

At this time the Courthouse is open to the public. Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. All visitors will be required to wear a mask. 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 3, 2021
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of February 24, 2021
- b) Approval of the minutes of the work session of February 24, 2021
- c) Approval of the schedule for the week March 8, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Resolution 2021-6, a rezoning from RR-5 to RR 2.5 on a tract of land located at 16421 McIntyre Road.
- b) Consider a motion to approve Resolution 2021-7, a special use permit for The Barn B&B, subject to all conditions.
- c) Consider a motion to approve Resolution 2021-8, a special use permit for CoolHeat KC and HVAC repair service, subject to all conditions.
- d) Consider a motion to approve Resolution 2021-9, a special use permit for a solar farm for FreeState Electric, subject to all conditions

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**WORK SESSION IMMEDIATELY FOLLOWING THE REGULAR SESSION TO
DISCUSS A NEW SCALE AT THE TRANSFER STATION**

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 1, 2021

4:00 p.m. – 5:00 p.m. Congressman Jake LaTurner mobile office hours
Leavenworth County Courthouse, 300 Walnut, Leavenworth, KS

Tuesday, March 2, 2021

12:00 p.m. Mental Health Task Force meeting via Zoom

Wednesday, March 3, 2021

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

Thursday, March 4, 2021

Friday, March 5, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****February 24, 2021 *****

The Board of County Commissioners met in a regular session on Wednesday, February 24, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Stieben, Commissioner Kaaz, and Commissioner Culbertson are present; Mark Loughry, County Administrator is present; Also present: David Van Parys, Senior County Counselor; Krystal Voth, Planning and Zoning Director; Larry Malbrough, Information Systems Director; Bill Noll, Infrastructure and Construction Services; Janice Van Parys, Leavenworth County Treasurer; Bob Weber, County Appraiser; Terrilois Mashburn, Register of Deeds; John Richmeier, Leavenworth Times

Residents: John Matthews, Joe Herring, Georgi Sammons

The Board acknowledged the passing of former Commissioner Clyde Graeber in a moment of silence.

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Krystal Voth requested an extension of the moratorium on building codes until more applications are received for the Board of Building Codes Appeals.

A motion was made by Commissioner Doug Smith to delay the implementation of building codes until April 1, 2021.

Commissioner Doug Smith withdrew his motion.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to delay the implementation of building codes until April 7, 2021.

Motion passed, 4-0, Commissioner Culbertson abstained.

A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben to accept the consent agenda for Wednesday, February 24, 2021 as presented.

Motion passed, 5-0.

Bill Noll requested acceptance of the recommendation of bid to for the bridge SH-22 construction inspection services to Finney and Turnipseed.

A motion was made by Commissioner Stieben and seconded by Commissioner to award the SH-22 bridge replacement construction inspection services to Finney and Turnipseed in the amount of \$98,500.00.

Motion passed, 5-0.

Mr. Noll requested acceptance of the bid for the construction of SH-22 bridge replacement project to King Construction.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve the low bid from King Construction for SH-22 bridge replacement project in the amount not to exceed \$1,452,249.75.

Motion passed, 5-0.

Mr. Noll requested additional funds for the utilization of the Olsson Master agreement for professional services.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve additional funds for the utilization of the Olsson Master agreement for professional services in an amount not to exceed \$120,00.00 for 2021.

Motion passed, 5-0.

TerriLois Mashburn presented an overview of the Register of Deeds.

Janice Van Parys presented an overview of the County Treasurer's Office.

Larry Malbrough presented a quarterly report for the Information Systems Department.

Bob Weber presented a quarterly report for the County Appraiser's Office.

Bill Noll presented a quarterly report for Public Works to include Road and Bridge, Fleet Operations, GIS and Noxious Weed.

Commissioner Kaaz will participate in the Governor's conference call Friday.

Commissioners Mike Smith and Culbertson attended the Lansing City Council meeting and presented the Eastern Gateway Bridge concept.

Commissioner Doug Smith participated in the MARC meeting yesterday and will participate in the Basehor City Council meeting tonight, the Fairmount Township meeting tomorrow night and attended the Lincoln Day Dinner along with Commissioner Stieben.

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

Motion passed, 5-0.

The Board adjourned at 11:26 a.m.

*****February 24, 2021 *****

The Board of County Commissioners met in a work session on Wednesday, February 24, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Stieben, Commissioner Kaaz, and Commissioner Culbertson are present; Mark Loughry, County Administrator is present; Also present: Harland Russell, John Hoppes, Brian Habjan, LCDC; Tim Vandall, Lansing City Administrator; John Richmeier, Leavenworth Times

A work session was held to discuss economic development.

It was the consensus of the Board to form a committee to address issues with the Leavenworth County Development Corporation.

The Board ended the work session at 12:31 p.m.

DRAFT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 8, 2021

Tuesday, March 9, 2021

Wednesday, March 10, 2021

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

Thursday, March 11, 2021

12:00 p.m. LCDC meeting via Zoom

Friday, March 12, 2021

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#						
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-001-5-53-215	6853393 NW UNIFORM RENTAL-FINA	65.70	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-001-5-53-215	6853393 NW UNIFORM RENTAL-FINA	65.70	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-001-5-53-215	6853393 NW UNIFORM RENTAL-FINA	65.70	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-001-5-53-215	6853393 NW UNIFORM RENTAL-FINA	.00	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-001-5-53-215	6853393 NW UNIFORM RENTAL-FINA	.00	
							*** VENDOR	10985 TOTAL	197.10
836	AREA WIDE	AREA WIDE GLASS AND MIRROR	318425	91344 AP	02/25/2021	1-001-5-07-359	JAIL - INTAKE HOLDING DOOR	355.00	
18253	AT&T MOBILITY	AT&T MOBILITY	318502	91412 AP	02/26/2021	1-001-5-05-210	EMS WIRELESS	862.50	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	318426	91345 AP	02/25/2021	1-001-5-32-209	INSPECTION FIRE TUBES/WATER TU	260.00	
340	BROOKS-JEFFREY	BROOKS-JEFFREY MARKETING INC	318376	91313 AP	02/22/2021	1-001-5-07-262	LVSOKS WEB PROD/PROGRAM/BURN P	5,800.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	318432	91351 AP	02/25/2021	1-001-5-06-220	3773122 CISCO CERT REFURB IP P	334.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-212	IRON MOUNTAIN SHREDDING 1/31/2	12.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-301	1860/2-21	399.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-301	0090/2-21 CLERK'S OFFICE/TECH	37.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-301	0090/2-21 CLERK'S OFFICE/TECH	9.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-301	0090/2-21 CLERK'S OFFICE/TECH	37.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-02-301	QUILL-PRINTING CALCS,OFFICE SU	62.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-03-230	NATIONWIDE 2021 BOND FOR TREAS	142.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-04-301	ROD:OFFICE SUPPLIES	54.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-04-301	ROD:OFFICE SUPPLIES	13.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-04-301	ROD:OFFICE SUPPLIES	128.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-209	EMS:FIELD/OFC SUPPLY,RED WASTE	450.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-210	AT&T FIRSTNET - EMS	861.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-215	TONGANOXIE WATER SVC EMS 9102	81.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-215	WASTE MGMT - NW,EMS9102,SHF,CT	93.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-215	FREESTATE ELEC SVC EMS 9102	154.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-216	EMS:FIELD/OFC SUPPLY,RED WASTE	153.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-216	EMS:FIELD/OFC SUPPLY,RED WASTE	176.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-216	EMS:FIELD/OFC SUPPLY,RED WASTE	125.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	174.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	215.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	6.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	117.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-282	EMS:FIELD/OFC SUPPLY,RED WASTE	329.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-301	EMS:FIELD/OFC SUPPLY,RED WASTE	99.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-301	EMS:FIELD/OFC SUPPLY,RED WASTE	606.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-306	EMS:VEH MAINT, FIELD/BLDG/QTRS	370.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-306	EMS:VEH MAINT, FIELD/BLDG/QTRS	131.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-350	EMS:VEH MAINT, FIELD/BLDG/QTRS	45.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-381	EMS:VEH MAINT, FIELD/BLDG/QTRS	498.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-381	EMS:VEH MAINT, FIELD/BLDG/QTRS	22.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-381	EMS:FIELD/OFC SUPPLY,RED WASTE	1,059.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-381	EMS:FIELD/OFC SUPPLY,RED WASTE	13,396.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-383	EMS:VEH MAINT, FIELD/BLDG/QTRS	182.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-383	EMS:VEH MAINT, FIELD/BLDG/QTRS	40.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-05-384	EMS:VEH MAINT, FIELD/BLDG/QTRS	159.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-06-216	MIDWEST MOBILE RADIO	20.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-06-216	AT&T PLANNING MIFI	158.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-301	PLANNING:OFFICE SUPPLIES, CODE	35.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-301	PLANNING:OFFICE SUPPLIES, CODE	36.11	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-301	PLANNING:OFFICE SUPPLIES, CODE	41.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-301	PLANNING:OFFICE SUPPLIES, CODE	161.50	

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-301	PLANNING:OFFICE SUPPLIES, CODE		11.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-06-306	PLANNING:OFFICE SUPPLIES, CODE		149.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		399.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		608.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		580.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-202	SHF:FUEL, TRAINING, UNIFORM, JAIL		199.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-203	SHF:FUEL, TRAINING, UNIFORM, JAIL		2,375.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-203	SHF:FUEL, TRAINING, UNIFORM, JAIL		110.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-208	WASTE MGMT - NW, EMS9102, SHF, CT		235.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-208	MIDWEST MOBILE RADIO		175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-208	MIDWEST MOBILE RADIO		655.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-208	MIDWEST MOBILE RADIO		230.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-208	MIDWEST MOBILE RADIO		535.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-210	AT&T SHF		46.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-210	AT&T SHF		219.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-210	AT&T - SHF WIRELESS		4,518.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-210	AT&T SHF		94.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-216	TIME WARNER CABLE INTERNET - E		74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-219	SHF:FUEL, TRAINING, UNIFORM, JAIL		177.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-07-223	FREESTATE ELEC SVC TO TOWERS		349.52	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-251	TECH, OFC/POLICE EQUIP, SUPPLIES		86.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-301	TECH, OFC/POLICE EQUIP, SUPPLIES		309.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-301	SHF:FUEL, TRAINING, UNIFORM, JAIL		210.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-303	TECH, OFC/POLICE EQUIP, SUPPLIES		166.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-305	TECH, OFC/POLICE EQUIP, SUPPLIES		654.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-350	TECH, OFC/POLICE EQUIP, SUPPLIES		118.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-350	SHF:FUEL, TRAINING, UNIFORM, JAIL		205.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-353	TECH, OFC/POLICE EQUIP, SUPPLIES		262.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-359	TECH, OFC/POLICE EQUIP, SUPPLIES		252.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-359	SHF:FUEL, TRAINING, UNIFORM, JAIL		119.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-359	SHF:FUEL, TRAINING, UNIFORM, JAIL		119.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-360	TECH, OFC/POLICE EQUIP, SUPPLIES		217.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-360	SHF:FUEL, TRAINING, UNIFORM, JAIL		23.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-362	TECH, OFC/POLICE EQUIP, SUPPLIES		319.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-07-362	SHF:FUEL, TRAINING, UNIFORM, JAIL		147.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-11-205	CO ATTY- KTAG CHARGED JAN 15		3.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-11-301	CO ATTY OFFICE SUPPLIES, MEDIA		983.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-14-210	SPECTRUM - COUNTY COMMUNICATIO		225.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-14-210	SPECTRUM - COUNTY COMMUNICATIO		1,012.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-14-210	SPECTRUM - COUNTY COMMUNICATIO		1,199.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-220	FREESTATE - ELEC SVC 725 LAMIN		685.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-220	SYMMETRY ENERGY - CC PMT DUE T		2,045.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-220	SYMMETRY ENERGY - CC PMT DUE T		57.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-220	TONGANOXIE CITY - WATER 725 L		63.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-14-220	FREESTATE:EISENHOWER TWR,725 L		764.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-14-229	WASTE MGMT - NW, EMS9102, SHF, CT		447.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-235	LINEAGE EQUIP MAINT 1/26/21-1		1,584.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-247	IRON MOUNTAIN SHREDDING 1/31/2		25.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-247	IRON MOUNTAIN SHREDDING 1/31/2		226.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-312	HERKEN:711, HD, EMS, SAFETY		169.96	

