,204
53	\$76,486	\$78,381	\$84,317	\$90,703	\$97,583
54	\$78,345	\$80,305	\$86,345	\$92,941	\$100,029
55	\$80,305	\$82,312	\$88,504	\$95,266	\$102,529
56	\$82,312	\$84,369	\$90,717	\$97,646	\$105,092
57	\$84,369	\$86,476	\$92,984	\$100,085	\$107,717
58	\$86,476	\$88,639	\$95,308	\$102,590	\$110,413
59	\$88,637	\$90,854	\$97,691	\$105,154	\$113,173
60	\$90,852	\$93,126	\$100,133	\$107,784	\$116,002
61	\$93,124	\$95,453	\$102,638	\$110,477	\$118,901
62	\$95,451	\$97,839	\$105,204	\$113,239	\$121,873
63	\$97,837	\$100,285	\$107,833	\$116,070	\$124,921
64	\$100,283	\$102,792	\$110,529	\$118,972	\$128,043
65	\$102,789	\$105,360	\$113,291	\$121,946	\$131,244

FY 2022 District Court Job Titles
and Pay Grades

Job Title	Current Salary Grade	New Salary Grade
Account Clerk II	12	16
Accounting Technician	16	20
Administrative Assistant	18	22
Administrative Hearing Officer	50	54
Administrative Support Specialist	21	25
Clerk Of District Court I	26	30
Clerk Of District Court II	30	34
Clerk Of District Court III	38	40
Clerk Of District Court IV	44	46
Court Management Analyst	46	49
Court Services Admin Officer	44	48
Court Services Officer I	30	34
Court Services Officer II	33	37
Court Services Officer III	38	42
District Court Admin I	48	50
District Court Admin III	57	61
Lead Operations Technician	37	38
Managing Court Reporter	37	39
Official Court Reporter	33	35
Operations Technician	33	34
Programmer I	33	35
Programmer II	41	43
Project Manager	48	51
Records Clerk II	5	6
Records Clerk III	12	16
Secretary I	12	16
Secretary II	16	20
Systems Analyst	46	50
Transcriptionist	16	20
Trial Court Clerk II	12	16
Trial Court Clerk III	16	20
Trial Court Clerk IV	22	26
Trial Court Clerk V	26	30
Trial Court Coordinator	28	32
Word Processing Technician I	12	16