START DATE: 02/20/2021 END DATE: 02/28/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-332	SHF:FUEL, TRAINING, UNIFORM, JAIL		39.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-14-332	SHF:FUEL, TRAINING, UNIFORM, JAIL		45.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-18-213	IS - POTS LINES, HOTSPOT, DIGI		1,214.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-18-213	IS - POTS LINES, HOTSPOT, DIGI		161.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-18-213	IS - POTS LINES, HOTSPOT, DIGI		688.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-18-213	SPECTRUM - COUNTY COMMUNICATIO		2,500.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-19-301	DIST CT:CAMSTREAMER,SURETY BON		301.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-19-301	DIST CT:CAMSTREAMER,SURETY BON		50.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-19-301	DIST CT:CAMSTREAMER,SURETY BON		25.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-19-301	DIST CT OFFICE SUPPLIES		61.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-19-301	DIST CT - STANDING DESKS		449.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-28-301	AMAZON - RETURNED 2 CHAIRS		379.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-28-301	QUILL-PRINTING CALCS,OFFICE SU		326.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-28-301	IRON MOUNTAIN SHREDDING 1/31/2		12.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-297	B&G:JC JANIT/BLDG MAINT,MATERI		60.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-312	TOMLIN:MATERIAL-SUPPLIES, HD C		86.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-312	HERKEN:711,HD,EMS,SAFETY		122.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-312	B&G:JC JANIT/BLDG MAINT,MATERI		455.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-313	TOMLIN:MATERIAL-SUPPLIES, HD C		20.66	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-313	HERKEN:711,HD,EMS,SAFETY		15.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-313	B&G:JC JANIT/BLDG MAINT,MATERI		23.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-317	HERKEN:711,HD,EMS,SAFETY		20.39	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-384	B&G:JC JANIT/BLDG MAINT,MATERI		130.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-390	HERKEN:711,HD,EMS,SAFETY		119.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-390	B&G:JC JANIT/BLDG MAINT,MATERI		700.34	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-31-391	B&G:JC JANIT/BLDG MAINT,MATERI		866.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-32-296	B&G:JC JANIT/BLDG MAINT,MATERI		1,182.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-32-297	WASTE MGMT - JC DUMPSTER		304.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-32-391	HERKEN:711,HD,EMS,SAFETY		529.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-32-391	B&G:JC JANIT/BLDG MAINT,MATERI		568.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-32-391	GOETZ:JC BLDG MAINT SUPPLY		258.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-41-201	APPRAISER:OFFICE/COMPUTER SUPP		20.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-41-271	FLEETHOSTER FEBRUARY SERVICE		25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-41-271	FLEETHOSTER - MONTHLY SERVICE		19.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-41-301	APPRAISER:OFFICE/COMPUTER SUPP		530.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-41-371	APPRAISER:OFFICE/COMPUTER SUPP		276.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-001-5-53-207	WASTE MGMT - NW,EMS9102,SHF,CT		65.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-001-5-53-308	NOX WEED SPRAYER PARTS (PHILLI		446.26	
							*** VENDOR	648 TOTAL		57,833.05
156	CONVERGEONE	CONVERGEONE INC	318433	91352 AP	02/25/2021	1-001-5-07-208	AOSLVCO0001 CALL RECORDING ONL		1,222.45	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	318377	91314 AP	02/22/2021	1-001-5-11-501	CO ATTY COURT COSTS		3,631.94	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	318437	91356 AP	02/25/2021	1-001-5-42-301	PLOTTER PAPER ACCT 28984		90.23	
2900	EMS OVERPAYMENT	BANKERS LIFE & CASUALTY	318438	91357 AP	02/25/2021	1-001-5-05-290	REFUNDBLC/COLONIAL PENN		76.26	
86	EVERGY	EVERGY KANSAS CENTRAL INC	318439	91358 AP	02/25/2021	1-001-5-05-215	ELEC SVC EMS ADMIN		1,075.62	
86	EVERGY	EVERGY KANSAS CENTRAL INC	318419	91339 AP	02/23/2021	1-001-5-53-219	ELEC SVC NOX WEED		271.57	
							*** VENDOR	86 TOTAL		1,347.19
8726	FAGAN COMPANY	FAGAN COMPANY	318440	91359 AP	02/25/2021	1-001-5-14-369	24520 BROKER WATER LINE 711 MA		16,485.39	
13466	FIRST STAT	FIRST STATE BANK & TRUST	318378	91315 AP	02/22/2021	1-001-5-03-233	CHECK ORDER TONGANOXIE/ANNEX A		163.83	
120	GRENIER AUTOWORKS	ALFRED GRENIER II	318444	91363 AP	02/25/2021	1-001-5-07-213	APPLY DEALX SHF UNITS132,107,1		770.00	
4465	GRONIS	GRONIS HARDWARE INC	318445	91364 AP	02/25/2021	1-001-5-07-357	JAIL MISC HARDWARE/SUPPLIES		15.93	
4465	GRONIS	GRONIS HARDWARE INC	318445	91364 AP	02/25/2021	1-001-5-07-359	JAIL MISC HARDWARE/SUPPLIES		16.48	
4465	GRONIS	GRONIS HARDWARE INC	318445	91364 AP	02/25/2021	1-001-5-07-359	JAIL-MISC HARDWARD/SUPPLIES		12.10	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
						*** VENDOR	4465 TOTAL		44.51
27	HEALTH DEPT	LEAV CO HEALTH DEPT	318379	91316 AP	02/22/2021	1-001-5-05-285	EMS EXPOSURE LABS	15.00	
19139	HEARTLAND	HEARTLAND TOW INC	318380	91317 AP	02/22/2021	1-001-5-07-213	TOW SHF UNIT 131 TONGIE ANNEX	75.00	
191	HOME DEPOT	HOME DEPOT USA	318450	91370 AP	02/25/2021	1-001-5-07-359	1137682 2 TOOLBOXES FOR JAIL M	785.00	
523	JARBALO JU	KENNETH W SHOEMAKER	318454	91374 AP	02/25/2021	1-001-5-07-213	UNIT 101 REPAIRS (LESS INSURAN	4,286.72	
1525	JAY'S UNIF	JAY'S UNIFORM	318455	91375 AP	02/25/2021	1-001-5-07-350	SHF UNIFORMS	357.62	
1525	JAY'S UNIF	JAY'S UNIFORM	318455	91375 AP	02/25/2021	1-001-5-07-350	SHF UNIFORMS	738.56	
						*** VENDOR	1525 TOTAL		1,096.18
155	KCDAA	KANSAS CO DIST ATTORNEY'S ASSN	318457	91377 AP	02/25/2021	1-001-5-11-203	ANNUAL DUES 407 ATTORNEYS	580.00	
1842	KONE INC	KONE INC	318459	91379 AP	02/25/2021	1-001-5-31-220	N40131062 ELEVATOR MAINT - JAN	129.86	
1842	KONE INC	KONE INC	318459	91379 AP	02/25/2021	1-001-5-32-262	N40131062 ELEVATOR MAINT - JAN	519.46	
						*** VENDOR	1842 TOTAL		649.32
148	LAW LIBRARY	LEAV CO LAW LIBRARY	318460	91380 AP	02/25/2021	1-001-5-11-203	CO ATTY DUES	10.00	
6876	LEAV CITY	CITY OF LEAVENWORTH	318382	91319 AP	02/22/2021	1-001-5-14-212	REZONING APPLICATION FEE	350.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	318461	91381 AP	02/25/2021	1-001-5-07-301	SHF/JAIL SUPPLIES	85.28	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	318461	91381 AP	02/25/2021	1-001-5-07-359	SHF/JAIL SUPPLIES	1,756.00	
						*** VENDOR	4755 TOTAL		1,841.28
9762	LEAV POLIC	LEAVENWORTH POLICE DEPT	318384	91321 AP	02/22/2021	1-001-5-11-503	LAW ENFORCEMENT FEES	100.00	
9762	LEAV POLIC	LEAVENWORTH POLICE DEPT	318384	91321 AP	02/22/2021	1-001-5-11-503	LAW ENFORCEMENT FEES	100.00	
9762	LEAV POLIC	LEAVENWORTH POLICE DEPT	318384	91321 AP	02/22/2021	1-001-5-11-503	LAW ENFORCEMENT FEES	100.00	
						*** VENDOR	9762 TOTAL		300.00
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	23.40	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	18.00	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	18.00	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	24.75	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	27.45	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	23.40	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	19.80	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	20.70	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	20.70	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	19.80	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	69.50	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES,RESOLU	35.30	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	52.40	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	19.80	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	24.30	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	20.70	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	21.60	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	23.40	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-06-218	ACCT 267 BOARD ORDER 2021-1 &	22.50	
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-001-5-41-214	2098 MARKET STUDY PUBLICATION	32.85	
						*** VENDOR	537 TOTAL		538.35
22606	MAZZA MEREDITH	MEREDITH DAWN MAZZA	318385	91322 AP	02/22/2021	1-001-5-11-240	APPEAL BRIEF 2018-CV-131 BRINK	600.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	318386	91323 AP	02/22/2021	1-001-5-01-201	OPK595_K MONTHLY MAINT	259.96	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	318387	91324 AP	02/22/2021	1-001-5-07-213	SHF HEADLAMP ACCT 39279	7.31	
3	OTHER COUNTY OFFICE	REGISTRATION FEE TRUST	318388	91325 AP	02/22/2021	1-001-5-11-213	CERTIFIED DRIVING RECORD	2.00	
102	PROFESSIONAL SERVICE	UNIVERSITY OF KANSAS HOSP	318471	91391 AP	02/25/2021	1-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	163.00	
102	PROFESSIONAL SERVICE	UNIVERSITY OF KANSAS HOSP	318471	91391 AP	02/25/2021	1-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	233.00	
						*** VENDOR	102 TOTAL		396.00
15094	PVD EDUCAT	PVD EDUCATION FUND	318472	91392 AP	02/25/2021	1-001-5-41-203	2020-21 ELEGIBILITY MAINT FEE	25.00	
15094	PVD EDUCAT	PVD EDUCATION FUND	318472	91392 AP	02/25/2021	1-001-5-41-203	2020-21 ELEGIBILITY MAINT FEE	25.00	
15094	PVD EDUCAT	PVD EDUCATION FUND	318472	91392 AP	02/25/2021	1-001-5-41-203	2020-21 ELEGIBILITY MAINT FEE	25.00	

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TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
15094	PVD EDUCAT	PVD EDUCATION FUND	318472	91392 AP	02/25/2021	1-001-5-41-203	2020-21 ELEGIBILITY MAINT FEE	25.00	
							*** VENDOR	15094 TOTAL	100.00
103	RESTITUTIO	LEAVENWORTH CITY TREASURER	318389	91326 AP	02/22/2021	1-001-5-11-502	RESTITUTION	358.12	
103	RESTITUTIO	FIRST STATE BANK	318390	91327 AP	02/22/2021	1-001-5-11-502	RESTITUTION	436.35	
103	RESTITUTIO	CITY OF LEAVENWORTH PARKS & RE	318391	91328 AP	02/22/2021	1-001-5-11-502	RESTITUTION	84.95	
103	RESTITUTIO	B&J COUNTRY MART	318392	91329 AP	02/22/2021	1-001-5-11-502	RESTITUTION	210.09	
							*** VENDOR	103 TOTAL	1,089.51
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-07-213	SHF FUEL, VEH MAINT, PRISONER	7,720.77	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-07-218	SHF FUEL, VEH MAINT, PRISONER	865.31	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-332	SHF FUEL, VEH MAINT, PRISONER	2,829.35	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-332	SHF FUEL, VEH MAINT, PRISONER	326.41	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-333	B&G FUEL	117.44	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-333	B&G FUEL	28.11	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-333	B&G FUEL	105.02	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-333	B&G FUEL	109.30	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-14-336	NOX WEED FUEL, VEH MAINT	396.96	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-001-5-53-308	NOX WEED FUEL, VEH MAINT	486.85	
							*** VENDOR	458 TOTAL	12,985.52
25224	SAFETY REM	SAFETY REMEDY	318475	91395 AP	02/25/2021	1-001-5-53-307	ACCT 486 LENSE WIPES, EYE WASH	53.35	
49	ST LUKES	ST LUKES HOSPITAL	318476	91396 AP	02/25/2021	1-001-5-07-219	INMATE MEDICAL BILL	31.38	
29159	STAR PROGR	STAR PROGRAMMING	318477	91397 AP	02/25/2021	1-001-5-53-203	SVC AGREEMENT/RETAIN FEE FOR S	500.00	
248	SUMMIT FOOD	ELIOR, INC	318478	91398 AP	02/25/2021	1-001-5-07-261	C74100 INMATE MEALS	5,159.49	
248	SUMMIT FOOD	ELIOR, INC	318478	91398 AP	02/25/2021	1-001-5-07-261	C74100 INMATE MEALS	5,299.77	
248	SUMMIT FOOD	ELIOR, INC	318478	91398 AP	02/25/2021	1-001-5-07-261	C74100 INMATE MEALS	5,210.72	
248	SUMMIT FOOD	ELIOR, INC	318478	91398 AP	02/25/2021	1-001-5-07-261	C74100 INMATE MEALS	4,809.21	
							*** VENDOR	248 TOTAL	20,479.19
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	318394	91331 AP	02/22/2021	1-001-5-07-262	GRP 6790:INTERFACE JAIL BOOKIN	2,925.00	
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	318420	91340 AP	02/23/2021	1-001-5-14-220	413714 GAS SVC 711 MARSHALL	2,201.18	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	318479	91399 AP	02/25/2021	1-001-5-11-210	1000590171 WEST INFORMATION CH	752.24	
22972	TRANSFER STATION	TRANSFER STATION	318395	91332 AP	02/22/2021	1-001-5-32-297	B&G ACCT 158 CONSTRUCTION/STAN	79.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-01-302	JAN POSTAGE BOCC/LEGAL	8.22	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-02-302	JANUARY POSTAGE CLK,CH,HR,ELEC	1.90	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-03-302	JAN POSTAGE CO TREAS	33.06	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-05-302	EMS POSTAGE JAN	315.99	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-06-302	JAN POSTAGE PLANNING	61.27	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-07-302	JAN POSTAGE SHERIFF	270.07	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-09-302	JAN POSTAGE BOCC/LEGAL	10.48	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-11-302	JAN POSTAGE CO ATTY	910.62	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-14-302	JANUARY POSTAGE CLK,CH,HR,ELEC	88.07	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-19-302	JAN POSTAGE DIST CT	604.08	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-28-302	JANUARY POSTAGE CLK,CH,HR,ELEC	110.71	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-41-302	JAN POSTAGE APPRAISER	2,839.76	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-001-5-49-302	JANUARY POSTAGE CLK,CH,HR,ELEC	69.12	
							*** VENDOR	575 TOTAL	5,323.35
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	318482	91402 AP	02/25/2021	1-001-5-11-255	TRANSCRIPTS COUNTY ATTORNEY	414.00	
1768	VITAL RECORDS	VITAL RECORDS HOLDING, LLC	318483	91403 AP	02/25/2021	1-001-5-31-290	10156300 ANNUAL STORAGE FOR TA	965.54	
141	WILLIAMS,MEGAN	MEGAN T WILLIAMS	318485	91405 AP	02/25/2021	1-001-5-11-240	APPEAL BRIEF 2019-CR-280	600.00	
100	WITNESS LIST								

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
100	WITNESS LIST							*** VENDOR	100 TOTAL	605.28
								TOTAL FUND 001		150,370.86
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	318431	91350 AP	02/25/2021	1-108-5-00-219	HEALTH DEPT/WIC BLDG CHARGES		1,221.54	
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	318431	91350 AP	02/25/2021	1-108-5-00-606	HEALTH DEPT/WIC BLDG CHARGES		407.19	
								*** VENDOR	4938 TOTAL	1,628.73
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-108-5-00-219	AT&T MOBILITY		164.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-108-5-00-601	MIDWEST MOBILE RADIO		75.00	
								*** VENDOR	648 TOTAL	239.96
86	EVERGY	EVERGY KANSAS CENTRAL INC	318439	91358 AP	02/25/2021	1-108-5-00-219	WIC/HEALTH ELEC SVC		806.71	
86	EVERGY	EVERGY KANSAS CENTRAL INC	318439	91358 AP	02/25/2021	1-108-5-00-606	WIC/HEALTH ELEC SVC		268.90	
								*** VENDOR	86 TOTAL	1,075.61
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-108-5-00-302	JAN POSTAGE HEALTH DEPT,WIC,TP		30.11	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-108-5-00-606	JAN POSTAGE HEALTH DEPT,WIC,TP		84.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-108-5-00-610	JAN POSTAGE HEALTH DEPT,WIC,TP		.50	
								*** VENDOR	575 TOTAL	114.61
								TOTAL FUND 108		3,058.91
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-115-5-00-415	FLEETHOSTER FEBRUARY SERVICE		25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-115-5-00-415	FLEETHOSTER - MONTHLY SERVICE		19.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-115-5-00-418	FLEETHOSTER FEBRUARY SERVICE		25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-115-5-00-418	FLEETHOSTER - MONTHLY SERVICE		19.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-115-5-00-434	FLEETHOSTER FEBRUARY SERVICE		575.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-115-5-00-434	FLEETHOSTER - MONTHLY SERVICE		445.55	
								*** VENDOR	648 TOTAL	1,110.45
								TOTAL FUND 115		1,110.45
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-117-5-00-301	0090/2-21 CLERK'S OFFICE/TECH		13.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-117-5-00-301	0090/2-21 CLERK'S OFFICE/TECH		83.74	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-117-5-00-301	AMAZON - 1 TONER 83X		83.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-117-5-00-301	QUILL-PRINTING CALCS,OFFICE SU		284.98	
								*** VENDOR	648 TOTAL	466.20
								TOTAL FUND 117		466.20
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-118-5-00-405	ANNEX - DIRECTV		91.98	
								TOTAL FUND 118		91.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-126-5-00-210	COMM CORR: TRAINING, ZOOM UPGR		164.14	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-126-5-00-210	COMM CORR VERIZON , KTA, VEH M		40.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-126-5-00-222	COMM CORR: TRAINING, ZOOM UPGR		1,200.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-126-5-00-321	COMM CORR: TRAINING, ZOOM UPGR		24.99	
								*** VENDOR	648 TOTAL	1,429.14
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	318434	91353 AP	02/25/2021	1-126-5-00-225	COMM CORR WATER/COOLER RENTAL		21.00	
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-126-5-00-321	COMM CORR OFFICE SUPPLIES 5645		293.99	
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-126-5-00-321	COMM CORR OFFICE SUPPLIES 5645		6.00	
								*** VENDOR	7098 TOTAL	299.99
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-126-5-00-221	COMM CORR - BATTERY/LABOR		19.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-126-5-00-210	JAN POSTAGE COMM CORR		79.38	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 126	1,848.51
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-127-5-00-3	FIRSTNET - COMMUNITY CORRECTIO	173.02	
								TOTAL FUND 127	173.02
7158	A-1 RENTAL	A-1 RENTAL	318423	91342 AP	02/25/2021	1-133-5-00-214	2-34 MONTHLY TOILET RENTAL QUA	100.00	
7158	A-1 RENTAL	A-1 RENTAL	318423	91342 AP	02/25/2021	1-133-5-00-214	2-34 MONTHLY TOILET RENTAL QUA	100.00	
								*** VENDOR 7158 TOTAL	200.00
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-215	2-35 6853380 FINAL	109.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-215	2-35 6853380 FINAL	109.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-215	2-35 6853380 FINAL	109.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-215	2-35 6853380 FINAL	.00	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-215	2-35 6853380 FINAL	.00	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-312	2-35 6853380 FINAL	137.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-312	2-35 6853380 FINAL	137.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-312	2-35 6853380 FINAL	137.96	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-312	2-35 6853380 FINAL	.00	
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-133-5-00-312	2-35 6853380 FINAL	.00	
								*** VENDOR 10985 TOTAL	743.76
4136	BRANDT FAB	BRANDT FABRICATING	318429	91348 AP	02/25/2021	1-133-5-00-360	2-37 FABRICATE 4 SPRAYER BOXES	680.00	
4136	BRANDT FAB	BRANDT FABRICATING	318429	91348 AP	02/25/2021	1-133-5-00-440	2-37 FABRICATE 4 SPRAYER BOXES	95.80	
								*** VENDOR 4136 TOTAL	775.80
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	318430	91349 AP	02/25/2021	1-133-5-00-303	2-38 430742 ROAD SEAL	10,955.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-133-5-00-201	2-49 JANUARY KTA	14.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-203	2-33 EQUIP PARTS, SAFETY,SUPPL	35.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-207	2-61 TIRES,PARTS,SHOP SUPPLY,	218.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-207	2-62 SNOW EQUP,TIRES,SVC CALLS	471.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-133-5-00-207	2-52 MIDWEST MOBILE RADIO	375.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-133-5-00-210	2-27 AT&T MOBILITY - SURVEY	86.66	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-214	2-33 EQUIP PARTS, SAFETY,SUPPL	166.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-133-5-00-251	2-30 FREESTATE - TONGIE QUARRY	36.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-301	2-33 EQUIP PARTS, SAFETY,SUPPL	661.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-301	2-61 TIRES,PARTS,SHOP SUPPLY,	200.82	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-309	2-61 TIRES,PARTS,SHOP SUPPLY,	1,496.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-309	2-62 SNOW EQUP,TIRES,SVC CALLS	720.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-311	2-61 TIRES,PARTS,SHOP SUPPLY,	156.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-311	2-62 SNOW EQUP,TIRES,SVC CALLS	96.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-312	2-61 TIRES,PARTS,SHOP SUPPLY,	1,392.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-312	2-62 SNOW EQUP,TIRES,SVC CALLS	53.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-326	2-61 TIRES,PARTS,SHOP SUPPLY,	123.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-360	2-33 EQUIP PARTS, SAFETY,SUPPL	1,562.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-360	2-61 TIRES,PARTS,SHOP SUPPLY,	6,755.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-360	2-61 TIRES,PARTS,SHOP SUPPLY,	79.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-360	2-62 SNOW EQUP,TIRES,SVC CALLS	384.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-360	2-62 SNOW EQUP,TIRES,SVC CALLS	3,957.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-362	2-61 TIRES,PARTS,SHOP SUPPLY,	754.11	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-363	2-62 SNOW EQUP,TIRES,SVC CALLS	68.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-364	2-33 EQUIP PARTS, SAFETY,SUPPL	831.11	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-364	2-61 TIRES,PARTS,SHOP SUPPLY,	575.37	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-365	2-61 TIRES,PARTS,SHOP SUPPLY,	285.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-133-5-00-365	2-61 TIRES,PARTS,SHOP SUPPLY,	222.76	
								*** VENDOR 648 TOTAL	21,784.00

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
86	EVERGY	EVERGY KANSAS CENTRAL INC	318419	91339 AP	02/23/2021	1-133-5-00-251	2-32 ELEC SVC CO SHOP ET AL	921.90		
86	EVERGY	EVERGY KANSAS CENTRAL INC	318419	91339 AP	02/23/2021	1-133-5-00-251	2-32 ELEC SVC CO SHOP ET AL	616.48		
86	EVERGY	EVERGY KANSAS CENTRAL INC	318419	91339 AP	02/23/2021	1-133-5-00-251	2-32 ELEC SVC CO SHOP ET AL	18.30		
86	EVERGY	EVERGY KANSAS CENTRAL INC	318419	91339 AP	02/23/2021	1-133-5-00-251	2-32 ELEC SVC CO SHOP ET AL	469.68		
								*** VENDOR	86 TOTAL	2,026.36
290	FELDMANS	FELDMANS	318441	91360 AP	02/25/2021	1-133-5-00-364	2-39 30336 SAFETY BOOTS C DAVE	156.99		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-133-5-00-207	2-40 016993 SVC CALL, GREASE C	489.32		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-133-5-00-310	2-40 016993 SVC CALL, GREASE C	271.80		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-133-5-00-310	2-40 016993 SVC CALL, GREASE C	233.34		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-133-5-00-310	2-40 016993 SVC CALL, GREASE C	233.34		
								*** VENDOR	2588 TOTAL	761.12
617	GEIGER	GEIGER READY MIX	318443	91362 AP	02/25/2021	1-133-5-00-326	2-41 4339 FLOWFILL	1,139.25		
617	GEIGER	GEIGER READY MIX	318443	91362 AP	02/25/2021	1-133-5-00-326	2-41 4339 FLOWFILL	1,247.00		
								*** VENDOR	617 TOTAL	2,386.25
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	661.13		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	1,421.03		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	218.58		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	806.13		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	208.86		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	160.92		
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-133-5-00-361	2-42 300467 ROCK	1,661.96		
								*** VENDOR	434 TOTAL	5,138.61
27474	HEAVYQUIP	HEAVYQUIP	318447	91366 AP	02/25/2021	1-133-5-00-360	2-44 084730-C SWIVEL SNOW WHEE	3,480.00		
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	318448	91367 AP	02/25/2021	1-133-5-00-310	2-43 74217 HEAVY DUTY DIESEL 5	276.92		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	3,973.22		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	6,355.77		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	9,794.76		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	1,819.09		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	940.78		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	1,315.37		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-306	2-45 218331 ROCK, ICE/SNOW	4,441.80		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-361	2-45 218331 ROCK, ICE/SNOW	199.73		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-361	2-45 218331 ROCK, ICE/SNOW	203.90		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-361	2-45 218331 ROCK, ICE/SNOW	201.31		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-133-5-00-361	2-45 218331 ROCK, ICE/SNOW	201.60		
								*** VENDOR	369 TOTAL	29,447.33
191	HOME DEPOT	HOME DEPOT USA	318450	91370 AP	02/25/2021	1-133-5-00-312	2-56 1111680 TOOLS, SAFETY GLA	221.98		
191	HOME DEPOT	HOME DEPOT USA	318450	91370 AP	02/25/2021	1-133-5-00-312	2-56 1111680 TOOLS, SAFETY GLA	36.10		
191	HOME DEPOT	HOME DEPOT USA	318450	91370 AP	02/25/2021	1-133-5-00-364	2-56 1111680 TOOLS, SAFETY GLA	268.50		
191	HOME DEPOT	HOME DEPOT USA	318450	91370 AP	02/25/2021	1-133-5-00-365	2-56 1111680 TOOLS, SAFETY GLA	78.15		
								*** VENDOR	191 TOTAL	604.73
368	INDEPENDEN	INDEPENDENT SALT CO	318451	91371 AP	02/25/2021	1-133-5-00-306	2-46 2KSLEAV ICE CONTROL SALT	7,206.58		
368	INDEPENDEN	INDEPENDENT SALT CO	318451	91371 AP	02/25/2021	1-133-5-00-306	2-46 2KSLEAV ICE CONTROL SALT	21,660.33		
								*** VENDOR	368 TOTAL	28,866.91
250	INLAND TRUCK	INLAND TRUCK PARTS & SERVICE	318452	91372 AP	02/25/2021	1-133-5-00-360	2-47 054373 LANGE YOKE, UJOINT	403.39		
979	JAMAR TECHNOLOGIES	JAMAR TECHNOLOGIES INC	318453	91373 AP	02/25/2021	1-133-5-00-360	2-48 13641 GEO II DMI E/EX ANT	2,718.00		
537	LEAV TIMES	LEAVENWORTH TIMES	318462	91382 AP	02/25/2021	1-133-5-00-208	2-51 264 PUB LARGE CULVERT BID	17.30		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	108.79		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	74.52		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	280.00		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	138.76		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	192.80		

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TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	755.10		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	1,164.65		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	129.31		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	617.95		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	552.03		
232	MHC KENWORTH	MHC KENWORTH-OLATHE	318466	91386 AP	02/25/2021	1-133-5-00-360	2-53 95988 WASHER, FILTERS, GA	170.52		
								*** VENDOR	232 TOTAL	1,596.51
2666	MISC REIMBURSEMENTS	JOSEPH BLASER	318467	91387 AP	02/25/2021	1-133-5-00-203	2-36 REIM DL	35.00		
2666	MISC REIMBURSEMENTS	BROCK LADESIC	318468	91388 AP	02/25/2021	1-133-5-00-203	2-50 REIM CDL	13.00		
2666	MISC REIMBURSEMENTS	MICHAEL REYNHOLDS	318469	91389 AP	02/25/2021	1-133-5-00-203	REIM CDL EXAM FEE, LICENSE, PH	41.00		
								*** VENDOR	2666 TOTAL	89.00
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	213.95		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	54.90		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	118.20		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	134.88		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	51.14		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-133-5-00-301	2-54 7295538 CAN LINERS,EIPES,	135.72		
								*** VENDOR	7098 TOTAL	708.79
10703	TIRE TOWN	TIRE TOWN	318480	91400 AP	02/25/2021	1-133-5-00-309	2-57 TIRE TOWN - ROLLOFF SCRAP	400.00		
960	TODD'S TIRE LLC	TODD'S TIRE LLC	318481	91401 AP	02/25/2021	1-133-5-00-309	2-58 TIRES	1,904.00		
1768	VITAL RECORDS	VITAL RECORDS HOLDING, LLC	318483	91403 AP	02/25/2021	1-133-5-00-301	2-59 10156330 ANNUAL STORAGE/P	844.45		
403	WELBORN	WELBORN SALES INC	318484	91404 AP	02/25/2021	1-133-5-00-325	2-60 LEAVCOHW CULVERTS	1,870.00		
								TOTAL FUND 133		118,155.30

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-201	COMM CORR VERIZON , KTA, VEH M	77.71		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-204	COMM CORR: TRAINING, ZOOM UPGR	300.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-204	TRAINING, JUV JUSTICE, JISP SU	100.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-136-5-00-206	FIRSTNET - COMMUNITY CORRECTIO	86.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-224	COMM CORR: TRAINING, ZOOM UPGR	300.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-224	TRAINING, JUV JUSTICE, JISP SU	100.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-136-5-00-226	FIRSTNET - COMMUNITY CORRECTIO	86.50		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-136-5-00-301	TRAINING, JUV JUSTICE, JISP SU	70.69		
								*** VENDOR	648 TOTAL	1,121.40
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	318434	91353 AP	02/25/2021	1-136-5-00-203	COMM CORR WATER/COOLER RENTAL	10.50		
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	318434	91353 AP	02/25/2021	1-136-5-00-223	COMM CORR WATER/COOLER RENTAL	10.50		
								*** VENDOR	1220 TOTAL	21.00
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-136-5-00-301	COMM CORR OFFICE SUPPLIES 5645	146.99		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-136-5-00-301	COMM CORR OFFICE SUPPLIES 5645	3.00		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-136-5-00-321	COMM CORR OFFICE SUPPLIES 5645	146.99		
7098	QUILL CORP	QUILL CORP	318473	91393 AP	02/25/2021	1-136-5-00-321	COMM CORR OFFICE SUPPLIES 5645	2.99		
								*** VENDOR	7098 TOTAL	299.97
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-136-5-00-301	JAN POSTAGE JISP/CM	5.06		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-136-5-00-321	JAN POSTAGE JISP/CM	5.06		
								*** VENDOR	575 TOTAL	10.12
								TOTAL FUND 136		1,452.49

10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-137-5-00-203	2-7 6853380 FINAL	55.64		
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-137-5-00-203	2-7 6853380 FINAL	55.64		
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-137-5-00-203	2-7 6853380 FINAL	55.64		
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-137-5-00-203	2-7 6853380 FINAL	.00		
10985	ARAMARK CO	ARAMARK CO	318424	91343 AP	02/25/2021	1-137-5-00-203	2-7 6853380 FINAL	.00		
								*** VENDOR	10985 TOTAL	166.92

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TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-137-5-00-320	2-14 PUMP, AIR FILTER		2,686.38
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		322.53
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		523.01
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		346.42
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		99.65
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		446.07
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		271.45
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		1,778.40
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	318442	91361 AP	02/25/2021	1-137-5-00-320	2-8 016993 CLAMPS, ELEMENTS, B		322.53
							*** VENDOR	2588 TOTAL	3,417.22
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		4,768.78
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		682.59
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		252.79
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		268.55
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		213.72
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		324.10
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		7,919.73
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		6,768.13
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		149.85
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		8,095.45
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		7,131.10
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		1,280.78
434	HAMM QUARR	HAMM QUARRIES	318446	91365 AP	02/25/2021	1-137-5-00-312	2-9 300467 ROCK		5,597.97
							*** VENDOR	434 TOTAL	43,453.54
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		554.54
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		1,013.04
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		1,206.87
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		953.71
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		388.08
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		576.44
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		369.50
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		998.36
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		197.86
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		523.54
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		380.88
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		967.54
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		407.67
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		352.37
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		202.90
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		207.07
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-10 218331 ROCK		200.74
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		196.56
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		199.58
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		400.18
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		398.73
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		198.72
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		774.29
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		594.29
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		201.46
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		995.61
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		198.00
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331 ROCK		590.55

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#						
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	934.41	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	580.18	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	201.17	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	191.66	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	199.44	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO		318449	91369 AP	02/25/2021	1-137-5-00-312	2-13 218331	ROCK	393.98	
									*** VENDOR	369 TOTAL	16,749.92
232	MHC KENWORTH	MHC KENWORTH-OLATHE		318466	91386 AP	02/25/2021	1-137-5-00-320	2-11 95988	CLEAN FILTER/EXHAUS	280.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC		318470	91390 AP	02/25/2021	1-137-5-00-321	2-12 1960724	POLAR MOLD AWT L2	1,700.00	
									TOTAL FUND 137	68,453.98	

755	LCPA	LEAV CO PORT AUTHORITY		318381	91318 AP	02/22/2021	1-140-5-00-202	ALLOCATION PER 2021 BUDGET		51,125.00	
									TOTAL FUND 140	51,125.00	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-144-5-00-2	COA PALS - PET SUPPLIES		176.32	
									TOTAL FUND 144	176.32	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-202	COA NONGRANT		150.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-204	COA NONGRANT		43.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-204	COA NONGRANT		111.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-208	COA NONGRANT		140.45	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-210	COA NONGRANT		370.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-210	COA NONGRANT		60.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-213	COA NONGRANT		289.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-252	COA NONGRANT		21.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-254	COA NONGRANT		12.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-255	COA NONGRANT		132.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-255	COA NONGRANT		10.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-255	COA NONGRANT		35.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-255	COA NONGRANT		14.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-256	COA CI & CII COMMODITIES		422.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-301	COA NONGRANT		119.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-301	COA NONGRANT		52.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-302	COA NONGRANT		110.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-305	COA NONGRANT		56.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-345	COA CI & CII COMMODITIES		8.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-00-345	COA CI & CII COMMODITIES		31.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-05-201	COA CI & CII COMMODITIES		204.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-05-301	COA CI & CII COMMODITIES		4.34	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-06-301	COA CI & CII COMMODITIES		4.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-06-321	COA CI & CII COMMODITIES		2.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-07-201	COA CI & CII COMMODITIES		33.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-07-302	COA CI & CII COMMODITIES		.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS		318418	91338 AP	02/23/2021	1-145-5-07-321	COA CI & CII COMMODITIES		2.94	
									*** VENDOR	648 TOTAL	2,446.89
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S		318461	91381 AP	02/25/2021	1-145-5-00-201	CO ON AGING CPOIES, JANITORIAL		210.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S		318461	91381 AP	02/25/2021	1-145-5-00-255	CO ON AGING CPOIES, JANITORIAL		364.16	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S		318461	91381 AP	02/25/2021	1-145-5-00-301	COUNCIL ON AGING:OFFICE USPPLI		111.53	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S		318461	91381 AP	02/25/2021	1-145-5-00-301	COUNCIL ON AGING:OFFICE USPPLI		26.16	
									*** VENDOR	4755 TOTAL	711.85
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO		318505	91416 AP	02/26/2021	1-145-5-00-302	JAN POSTAGE CO ON AGING		10.95	
2	WATER DEPT	WATER DEPT		318421	91341 AP	02/23/2021	1-145-5-00-246	WATER/SEWER COUNCIL ON AGING		124.71	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 145	3,294.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-146-5-00-301	TREASURER-OFFICE SUPPLIES	255.88		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-146-5-00-301	TREASURER-OFFICE SUPPLIES	1,576.48		
								*** VENDOR	648 TOTAL	1,832.36
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-146-5-00-302	JAN POSTAGE CTS (MV)	937.35		
								TOTAL FUND 146	2,769.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-153-5-00-401	FLEETHOSTER FEBRUARY SERVICE	600.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-153-5-00-401	FLEETHOSTER - MONTHLY SERVICE	469.30		
								*** VENDOR	648 TOTAL	1,069.30
								TOTAL FUND 153	1,069.30	
7158	A-1 RENTAL	A-1 RENTAL	318423	91342 AP	02/25/2021	1-160-5-00-263	2-34 MONTHLY TOILET RENTAL QUA	100.00		
4136	BRANDT FAB	BRANDT FABRICATING	318503	91413 AP	02/26/2021	1-160-5-00-213	FABRICATE/INSTALL BUCKET GUARD	1,520.00		
4136	BRANDT FAB	BRANDT FABRICATING	318503	91413 AP	02/26/2021	1-160-5-00-213	FABRICATE/INSTALL BUCKET GUARD	1,520.00		
4136	BRANDT FAB	BRANDT FABRICATING	318503	91413 AP	02/26/2021	1-160-5-00-213	FABRICATE/INSTALL BUCKET GUARD	1,520.00		
								*** VENDOR	4136 TOTAL	4,560.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-202	TRANSFER STA:TNG,DUES,HHW,OF	395.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-203	TRANSFER STA:TNG,DUES,HHW,OF	250.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-160-5-00-204	JAN LANDFILL (LESS DEC 31 OVER	55,705.25		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-160-5-00-204	JAN LANDFILL (LESS DEC 31 OVER	1,095.91-		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-208	TRANSFER STA:TNG,DUES,HHW,OF	229.64		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-213	TRANSFER STATION:PPE, MAINT	120.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-213	TRANSFER STATION:PPE, MAINT	154.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-213	TRANSFER STATION:PPE, MAINT	94.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-263	TRANSFER STA:TNG,DUES,HHW,OF	25.35		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-301	TRANSFER STA:TNG,DUES,HHW,OF	56.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-301	TRANSFER STA:TNG,DUES,HHW,OF	15.59		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-301	TRANSFER STA:TNG,DUES,HHW,OF	352.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-301	TRANSFER STA:TNG,DUES,HHW,OF	5.29		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-301	TRANSFER STA:TNG,DUES,HHW,OF	460.15		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-160-5-00-305	TRANSFER STATION:PPE, MAINT	101.16		
								*** VENDOR	648 TOTAL	56,870.64
461	LEAV CO CO	LEAV CO COOP	318383	91320 AP	02/22/2021	1-160-5-00-304	TRANSFER STATION FUEL, PROPANE	1,187.78		
461	LEAV CO CO	LEAV CO COOP	318383	91320 AP	02/22/2021	1-160-5-00-304	TRANSFER STATION FUEL, PROPANE	417.50		
								*** VENDOR	461 TOTAL	1,605.28
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-160-5-00-213	TRANSFER STATION FUEL,MAINTENA	76.00		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	318393	91330 AP	02/22/2021	1-160-5-00-304	TRANSFER STATION FUEL,MAINTENA	205.07		
								*** VENDOR	458 TOTAL	281.07
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	318505	91416 AP	02/26/2021	1-160-5-00-201	JAN POSTAGE TRANSFER STATION	28.00		
								TOTAL FUND 160	63,444.99	
384	BARTLETT	BARTLETT & WEST	318506	1546 AP	02/26/2021	1-171-5-04-302	2-7 PROJ 020429.000 PREM ASPH	9,449.75		
								TOTAL FUND 171	9,449.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-174-5-00-210	FREESTATE:EISENHOWER TWR,725 L	509.87		
6636	KANSAS GAS	KANSAS GAS SERVICE	318456	91376 AP	02/25/2021	1-174-5-00-210	510614745 2007004-82 GAS SVC	57.74		
1991	MARC	MID-AMERICA REGIONAL COUNCIL	318464	91384 AP	02/25/2021	1-174-5-00-210	JANUARY MARC 911 EQUIPMENT	25,905.39		
								TOTAL FUND 174	26,473.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318504	91415 AP	02/26/2021	1-195-5-00-208	MIDWEST MOBILE RADIO	30.00		

START DATE: 02/20/2021 END DATE: 02/28/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#								
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-195-5-00-290	JDC DIRECTV		178.93		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-195-5-00-302	JDC BUILDING EXP		64.91		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-195-5-00-390	JDC - HEALTH/COMFORT		70.90		
							*** VENDOR	648 TOTAL			344.74
							TOTAL FUND 195				344.74

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-197-5-00-201	DIST CT INK FEE - LUMINEX 1 WR		3,295.00		
							TOTAL FUND 197				3,295.00

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-198-5-16-200	EMS CAPR PARTS BIO MEDICAL DEV		835.78		
							TOTAL FUND 198				835.78

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-212-5-00-2	SEWER DIST 2:SUPPLIES		19.97		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-212-5-00-2	SEWER DIST 2:SUPPLIES		10.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-212-5-00-3	SEWER DIST 2:SUPPLIES		46.60		
							*** VENDOR	648 TOTAL			76.83
17551	DIGGER JIM	DIGGER JIM'S	318436	91355 AP	02/25/2021	1-212-5-00-2	CYPRESS LIFT STATION - PULL PU		200.00		
							TOTAL FUND 212				276.83

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	318418	91338 AP	02/23/2021	1-215-5-03-204	KDHE CH SECURITY XRAY INITIAL		300.00		
							TOTAL FUND 215				300.00

8466	KDHE PERMITS	KANSAS DEPT OF HEALTH & ENVIRO	318458	91378 AP	02/25/2021	1-218-5-00-2	ANNUAL WASTEWATER PERMIT		185.00		
							TOTAL FUND 218				185.00

2570	BOND ESCROW REFUND	DOUG ASMITH	318427	91346 AP	02/25/2021	1-503-5-00-2	REFUND OF ENTRANCE PERMIT 235		100.00		
2570	BOND ESCROW REFUND	USTIN WENSEL	318428	91347 AP	02/25/2021	1-503-5-00-2	REF ENTRANCE PERMIT 214TH ST		100.00		
							*** VENDOR	2570 TOTAL			200.00
							TOTAL FUND 503				200.00

1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	318435	91354 AP	02/25/2021	1-510-2-00-942	FEBRUARY DENTAL PREMIUMS - 100		17,588.76		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	318435	91354 AP	02/25/2021	1-510-2-00-942	FEBRUARY DENTAL PREMIUMS - 100		273.77		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	318435	91354 AP	02/25/2021	1-510-2-00-942	FEBRUARY DENTAL PREMIUMS - 100		1,655.15		
							*** VENDOR	1504 TOTAL			19,517.68
268	LIFELOCK	NORTONLIFELOCK INC	318463	91383 AP	02/25/2021	1-510-2-00-941	ACCT 1247233 FEBRUARY PREMIUMS		1,495.65		
8500	METLIFE	METLIFE (VISION PLAN)	318465	91385 AP	02/25/2021	1-510-2-00-944	5919453 FEBRUARY VISION PREMIU		3,926.66		
1485	RELIANCE STANDARD	RELIANCE STANDARD	318474	91394 AP	02/25/2021	1-510-2-00-962	FEB GROUP LIFE & VOL GRP LIFE		1,592.06		
1485	RELIANCE STANDARD	RELIANCE STANDARD	318474	91394 AP	02/25/2021	1-510-2-00-962	FEB GROUP LIFE & VOL GRP LIFE		2,662.35		
1485	RELIANCE STANDARD	RELIANCE STANDARD	318474	91394 AP	02/25/2021	1-510-2-00-962	FEB GROUP LIFE & VOL GRP LIFE		128.78-		
1485	RELIANCE STANDARD	RELIANCE STANDARD	318474	91394 AP	02/25/2021	1-510-2-00-962	FEB GROUP LIFE & VOL GRP LIFE		219.28-		
							*** VENDOR	1485 TOTAL			3,906.35
							TOTAL FUND 510				28,846.34

							TOTAL ALL CHECKS				537,267.86

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	150,370.86
108	COUNTY HEALTH	3,058.91
115	EQUIPMENT RESERVE	1,110.45
117	CO CLERK TECHNOLOGY	466.20
118	TREASURER TECH FUND	91.98
126	COMM CORR ADULT	1,848.51
127	COMM CORR ADULT NON GRANT	173.02
133	ROAD & BRIDGE	118,155.30
136	COMM CORR JUVENILE	1,452.49
137	LOCAL SERVICE ROAD & BRIDGE	68,453.98
140	E D A C ECONOMIC DEVELOPMENT	51,125.00
144	PALS (PETS AND LOVING SENIORS	176.32
145	COUNCIL ON AGING	3,294.40
146	COUNTY TREASURER SPECIAL	2,769.71
153	PUBLIC WORKS,EQUIP.RESERVE FUND	1,069.30
160	SOLID WASTE MANAGEMENT	63,444.99
171	S TAX CAP RD PROJ: 2015 SERIES	9,449.75
174	911	26,473.00
195	JUVENILE DETENTION	344.74
197	INK FEE FUND	3,295.00
198	SPECIAL GRANTS	835.78
212	SEWER DISTRICT 2: TIMBERLAKES	276.83
215	CAPITAL IMPROVEMENTS	300.00
218	SEWER DIST #5	185.00
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	28,846.34
	TOTAL ALL FUNDS	537,267.86

Consent Agenda 3-3-2021
Checks Dated 2/20/2021 - 2/28/2021

**Leavenworth County
Request for Board Action
Resolution 2021-6
Rezoning Request from RR-5 to RR-2.5**

Date: March 3, 2021
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: Approve Resolution 2021-6, a request to rezone a tract of land located in the Northeast Quarter of Section 4, Township 10 South, Range 22 East, also known as 16421 McIntyre Road, Leavenworth, Kansas from RR-5 to RR-2.5, which is a change from five acre lots to 2.5 acre lots.

Analysis: The applicants in this case are seeking to perform a tract split to separate their home from their 40 acres of agricultural land, subject to the approval or denial of this rezoning request. They own approximately 42.8 acres, meaning a tract split under the current zoning would capture a section of their agricultural land.

This parcel is within the Residential land use category of the Future Land Use map, which allows for up to 3 units per acre. Though their proposal is for a less-intense RR-2.5 zoning, staff is supportive of the request due to the absence of sanitary sewer connection in the area (which would be required for 3 unit/acre development).

Protest Petition: A protest petition was received. However, the petition was invalid because less than 20% of the surrounding property owners appropriately filed the petition.

Planning Commission Recommendation: The Planning Commission voted 7-2 to recommend approval of Case No. DEV-20-149 (Resolution 2021-6) Rezoning for RR-5 to R-2.5.

Alternatives:

1. Approve Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

**Case No. DEV-20-149
Rezoning from RR-5 to RR-2.5**

Staff Report – Board of County Commissioners

March 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** David & Elizabeth McCall
16421 McIntyre Road
Leavenworth, KS 66048

Legal Description: A tract of land in the Northeast Quarter of Section 4, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas.

Parcel Size: ± 42.8 acres

Zoning/Land Use: RR-5, Rural Residential 5-acre minimum size parcels

Comprehensive Plan: This parcel is within the Residential (3 Units/Acre) land use category.

Parcel ID No.: 152-04-0-00-00-001.02

Planner: Jared Clements

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted 7-2 to recommend approval of Case No.DEV-20-149, Rezoning from RR-5 to RR-2.5.

Request

The applicant is requesting to rezone a parcel of land from RR-5 to RR-2.5.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

Flood Plain

There are 5.5 acres of Special Flood Hazard Areas on this parcel, specifically on the southern half of this parcel, per FEMA Firm Map 201030250G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Fire District #1
Water: RWD #8
Electric: Freestate Electric

Access/Streets

The property is accessed by McIntyre Road. This road is a County Road with a gravel surface ± 22' wide.

Agency Comments

See attached comments – Email – Mitch Pleak – Public Works, January 4, 2021
See attached comments – Email – David Van Parys – County Counselor, January 4, 2021
See attached comments – Email – Amanda Tarwater – Freestate Electric utility, December 31, 2020
See attached comments – Email – Becky Fousek – Rural Water District 8, January 2, 2021

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Rezoning request:

1. Character of the neighborhood: The character of the neighborhood is rural; agricultural uses and rural residences.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural use. The property is ½ mile from current RR-2.5 zoning surrounding the City of Lansing.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area which is appropriate for rural residence and agricultural uses.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area will not likely be detrimentally affected. The area is suited for rural residential uses which includes single family homes on 2.5 acres of land.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed rezoning will allow the property owners to divide their property more favorably, ensuring 40+ acres remain as agricultural land and placing their home on a separate parcel.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential, which would allow for up to 3 units per acre. The applicants are seeking to split their home from agricultural land, and so the zoning they are requesting has less potential for developmental intensity than if they were to match the Future Land Use map.
8. Staff recommendation is for the approval of the rezoning request.

Staff Comments

The applicants in this case are seeking to perform a tract split to separate their home from their 40 acres of agricultural land, subject to the approval or denial of this rezoning request. They own approximately 42.8 acres, meaning a tract split under the current zoning would capture a section of their agricultural land.

This parcel is within the Residential land use category of the Future Land Use map, which allows for up to 3 units per acre. Though their proposal is for a less-intense RR-2.5 zoning, staff is supportive of the request due to the absence of sanitary sewer connection in the area (which would be required for 3 unit/acre development).

ACTION OPTIONS:

1. Approve Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-6, Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
Location/Aerial Maps
Memorandums

20-20-149

152-04

1.02

REZONING APPLICATION

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

Office Use Only	
PID: _____	Date Received: <u>12/23/20</u>
Township _____	
Planning Commission Date: _____	
Case No. _____	Date Paid <u>12/23/20</u>
Zoning District _____	
Comprehensive Plan land use designation _____	

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Joe Herring</u>	NAME <u>David & Beth McCall</u>
ADDRESS <u>315 North 5th Street</u>	ADDRESS <u>16421 McIntyre Road</u>
CITY/ST/ZIP <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP <u>Leavenworth, KS 66048</u>
PHONE <u>913-651-3858</u>	PHONE <u>N/A</u>
EMAIL <u>herringsurveying@outlook.com</u>	EMAIL <u>N/A</u>
CONTACT PERSON <u>Joe Herring</u>	CONTACT PERSON <u>Joe Herring</u>

PROPOSED USE INFORMATION
Proposed Land Use <u>Rural Residential and AG</u>
Reason for Requesting Rezoning <u>Allow the division of the homestead on a tract less than 3 acres and keeping the remaining farm ground at 40 acres or more - will match new comp plan</u>

PROPERTY INFORMATION
Address of Property <u>16421 McIntyre Road</u>
Parcel Size <u>43</u>
Current use of the property <u>Rural Residential and AG</u>
Present Improvements or structures <u>House and Barn</u>

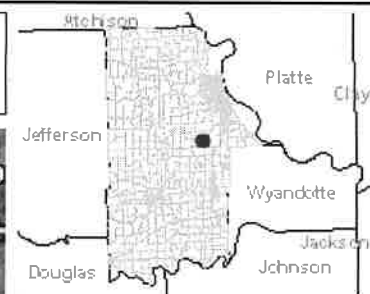
I, the undersigned am the (*owner*), (*duly authorized agent*), (*Circle One*) of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for rezoning as indicated above.

Signature Joseph A. Herring Date 12/23/2020

Digitally signed by: Joseph A. Herring
DN: CN = Joseph A. Herring C = AD
Date: 2020.12.23 09:51:49 -0500

ATTACHMENT A

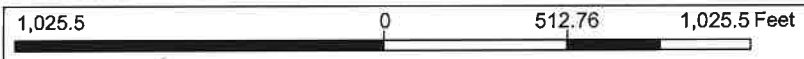
Leavenworth County, KS



Legend

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

1 in. = 513ft.



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

From: [Van Parys, David](#)
Sent: Monday, January 4, 2021 8:12 AM
To: [Clements, Jared](#)
Subject: RE: DEV-20-149 McCall Rezone

Jared, No apparent legal concerns.

From: Clements, Jared
Sent: Thursday, December 31, 2020 1:54 PM
To: Magaha, Chuck ; Van Parys, David ; Thorne, Eric ; Miller, Jamie ; Anderson, Lauren ; 'mpleak@olsson.com' ; Anderson, Kyle ; 'Rural Water' ; Amanda.holloway@freestate.coop; firedistrict1@fd1lv.org
Subject: DEV-20-149 McCall Rezone

The Department of Planning and Zoning has received a rezoning application for a property on McIntyre Road. The property is currently zone RR-5 and the proposed zoning is RR-2.5

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by January 7, 2021.

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

Thank you,

Jared Clements
Planner II
Leavenworth County Planning and Zoning
300 Walnut St. Ste. 212
Leavenworth, KS 66048
(913)684-0465

From: [Amanda Tarwater](#)
Sent: Thursday, December 31, 2020 2:01 PM
To: [Clements, Jared](#)
Subject: Re: DEV-20-149 McCall Rezone

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Account Coordinator



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

From: "Clements, Jared"
Date: Thursday, December 31, 2020 at 1:54 PM
To: "Magaha, Chuck" , "Van Parys, David" , "Thorne, Eric" , "Miller, Jamie" , "Anderson, Lauren" , "mpleak@olsson.com" , "Anderson, Kyle" , 'Rural Water' , Amanda Tarwater , "firedistrict1@fd1lv.org"
Subject: DEV-20-149 McCall Rezone

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="">

The Department of Planning and Zoning has received a rezoning application for a property on McIntyre Road. The property is currently zone RR-5 and the proposed zoning is RR-2.5

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by January 7, 2021.

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

Thank you,

Jared Clements
Planner II
Leavenworth County Planning and Zoning
300 Walnut St. Ste. 212
Leavenworth, KS 66048

From: [Mitch Pleak](#)
Sent: Monday, January 4, 2021 4:16 PM
To: [Clements, Jared](#)
Cc: [Anderson, Lauren](#); [Noll, Bill](#); [019-2831](#)
Subject: RE: DEV-20-149 McCall Rezone

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

Jared,
Lauren and I have reviewed the application. It is assumed the Planning and Zoning will verify the tract size is coordination with the comprehensive plan as stated in the application. PW has no comments towards the application.

Sincerely,

Mitch Pleak, PE

Project Engineer / Civil

D 913.748.2503

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



Follow Us: [Facebook](#) / [Twitter](#) / [Instagram](#) / [LinkedIn](#) / [YouTube](#)

[View Legal Disclaimer](#)

From: Clements, Jared
Sent: Thursday, December 31, 2020 1:54 PM
To: Magaha, Chuck ; Van Parys, David ; Thorne, Eric ; Miller, Jamie ; Anderson, Lauren ; Mitch Pleak ; Anderson, Kyle ; 'Rural Water' ; Amanda.holloway@freestate.coop; firedistrict1@fd1lv.org
Subject: DEV-20-149 McCall Rezone

The Department of Planning and Zoning has received a rezoning application for a property on McIntyre Road. The property is currently zone RR-5 and the proposed zoning is RR-2.5

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by January 7, 2021.

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

Thank you,

Jared Clements
Planner II

From: [Rural Water](#)
Sent: Saturday, January 2, 2021 11:54 AM
To: [Clements, Jared](#)
Subject: RWD#8 RE: Dev-20-149 McCall

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.

Mr. Clements:

RWD#8 provides water service to 16421 McIntyre Road with a 2" water line. The account is in good standing with the RWD#8.

--

Becky Fousek

Office Manager

Rural Water District #8-LV CO

From: [Pete Barrett](#)
Sent: Tuesday, February 2, 2021 9:19 PM
To: jclemnents@leavenworthcounty.gov; PZ;
jculbertson@leavenworthcounty.gov; vkazz@leavenworthcounty.gov;
Smith, Doug; Smith, Michael; Stieben, Mike
Cc: [Pete Barrett](#)
Subject: Opposition to rezone of parcel from R5 to R2.5

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.

Dear Leavenworth County Commissioners -

Very respectfully, I opposed my neighbors desire to rezone their property (16421 McIntyre Road - 66048) from R5 to R2.5. I only found out last weekend of the hearing scheduled for 2-10-21 and was shocked. The petition era themselves on many occasions have told me directly that they do not want to encourage growth on their land by breaking it into smaller pieces. This movement by the petitioners is not for growth, it is simply for greed.

I am adamantly opposed to their proposal, application DEV-20-149. I would like to provide a couple reasons it would be a bad idea to approve this proposal.

First, I contend that approving this would set a dangerous precedent for the county. If this is approved, what would keep the other established land owners from having a residential neighbors and all the "trouble" associated with uncontrolled growth built right next to their cow paster, corn field, or been field? As shown by Windam Hills and Rock Creek and other places in the county where Urban meets rural, there is a significant clash of life styles. Not only are the crops at risk from the new neighbors ignorance, we also see that residents just help themselves to Trespassing and inadvertently littering on crop/pasture land. On two occasions, the farmer attended the HOA board meeting at Windam Hills to discuss how throwing yard waste and clippings over the fence for the cows to eat was NOT giving them a treat. In fact, this was dangerous to his cows because of the high concentration of fertilizers, insecticides, and weed control poisons in the clippings. This activity continued after the plead as a high turn over rate of reality is the norm in this area. In addition, his pastures and corn field became places for the residents to hit their golf balls for fun. A residential free driving range without consequence. Who would pay for a cow that eats one and dies? No neighbors are good neighbors as fences fail. If approved, would it be reasonable to determine that annexation by the City of Lansing would not be far behind? In addition, these fields are always subject of trespassing at night for nefarious activities.

Secondly, what environmental impact are the petitioners prepared to address prior to their petition? More residents means more waste and more unwanted waste will end up on other property. As it is, littering is a rampant activity as you look in our drainage ditches. I suspect that there will not be ANY enforcement of littering laws on our new road, so I expect the new road and approval of the petitioners proposal to have a negative impact as well.

Third, prior to us moving to this location in 2010, **the proposers brother (Curtis McCall)** tried to get his land (52 total acres) re-zoned so he could break it up. He was denied due to lack of road frontage/irregular tract. However, I know that a specific local Real Estate agent was pushing him to file so he could get MORE \$. Now I have invested heavily into this 52 acres and will lose all my efforts building a cattle farm from scratch if approved. Ironically, the petitioners for the rezone asked my wife and I if we planned to break up this land when we purchased. We said no and they were relieved. I will be direct, I submit that the petitioners are doing this for their own benefit and have a double standard. They and WILL do anything they can for one reason... MONEY. I am a civil man and realize that I myself am not everyones cup of tea. So, I just want to be a good neighbor and leave them alone so they can leave me alone. However, allowing them to parcel their land out will prove to be just the beginning of their greedy movement. We had to buy our land in accordance with the county rules and regulations, they should be under the same obligation (if not more) as they have already allowed a family into their residence in anticipation of approval of their petition. My neighbors are sneaky and I do not trust them as they only care about themselves. Their family record proves it.

Third, the services (to include water and electricity) and protection for Fire and Police are not in place at this time. My wife and I had to wait for emergency services on McIntyre road of about 25 minutes when we were coming home from the LV County Fair. On evening. As we pulled our cows towards our home, we noticed a car stopped in the middle of the road. The occupants had **passed out with the car in drive** and the **radio blaring**. After dialing 911, thinking they were dead, I woke them trying to check for their pulse, they were not happy. The ambulance arrived before the Police. It was just me and my wife trying to do the right thing. Anything could have happened while we waited. It was 3 on two and drugs were involved.

Fourth, even though the road is now paved, it is more dangerous than ever to be on. Due to drivers speed and the narrowness of the road, I do not walk or ride my bike on the newly paved surface. I actually take extra precautions checking the mail. As it is now, someone is going to get **killed on this road**. The one sure way to mitigate this potential is to keep the traffic down. Allow more families on this road with congest it further and exponentially increase the potential for serious crashes. The first mistake was to pave it and not widen it. The road was half ass done if the commission is wanting to rezone these tracts. Are the approvers of the road going to take responsibility for knowingly paving a road improperly to expedite expansion?

In conclusion - granting this rezone petition will enable the proposers, the proposers family and others to my due east to parcel out the land without taking responsibility for rapid expansion and lack of planning. Granting this proposal will cause a chain reaction through out the county. It will also create unnecessary conflict amongst county citizen. The infrastructure is NOT in place at this time to start actively encouraging growth by rezoning. We are in a pandemic that has redefined our country and our county. Many have been laid off. Many are sent home from work and have to work remote. Some effects of the new normal are accentuated due to the fact that intern services

are not in place in the county, We don't even have reliable internet service for our children to ZOOM into class. Everything out here has been kept simple and quiet because of the actual petitioners desire NOT to have neighbors. `

Rezoning make no sense and is fueled by the petitioners greed. Please do not approve this proposal.

My email and phone number is below if you need clarification or would like to discuss my families position further. I would also like to be present during the hearing. Please let me the new COVID protocol for attendance.

Pete Barrett

Stay Motivated

913-240-2007

petebarrett55@gmail.com

**LEAVENWORTH COUNTY PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
February 10, 2021**

The full recorded meeting can be found on the County's YouTube channel.

Meeting called to order at 6:00 pm

Pledge of Allegiance

Members present: Steve Rosenthal, Mark Denney, A.W. Himpel, Jeff Spink, Wolf Schmidt, John Matthews, Terry Bartkoski, Alex DeMoro, and Tom Dials

Members absent: none

Staff present: Krystal Voth-Director, Stephanie Sloop-Planning Coordinator, Jared Clements-Planner, David Van Parys-Senior County Counselor

Approval of Minutes:

Commissioner Schmidt made a motion to approve the minutes from the previous Planning Commission. Commissioner Dials seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

Secretary's Report:

Krystal Voth gave the secretary's report, letting the commission know that there were several cases on the consent agenda, approval of the agenda would approve those cases.

A motion was made by Commissioner Himpel to approve the agenda. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

Declarations: No further declarations

Case DEV-20-147(CoolHeat KC)

Consideration of an application for a Special Use Permit for CoolHeat KC, a HVAC repair service located on a tract of land in the Southeast ¼ of Section 27, Township 11, Range 22 East of the 6th P.M., in Leavenworth County, Kansas.

Request submitted by Richard Rogers

Also known as 15890 Linwood Road

Krystal Voth presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the case and asked if the applicant wished to speak. Mr. Rodgers came forward to answer questions and stated that he agreed with the staff's conditions. Chairman Rosenthal asked for people wanting to speak in favor of this request or opposition of this request to come forward. Jeff Storm came forward to speak in opposition to the request. Chairman Rosenthal closed the public hearing.

A discussion was had among the commission about the requested building and the parcel's condition regarding the storage of material outside.

Commissioner Himpel made a motion to approve DEV-20-147 for CoolHeat KC. Modifying staff condition 2, changing it to read to the applicant shall have completed the structure by September 1, 2021. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-20-159 (Bed and Breakfast)

Consideration of an application for a Special Use Permit for a Bed & Breakfast located on a tract of land in the Southeast ¼ of Section 18, Township 9 South, Range 22 East of the 6th P.M. in Leavenworth County Kansas.

Request submitted by Douglas and Kendra DeLashmutt

Jared Clements presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the hearing and asked if the applicant wished to speak. The applicants came forward and agreed with staff conditions. They also explained the nature of their use. Chairman Rosenthal asked for people to come forward to speak in favor or opposition. Chairman Rosenthal closed the public hearing portion of the meeting.

Commissioner Matthews made a motion to approve DEV-20-159 for the Bed and Breakfast. Commissioner Bartkoski seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-21-002 (FreeState Electric Solar Farm)

Consideration of an application for a Special Use Permit for an electrical substation for FreeState Electric Solar Farm on a tract of land located in the Southeast ¼ of Section 26, Township 10 South, Range 2 East of the 6th P.M. Leavenworth County, Kansas.

Request submitted by FreeState Electric Cooperative

Krystal Voth presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the hearing and asked if the applicant wished to speak. Applicant Eric Wylie, FreeState Electric, came forward. Commissioners asked questions about the project, one of which being if the reflection were a safety concern. The applicant explained the use and addressed concerns. The applicant also stated they agreed with the conditions. Chairman Rosenthal asked if there was any other public comment. The public hearing was closed.

Commissioner Denney asked about the requirement of a bond. The applicant explained that part of their agreement is that if this ever ceases to be a solar field, they have no more than one year to put the land back in the original condition. County Counselor said that the agreement is sufficient and explained that the County would have avenues to pursue if ever needed.

Commissioner Bartkoski made a motion to approve DEV-21-002 a SUP for FreeState Electric. Commissioner Matthews seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-20-137 (Rezone – McCall)

Consideration of an application for a rezoning request from the RR-5 district to the RR-2.5 District on a tract of land located in the Northeast Quarter of Section 4, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas.

Request submitted by Herring Surveying

Jared Clements presented the staff report for the above-referenced case. The Commission asked for clarification about the rezoning shape and intent. Mr. Clements explained that the belief is that the intent is to keep as much land as farm ground as possible while selling the home to a family member.

Chairman Rosenthal opened the public hearing portion meeting and asked if the applicant/agent wished to speak. Beth McCall came forward. She explained the layout, and the reason for her request was to keep as much farm ground as possible while selling her nephew the house and 2.5 acres. She said it is their wish to keep the family farm together. Joe Herring, Herring Surveying, came forward to answer some questions about parcel size and lot-to-depth ratio. Chairman Rosenthal asked if there were people present wishing to speak in favor or opposition. Mr. Barrett came forward to speak in opposition. The public hearing was closed.

A discussion was had about the next step in the development process and the conditions and requirements that would come during a platting process that would address some of the concerns brought up during public comment.

Commissioner Himpel made a motion to approve DEV-20-137 a rezoning request. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 7/2

(Commissioner Matthews voted no his reasoning was this wasn't the process that should be used.

Commissioner Dials voted no stating that there should be a simpler process that would satisfy the neighbors)

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Planning Commission adjourned at 7:14 PM.

RESOLUTION 2021-6

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

A tract of land Northeast Quarter of Section 4, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas more commonly known as 16421 McIntyre Road Leavenworth, KS 66048.

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 23rd day of December, 2020, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Rezoning on the 10th day of February, 2021; and

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

WHEREAS, the Board of County Commissioners considered, in session on the 3rd day of March, 2021, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 3rd day of March, 2021, and incorporated herein by reference;

That request for rezoning as described above, also known as 16421 McIntyre Road Leavenworth, KS 66048, Parcel Identification Number 152-04-0-00-00-001.02, is hereby granted.

Adopted this 3th day of March, 2021
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Vicky Kaaz, Member

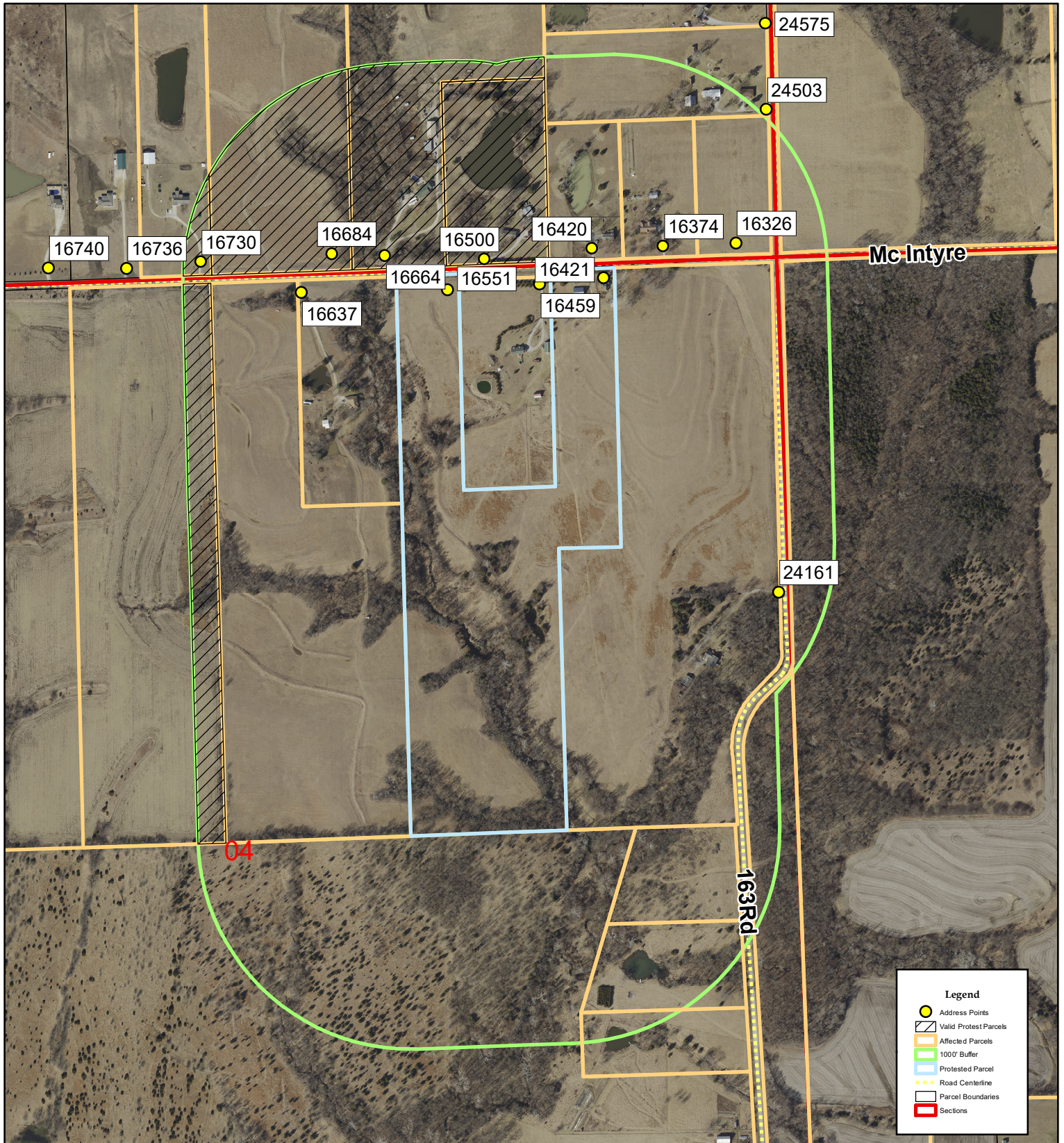
Doug Smith, Member

Mike Stieben, Member

Protest Petition Property Radius Search



Total Acres Within Boundary: 288.04
 20% of Total Acres: 57.60
 Total Affected Acres: 40.95



16421 MC INTYRE RD, Leavenworth, KS 66048
 152-04-0-00-00-001.02-0

2020 Aerial Photo

1 inch = 627 feet



**Leavenworth County
Request for Board Action
Resolution 2021-7 Special Use Permit The Barn B&B**

Date: March 3, 2021
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: Approve Resolution 2021-7, a request for a Special Use Permit for The Barn B&B.

Analysis: The applicants are requesting a Special Use Permit to operate a Bed & Breakfast in an accessory building on their parcel. This Special Use Permit meets the requirements of Article 19 – Table of Uses – Bed and Breakfast. The applicants have finished a portion of the accessory building across from their home, installing two bedrooms, one bathroom, and a living room area. The applicants anticipate an average of four guests at a time between the two bedrooms. They expect guests to generally be couples and small families arriving in 1-2 vehicles. They hope to generate 10 overnight stays per month on average. The applicants have ample parking and well-maintained facilities.

Planning Commission Recommendation: The Planning Commission voted 9-0 to recommend approval of Case No. DEV-20-159 (Resolution 2021-7) for a Special Use Permit for The Barn B&B.

Alternatives:

1. Approve Resolution 2021-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation Resolution 2021-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

Case No. DEV-20-159
The Barn B&B
Special Use Permit – Bed & Breakfast

Staff Report – Board of County Commissioners

March 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Kendra & Doug DeLashmutt
18131 Eisenhower Road
Leavenworth, KS 66048

Legal Description: A tract of land in the Northeast ¼ of Section 19, Township 9 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas

Parcel Size: ± 5 acres

Zoning/Land Use: RR-5, Rural Residential 5-acre minimum size parcels

Comprehensive Plan: This parcel is within the RR-2.5 land use category.

Parcel ID No.: 104-18-0-00-00-023.01

Planner: Jared Clements

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-20-159, Special Use Permit for The Barn Bed & Breakfast, with the following conditions:

1. The SUP shall be limited to a period of five (5) years.
2. Outdoor activities connected to the SUP shall be limited to the hours of 6am to 12am, Monday through Sunday.
3. The applicant shall pay a Traffic Impact Fee (TIF) of \$58.93.
4. The SUP shall be limited to no employees other than family members.
5. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. The applicant shall post a sign with emergency contact numbers in the event of severe weather, fire or medical emergency events.
7. No on-street parking shall be allowed.
8. This SUP shall be limited to the Narrative dated December 15, 2020 submitted with this application.
9. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP 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.

REPORT:**Request**

The applicant is requesting a Special Use Permit for a Bed and Breakfast.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

Flood Plain

There are Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0125 & 0150G July 16, 2015.

Utilities/Services

Sewer: Private septic system

Fire: Fire District #1

Water: RWD #8

Electric: Freestate Electric

Access/Streets

The property is accessed by Eisenhower Road, a County Arterial with a paved surface ± 22' wide.

Agency Comments

See attached comments – Email – Mitch Pleak – Public Works, January 4, 2021

See attached comments – Email – Becky Fousek – Rural Water District 8, January 2, 2021

See attached comments – Email – Amanda Tarwater – Freestate Electric utility, December 31, 2020

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Special Use Permit request:

1. Character of the neighborhood: The character of the neighborhood is rural; primarily rural residences, and agricultural uses.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area suited for rural residences and agricultural use. The use is allowed with approval of a Special Use Permit.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area will not likely be detrimentally affected. The impacts of a two-bedroom Bed & Breakfast are expected to be minimal.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed use will produce income for the applicant.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as RR-2.5 zoning.
8. Staff recommendation is for the approval of Special Use Permit with conditions.

Staff Comments

Applicants are requesting a Special Use Permit to operate a Bed & Breakfast in an accessory building on their parcel. This Special Use Permit meets the requirements of Article 19 – Table of Uses – Bed and Breakfast. The applicants have finished a portion of the accessory building across from their home, installing two bedrooms, one bathroom, and a living room area. The applicants anticipate an average of four guests at a time between the two bedrooms. They expect guests to generally be couples and small families arriving in 1-2 vehicles. They hope to generate 10 overnight stays per month on average. The applicants have ample parking and well-maintained facilities. Given the minimal anticipated impacts, staff recommends approval of this Special Use Permit.

LOCATION	
Adjacent Residences	Adjacent residences are rural-suburban uses. Most surrounding properties to the north and south are on five (5) acre parcels, or larger.
Adjacent Zoning/Uses	Zoning in the area is RR-5 and are used primarily as rural residences and agricultural uses.
Density	The area is not densely populated.
Nearby City Limits	The city of Lansing is approximately two miles to the east of the property.
Growth Management Area	The property is not located within an Urban Growth Management Area.

IMPACT	
Noise Pollution	This use will not cause prolonged noise pollution. Given the size of the Bed & Breakfast, there will not be large numbers of guests on the property. Further, outdoor use would be monitored by the applicants, whose home is immediately adjacent to where guests will stay.
Traffic	The use will create minimal traffic. The character of the use implicitly will create guests coming to the property. The applicants anticipate their guests will mostly be couples and families arriving in 1-2 vehicles on average.
Lighting	The applicant does not have lighting other than security lighting and is not requesting lighting.
Outdoor Storage	The use does not create any outdoor storage uses.
Parking	The applicant has ample parking space for guests.
Visitors/Employees	The applicant anticipates 1-2 vehicles per booking, and up to 10 bookings per month.
Waste	This business is not expected to generate large amounts of waste.

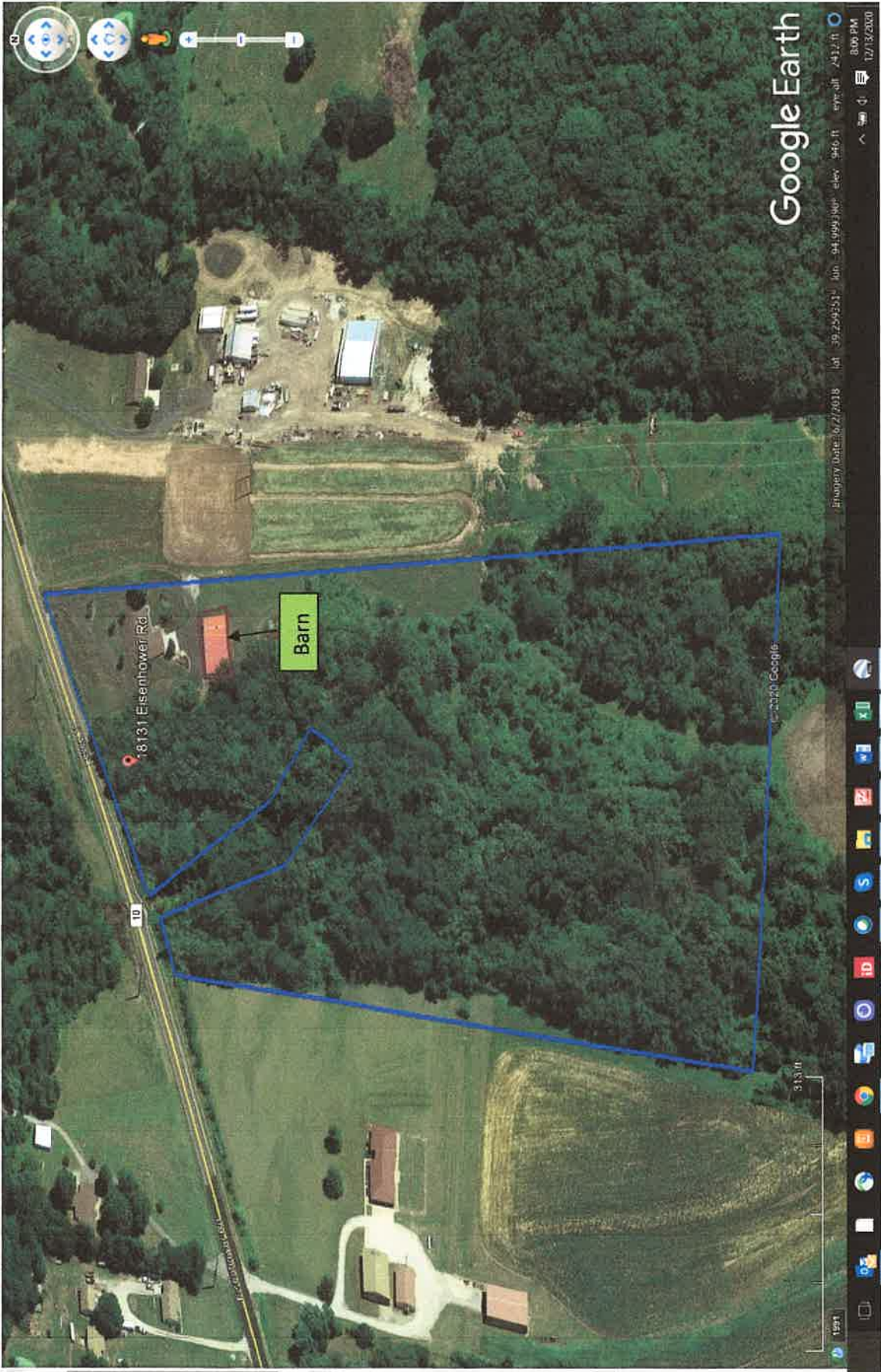
SITE COMPATABILITY	
Size of Parcel	The parcel is five (5) acres in size.
Zoning of Parcel	The parcel is zoned Rural Residential-5
Buildings (Existing & Proposed)	The applicant has a home on the property and a shop that is connected to the lodging area.
Setbacks	Existing building meet the required setbacks.
Screening	The property requires no additional screening.

ACTION OPTIONS:

1. Approve Resolution 2020-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2020-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation Resolution 2020-7, Special Use Permit for a Bed and Breakfast for The Barn B&B, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
 Location/Aerial Maps
 Memorandums



Google Earth

Map data: 10/27/2018 lat: 39.259351 lon: -94.999390 elev: 946 ft 8:09 PM 12/13/2020

Barn

18131 Eisenhower Rd

10

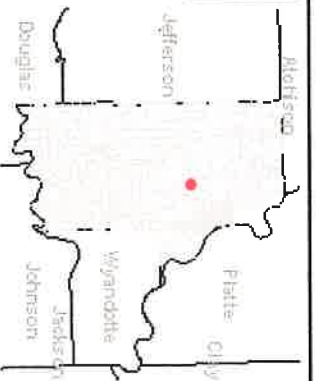
Eisenhower Rd

1991

Leavenworth County, KS



1 in. = 186ft.



Legend

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

Notes

18131 Eisenhower Road

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

372.2

0

186.10

372.2 Feet

Proposed Business Narrative* for

THE BARN

a limited service guesthouse to be located at 18131 Eisenhower Road

Current Use:

Currently there are two structures located at 18131 Eisenhower Road. We (Doug and Kendra DeLashmutt) reside in the primary building. The secondary building is a 40' x 45' structure with an approximate 1,100 sq. ft. of finished space that is currently used to entertain family and friends. The remaining unfinished area is used as a storage and a workshop.

Proposed Use:

Our plan is to make the finished portion of the secondary building available to short-term guests. As a limited-service guesthouse (or airb&b), we think that this rustic space would attract people looking for an affordable way to get away from the chaos of everyday city life. We also plan to offer special discounts for active-duty military.

THE BARN, as we will call it, features two bedrooms, living and dining area, cable/wifi, full bath, kitchen and laundry facilities. Set on our 14-plus acre property, guests can also explore the outdoors by walking trails that run along Little Stranger Creek. We also have games, a unique scavenger hunt and fire pit. Future plans to add an outdoor dining area, deck and outdoor games (such as disc golf) are forecast to be in place by 2023.

Hours of Operation:

Retail hours of operation will not apply for our guesthouse business plan. However, guests will be asked to check in at 4 pm and check out at 10 am.

Staffing:

THE BARN will be owner-operated. At this time, we have no plans to hire a staff.

Signage/Outdoor Displays:

No signage and outdoor displays will not be required, because we will rely on word-of-mouth referrals and advertise through online rental websites.

Chemicals:

Not applicable, except for everyday household cleaners/detergents.

Sewage:

The property already has a residential waste stabilization lagoon in place. No additional sewage system will be necessary.

Water:

No additional water lines are required.

Noise/Sound:

THE BARN will cater to families and couples. Because maximum capacity is four (4) persons and guests will not be permitted to have unauthorized visitors onto the property, the noise levels are not expected to be excessive. Additionally, because we reside on the property, guest activity can be easily monitored and there will be no unauthorized usage (such as large parties or underage gatherings).

Lubricants/Odors/Fumes:

Not applicable for our guesthouse business plan.

Accessory Building:

THE BARN is located in an existing, detached structure on our property. There will be no new construction.

Parking/Storage/Maintenance:

This property currently includes ample parking for our guests. There will be a two-car limit per stay. No additional storage or parking structures will be required.

Alcohol Service:

We will not provide, serve or sell alcohol to our patrons.

Dust Control:

Not applicable for our guesthouse business plan.

Emergency Services:

Emergency contact numbers will be displayed prominently. Additionally, there will be a weather radio, fire extinguishers, smoke and carbon-monoxide detectors and first-aid kit. None of the structures have a basement or below-ground shelter.

Lighting:

Not applicable for our guesthouse business plan.

Traffic:

THE BARN operations will not require an outside staff, so any traffic coming on and off the property daily will be no more than normal residential activity. At this time, we do not anticipate receiving deliveries on a regular basis.

Conclusion:

We would truly appreciate the opportunity to share our home and this unique, history-rich community with short-term guests from near and far. It would be our sincere honor to contribute to Leavenworth County by bringing people into the area. We will proudly promote area attractions, historical sights, and our city's unique shopping and dining spots. Thank you for your consideration and help in making **THE BARN** a reality.

**This narrative was created by Doug and Kendra DeLashmutt using the guideline on page 6 of the county's Special Use Permit Application Procedures handout*



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Doug K Delashmutt

ISSUE DATE
12/15/2020

TRANSACTION ID
TB6E-3EPF-48S2

CONFIRMATION NUMBER
C57D-KPCT-24Y6

TAX CLEARANCE VALID THROUGH 03/15/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

From: [Amanda Tarwater](#)
Sent: Thursday, December 31, 2020 3:03 PM
To: [Clements, Jared](#)
Subject: Re: DEV-20-159 SUP DeLashmutt AirBnB

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 has no objection to this application.

Thank you,

Amanda Tarwater
Member Account Coordinator



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

From: "Clements, Jared"
Date: Thursday, December 31, 2020 at 2:47 PM
To: "Magaha, Chuck" , "Van Parys, David" , "Thorne, Eric" , "Miller, Jamie" , "Anderson, Lauren" , "Johnson, Melissa" , "mpleak@olsson.com" , "firedistrict1@fd1lv.org" , Amanda Tarwater , 'Rural Water'
Subject: DEV-20-159 SUP DeLashmutt AirBnB

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="">

The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Bed and Breakfast.

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 January 7, 2021.

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

Thank you,

Jared Clements
Planner II
Leavenworth County Planning and Zoning
300 Walnut St. Ste. 212
Leavenworth, KS 66048

From: [Mitch Pleak](#)
Sent: Monday, January 4, 2021 4:11 PM
To: [Clements, Jared](#)
Cc: [Anderson, Lauren](#); [Noll, Bill](#); [019-2831](#)
Subject: RE: DEV-20-159 SUP DeLashmutt AirBnB

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.

Jared,
Lauren and I have reviewed the application. PW has no comments towards the application.

Sincerely,

Mitch Pleak, PE
Project Engineer / Civil

D 913.748.2503

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



Follow Us: [Facebook](#) / [Twitter](#) / [Instagram](#) / [LinkedIn](#) / [YouTube](#)

[View Legal Disclaimer](#)

From: Clements, Jared
Sent: Thursday, December 31, 2020 2:47 PM
To: Magaha, Chuck ; Van Parys, David ; Thorne, Eric ; Miller, Jamie ; Anderson, Lauren ; Johnson, Melissa ; Mitch Pleak ; firedistrict1@fd1lv.org; Amanda.holloway@freestate.coop; 'Rural Water'
Subject: DEV-20-159 SUP DeLashmutt AirBnB

The Department of Planning and Zoning has received an application for a Special Use Permit regarding a Bed and Breakfast.

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 January 7, 2021.

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

Thank you,

Jared Clements
Planner II
Leavenworth County Planning and Zoning

From: [Rural Water](#)
Sent: Saturday, January 2, 2021 11:57 AM
To: [Clements, Jared](#)
Subject: RWD#8 Re: Dev-20-159 Delashmutt

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.

Mr. Clements:

RWD#8 provides water service to 18131 Eis. Rd. with a 4" water line. The account is in good standing with RWD#8.

--

Becky Fousek

Office Manager

Rural Water District #8-LV CO

**LEAVENWORTH COUNTY PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
February 10, 2021**

The full recorded meeting can be found on the County's YouTube channel.

Meeting called to order at 6:00 pm

Pledge of Allegiance

Members present: Steve Rosenthal, Mark Denney, A.W. Himpel, Jeff Spink, Wolf Schmidt, John Matthews, Terry Bartkoski, Alex DeMoro, and Tom Dials

Members absent: none

Staff present: Krystal Voth-Director, Stephanie Sloop-Planning Coordinator, Jared Clements-Planner, David Van Parys-Senior County Counselor

Approval of Minutes:

Commissioner Schmidt made a motion to approve the minutes from the previous Planning Commission. Commissioner Dials seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

Secretary's Report:

Krystal Voth gave the secretary's report, letting the commission know that there were several cases on the consent agenda, approval of the agenda would approve those cases.

A motion was made by Commissioner Himpel to approve the agenda. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

Declarations: No further declarations

Case DEV-20-147(CoolHeat KC)

Consideration of an application for a Special Use Permit for CoolHeat KC, a HVAC repair service located on a tract of land in the Southeast ¼ of Section 27, Township 11, Range 22 East of the 6th P.M., in Leavenworth County, Kansas.

Request submitted by Richard Rogers

Also known as 15890 Linwood Road

Krystal Voth presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the case and asked if the applicant wished to speak. Mr. Rodgers came forward to answer questions and stated that he agreed with the staff's conditions. Chairman Rosenthal asked for people wanting to speak in favor of this request or opposition of this request to come forward. Jeff Storm came forward to speak in opposition to the request. Chairman Rosenthal closed the public hearing.

A discussion was had among the commission about the requested building and the parcel's condition regarding the storage of material outside.

Commissioner Himpel made a motion to approve DEV-20-147 for CoolHeat KC. Modifying staff condition 2, changing it to read to the applicant shall have completed the structure by September 1, 2021. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-20-159 (Bed and Breakfast)

Consideration of an application for a Special Use Permit for a Bed & Breakfast located on a tract of land in the Southeast ¼ of Section 18, Township 9 South, Range 22 East of the 6th P.M. in Leavenworth County Kansas.

Request submitted by Douglas and Kendra DeLashmutt

Jared Clements presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the hearing and asked if the applicant wished to speak. The applicants came forward and agreed with staff conditions. They also explained the nature of their use. Chairman Rosenthal asked for people to come forward to speak in favor or opposition. Chairman Rosenthal closed the public hearing portion of the meeting.

Commissioner Matthews made a motion to approve DEV-20-159 for the Bed and Breakfast. Commissioner Bartkoski seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-21-002 (FreeState Electric Solar Farm)

Consideration of an application for a Special Use Permit for an electrical substation for FreeState Electric Solar Farm on a tract of land located in the Southeast ¼ of Section 26, Township 10 South, Range 2 East of the 6th P.M. Leavenworth County, Kansas.

Request submitted by FreeState Electric Cooperative

Krystal Voth presented the staff report for the above-referenced case.

Chairman Rosenthal opened the public hearing portion of the hearing and asked if the applicant wished to speak. Applicant Eric Wylie, FreeState Electric, came forward. Commissioners asked questions about the project, one of which being if the reflection were a safety concern. The applicant explained the use and addressed concerns. The applicant also stated they agreed with the conditions. Chairman Rosenthal asked if there was any other public comment. The public hearing was closed.

Commissioner Denney asked about the requirement of a bond. The applicant explained that part of their agreement is that if this ever ceases to be a solar field, they have no more than one year to put the land back in the original condition. County Counselor said that the agreement is sufficient and explained that the County would have avenues to pursue if ever needed.

Commissioner Bartkoski made a motion to approve DEV-21-002 a SUP for FreeState Electric. Commissioner Matthews seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 9/0

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Case DEV-20-137 (Rezone – McCall)

Consideration of an application for a rezoning request from the RR-5 district to the RR-2.5 District on a tract of land located in the Northeast Quarter of Section 4, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas.

Request submitted by Herring Surveying

Jared Clements presented the staff report for the above-referenced case. The Commission asked for clarification about the rezoning shape and intent. Mr. Clements explained that the belief is that the intent is to keep as much land as farm ground as possible while selling the home to a family member.

Chairman Rosenthal opened the public hearing portion meeting and asked if the applicant/agent wished to speak. Beth McCall came forward. She explained the layout, and the reason for her request was to keep as much farm ground as possible while selling her nephew the house and 2.5 acres. She said it is their wish to keep the family farm together. Joe Herring, Herring Surveying, came forward to answer some questions about parcel size and lot-to-depth ratio. Chairman Rosenthal asked if there were people present wishing to speak in favor or opposition. Mr. Barrett came forward to speak in opposition. The public hearing was closed.

A discussion was had about the next step in the development process and the conditions and requirements that would come during a platting process that would address some of the concerns brought up during public comment.

Commissioner Himpel made a motion to approve DEV-20-137 a rezoning request. Commissioner Schmidt seconded the motion.

ROLL CALL VOTE - Motion to approve passed, 7/2

(Commissioner Matthews voted no his reasoning was this wasn't the process that should be used.

Commissioner Dials voted no stating that there should be a simpler process that would satisfy the neighbors)

The Board of County Commissioners will consider this item on **March 3, 2021 at 9:00 A.M** in the Leavenworth County Courthouse.

Planning Commission adjourned at 7:14 PM.

RESOLUTION 2021-7

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for a Bed and Breakfast – The Barn B&B on the following described property:

A tract of land in the Northeast $\frac{1}{4}$ of Section 19, Township 9 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas more commonly known 18131 Eisenhower Road.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 28th day of December, 2020, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 10th day of February, 2021; and

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

WHEREAS, the Board of County Commission considered, in session on the 3rd day of March, 2021, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 3rd day of March, 2020, and incorporated herein by reference;

That Case No. DEV-20-159, Special Use Permit for a Bed and Breakfast – The Barn B&B approved subject to the following conditions:

1. The SUP shall be limited to a period of five (5) years.
2. Outdoor activities connected to the SUB shall be limited to the hours of 6am to 12 am, Monday through Sunday.
3. The applicant shall pay a Traffic Impact Fee (TIF) of \$58.93
4. The SUP shall be limited to no employees other than family members.
5. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
6. The applicant shall post a sign with emergency contact numbers in the event of severe weather, fire or medical emergency events.
7. No on-street parking shall be allowed.
8. This SUP shall be limited to the Narrative dated December 15, 2020 submitted with this application.

9. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP 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.

Located in Section 19, Township 9 South, Range 22, also known as 18131 Eisenhower Road, parcel no. 104-18-0-00-00-023.01 in Leavenworth County, Kansas.

Adopted this 3rd day of March, 2021
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Vicky Kaaz, Member

Doug Smith, Member

Mike Stieben, Member

**Leavenworth County
Request for Board Action
Resolution 2021-8
Special Use Permit HVAC Repair – CoolHeat KC**

Date: March 3, 2021

To: Board of County Commissioners

From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review x Legal Review x

Action Requested: Approve Resolution 2021-8, a Special Use Permit for CoolHeat KC and HVAC repair service.

Analysis: The applicant is currently operating an HVAC repair business out of his home. The primary concern of the business is not with the repair of units, which takes place off site. The applicant is currently storing used and discarded materials at his home. The applicant states that the units are recycled and properly disposed of, however there are currently several units stored outside along the driveway. The applicant has indicated plans to build a shop to house the materials.

The applicant indicates that one employee comes to the home approximately once per week. All services take place off site.

The recommendation of Staff is for a short-term approval of the Special Use Permit with a condition that an outbuilding be constructed to house any materials. In the event the applicant does not have the building constructed, the SUP should not be renewed. Further, the applicant should work closely with KDHE-Small Business/Pollution Prevention division to ensure all necessary protocols are being followed for the storage and recycling of materials.

Planning Commission Recommendation: The Planning Commission voted 9-0 to recommend approval of Case No. DEV-20-147 (Resolution 2021-8) a Special Use Permit for Willcott CoolHeat KC an HVAC repair service.

Alternatives:

1. Approve Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

- X Not Applicable
 Budgeted item with available funds

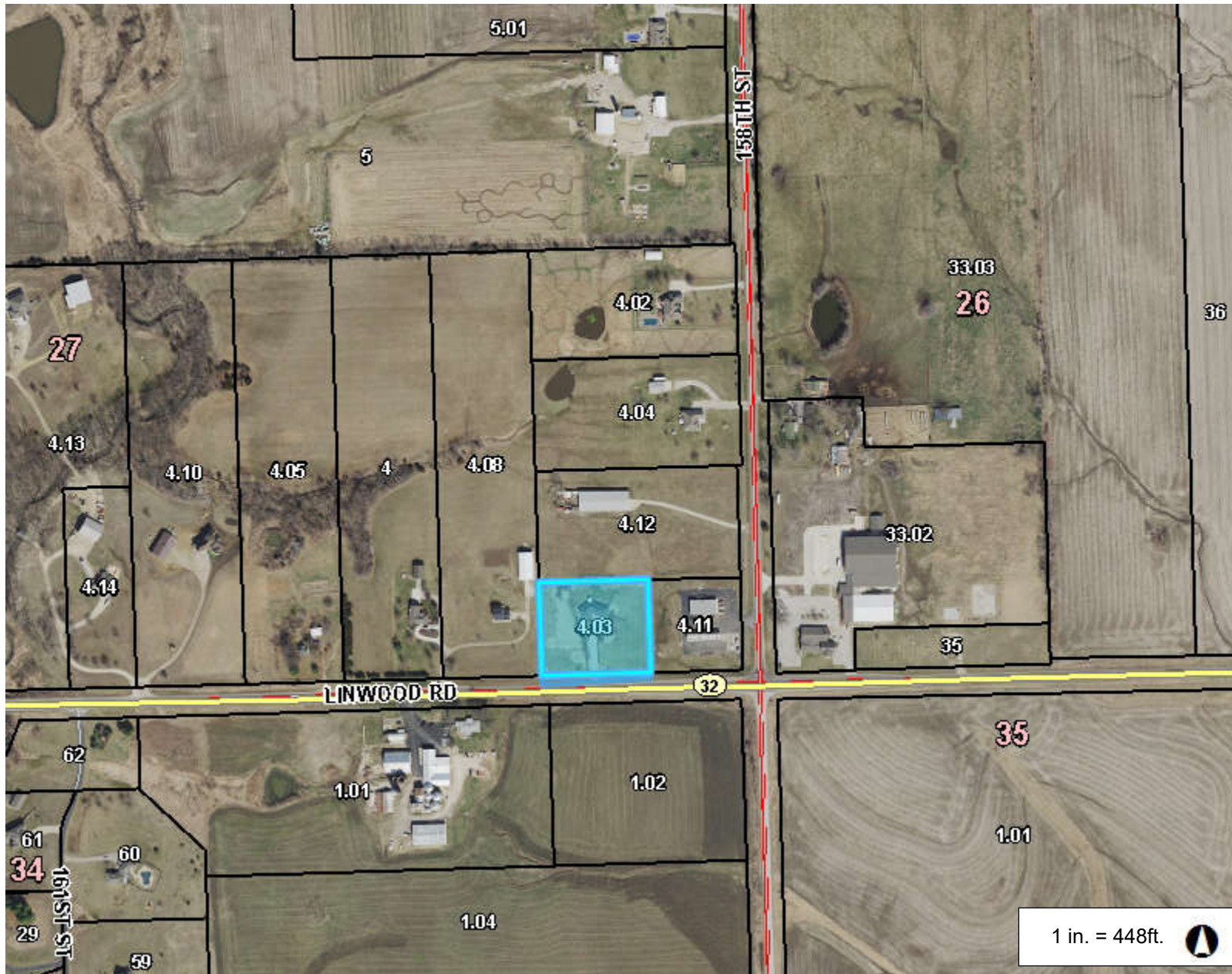
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

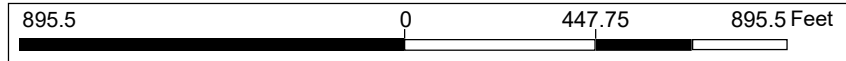
Cool Heat KC SUP



Legend

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

1 in. = 448ft.



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

Resolution 2021-8
Case No. DEV-20-147
CoolHeat KC

Special Use Permit – HVAC Repair Service

Staff Report – Board of County Commissioners

March 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Richard Rogers
15890 Linwood Road
Bonner Springs, KS 66012

Legal Description: A tract of land in the southeast ¼ of Section 27, Township 11 South, Range 22 East of the 6th P.M, in Leavenworth County, Kansas.

Location: 15890 Linwood Road

Parcel Size: ± 2.5 acres

Zoning/Land Use: RR-2.5, Rural Residential 2.5-acre minimum size parcels

Comprehensive Plan: This parcel is within the Rural Residential land use category.

Parcel ID No.: 188-27-0-00-00-004.03-0

Planner: Krystal A. Voth

REPORT:

Planning Commission Recommendation

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-20-147 modifying Condition #2 subject to the following conditions:

1. The SUP shall be limited to a period of one year.
2. The applicant shall cause to have constructed an accessory building for the storage of all business-related equipment. The building shall be completed by September 1, 2021.
3. The applicant shall contact the Kansas Department of Health and Environment – Small Business/Pollution Prevention division to ensure all necessary protocols are being followed to ensure the safe storage of materials.
4. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
5. No on-street parking shall be allowed.
6. This SUP shall be limited to the Narrative dated December 7, 2020 submitted with this application.
7. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP 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.

Request

The applicant is requesting a Special Use Permit for an HVAC Repair service and for the limited storage of used HVAC systems while awaiting recycling.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C350G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Fairmount
Water: RWD 7
Electric: Evergy

Access/Streets

The property is accessed by Linwood Road/K-32, a State-maintained highway.

Agency Comments

No agency comments were provided.

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Special Use Permit request:

1. Character of the neighborhood: The character of the neighborhood is rural; primarily rural residences, and agricultural uses along with a scattering of business uses. The Lake Stop convenience store is located directly east of the subject parcel and Performance Glass is located directly south of the subject parcel.
2. Zoning and uses of nearby property: Much of the surrounding area is zoned as Rural Residential-2.5. The corners of 158th and Linwood are zoned as B-3, and less than ¼ mile to the west of the subject property is a large subdivision which is zoned as a PUD.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area suited for rural residences and agricultural use. The use is allowed with approval of a Special Use Permit.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: Currently, the applicant is storing materials on the property and the materials are not screened or enclosed. Several neighbors have complained about the storage of materials. Outdoor storage of these types of materials are not consistent with the rural residential zoning district. The proposed use does not cause any increase in traffic. The applicant has indicated he has plans to build a shop on the property to house the materials.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed use will provide income for the applicant.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential.
8. Staff recommendation is for the approval of Special Use Permit with conditions.

Staff Analysis

<u>LOCATION</u>	
Adjacent Residences	Adjacent residences are rural in nature and are primarily located on lots that are greater than 2.5 acres.
Adjacent Zoning/Uses	General zoning within the area is Rural Residential-2.5. The corners of 158 th Street and Linwood Road are zoned as B-3, along with two additional parcels. The subdivision of Bear Lake is to the west and is zoned as a PUD. There is a convenience store and a glass manufacturing business located within the direct vicinity of the proposed business.
Density	The area is not densely populated.
Nearby City Limits	The property is not located near an incorporated city limit.
Initial Growth Management Area	The property is not located within an initial growth management area.

IMPACT	
Noise Pollution	The proposed use will not create additional noise.
Traffic	The use will not create a measurable increase in traffic.
Lighting	The applicant does not have lighting other than security lighting and is not requesting lighting.
Outdoor Storage	The applicant currently stores limited HVAC units outside. A condition of the SUP is to build a shop that can house the units.
Parking	The applicant has ample parking space for employees.
Visitors/Employees	One employee comes to the site once a week. There are no customers.
Waste	A by-product of the business is the recycling of used HVAC systems. These systems shall be recycled per KDHE requirements.

SITE COMPATABILITY	
Size of Parcel	The parcel is 2.5 acres in size.
Zoning of Parcel	The parcel is zoned Rural Residential-2.5
Buildings (Existing & Proposed)	There are currently no accessory buildings on the property. The applicant proposed to build a shop.
Setbacks	Existing building meet the required setbacks.
Screening	There is no existing screening.

Site Visit

Staff visited the site in early January. At that time, there were several old units being stored along the driveway. The business, in the current state, does not conform to the rural residential nature of the area.

Complaints

Staff has received complaints regarding this business which is currently operating without a Special Use Permit.

Staff Comments

The applicant is currently operating an HVAC repair business out of his home. The primary concern of the business is not with the repair of units, which takes place off site. The applicant is currently storing used and discarded materials at his home. The applicant states that the units are recycled and properly disposed of, however there are currently several units stored outside along the driveway. The applicant has indicated plans to build a shop to house the materials.

The applicant indicates that one employee comes to the home approximately once per week. All services take place off site.

The recommendation of Staff is for a short-term approval of the Special Use Permit with a condition that an outbuilding be constructed to house any materials. In the event the applicant does not have the building constructed, the SUP should not be renewed. Further, the applicant should work closely with KDHE-Small Business/Pollution Prevention division to ensure all necessary protocols are being followed for the storage and recycling of materials.

STAFF RECOMMENDATION:

Staff recommends approval of DEV-20-147, Special Use Permit for CoolHeat KC subject to conditions:

ACTION OPTIONS:

1. Approve Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation Resolution 2021-8, Special Use Permit for Willcott CoolHeat KC an HVAC repair service, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
Location/Aerial Maps
Memorandums



SPECIAL USE PERMIT APPLICATION

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

Office Use Only
PID: 188-27 004.03 Date Received: 12/7/20
Township Fairmount
Planning Commission Date: Feb 10, 2021
Case No. DEV-20-147 Date Paid 12/7/20
Zoning District RR-2.5
Comprehensive Plan land use designation Residential 2.5 Ac Min.

APPLICANT/AGENT INFORMATION OWNER INFORMATION (If different)
NAME Richard E. Rogers II NAME
ADDRESS 15890 Linwood Road ADDRESS
CITY/ST/ZIP Bonner Springs, KS CITY/ST/ZIP
66012
PHONE 913-333-0493 PHONE
EMAIL RICKROGERS9800@GMAIL.COM EMAIL
CONTACT PERSON RICHARDE.ROGERS# CONTACT PERSON

PROPOSED USE INFORMATION
Existing and Proposed structures N/A
Reason for requesting a Special Use Permit NOT SURE

PROPERTY INFORMATION
Address of property 15890 Linwood Road Bonner Springs, KS Parcel size 2 ACRES
Current use of the property HOME
Does the owner live on the property? YES
Does the applicant own property in states or counties other than Kansas and Leavenworth County? NO

I, the undersigned am the (circle one) owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit as indicated above. I hereby agree to "cease and desist" the operation of the activity upon denial of the permit by the Board of County Commissioners.
Signature [Signature] Date 11/17/2020
ATTACHMENT A

August 27, 2020

Leavenworth County Planning Department
300 Walnut Street, Suite 212
County Courthouse
Leavenworth, KS 66048

To the Planning and Zoning Staff,

My wife and I own a small HVAC company. We do not have any office staff other than my wife and myself. I did not realize I'd need a special use permit to run a business from my home since I have no employees that work from my residence.

We do not have a store. We have one employee that comes to our house once or twice a week for an hour or so.

We do not anticipate any pedestrian traffic.

We do not have set hours of operation, as I am on call 24 hours a day, seven days a week.

We do not have signage on our home and we would not need to have outdoor displays.

We do not need sewage disposal or additional water for our business.

There would be no noise or sound, odor or fumes caused from the HVAC business.

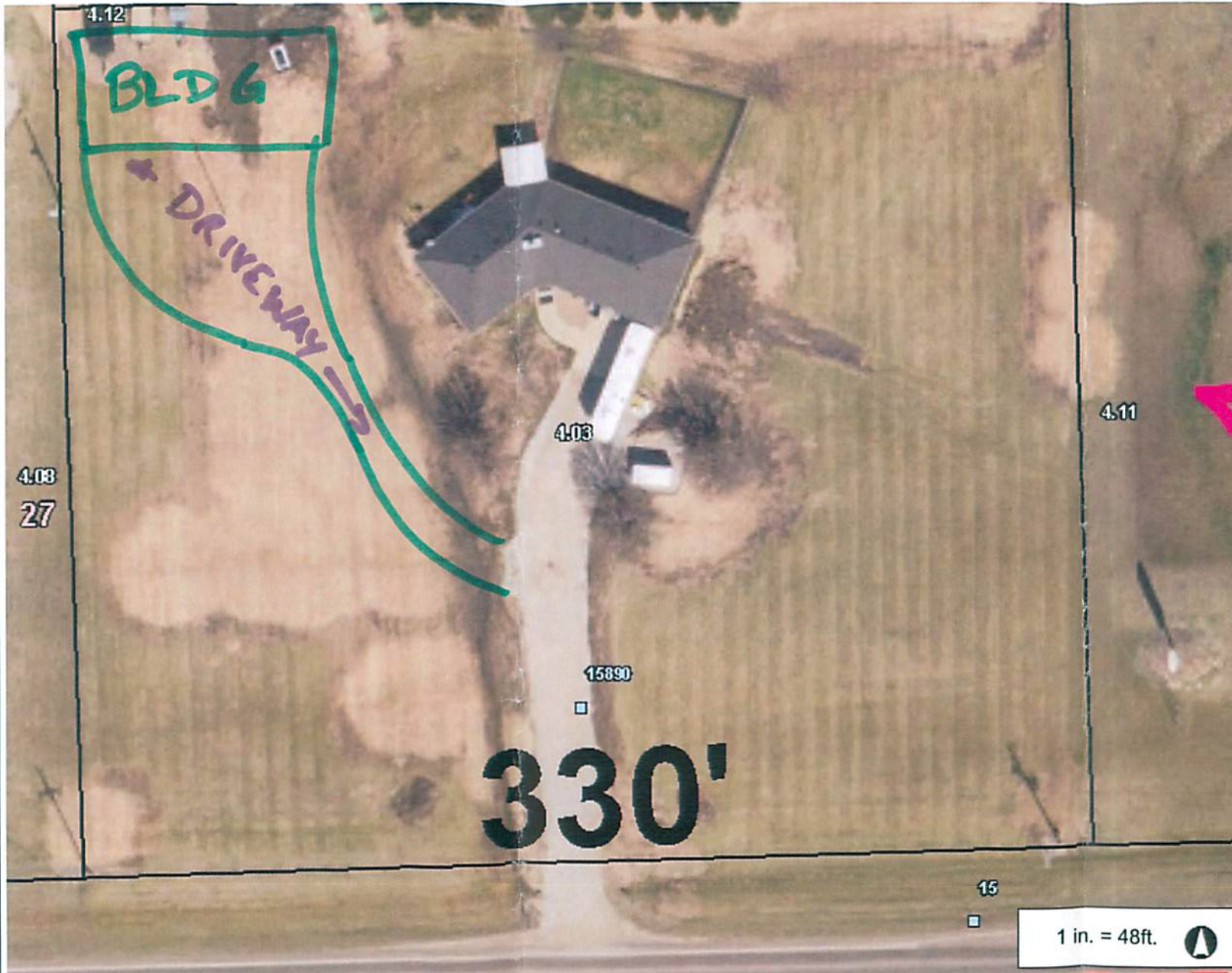
The only equipment that would be on the property would be old HVAC equipment for recycling. We have plans to put a building up on the property to store recycling and equipment for the HVAC business.

We do not have a need for additional parking or extra traffic that would be coming to our residence.

I'd be happy to answer any additional questions that you might have in the future.

Thank you,
Rick Rogers

Leavenworth County, KS



Legend

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



1 in. = 48ft.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

LEAVENWORTH COUNTY DEVELOPMENT APPLICATION PERMIT

CASE NUMBER DEV-20-147

PERMIT SUB-TYPE SPECIAL USE PERMIT

PID 188-27-0-00-00-004.03 PARCEL SIZE 2.13 AC ZONE RR-2.5
TWSP FAIRMOUNT SCHOOL DIST 458 SDD NO
SUBDIVISION LOT NO BLOCK NO
WATER DIST RWD 7 ELECTRIC EVERGY SEWER DIST n/a
FLOOD PLAIN IN PARCEL NO FLOOD PLAIN ON BUILDING SITE NO
SITE ADDRESS 15890 Linwood Rd
SITE CITY Bonner Springs SITE STATE KS SITE ZIP CODE 66012

LAST NAME Rogers II FIRST NAME Richard PHONE 913-333-0493
EMAIL rickrogers9800@gmail.com
ADDRESS 15890 Linwood Rd
CITY Bonner Springs STATE KS ZIP CODE 66012

CONSULTANT CONSULTANT PHONE
CONSULTANT EMAIL

PROPOSED ZONING RR-2.5 SUP CATEGORY - USE Small Limited Business
VARIANCE REGULATION CURRENT USE RESIDENTIAL ROAD STATE
COMP PLAN USE DESIGNATION Residential 2.5ac Minimum UGMA

SUBDIVISION TYPE GROSS ACREAGE COVENANTS NO
MAXIMUM LOT SIZE MINIMUM LOT SIZE OPEN SPACE ACREAGE
LOTS TRACTS TOTAL PARCELS DENSITY

NOTES: CoolHeat KC, LLC.

STAFF	STAFF ACTION	[] PUBLIC HEARING	AGENDA AREA
PC	PC ACTION		NOTICE PUB
BOCC	BOCC ACTION		RESOLUTION PUB
BZA	BZA ACTION	DURATION	EXPIRATION

APPLICATION FEE \$400.00 TIF 0.00 BOND 0.00 TOTAL FEES \$400.00
CHECK NO 1035 [] CASH [] CC TIFF CHECK NO

STAFF APPROVAL  DATE 12/8/20

APPLICANT DATE

RESOLUTION 2021-8

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for an HVAC Repair Service – CoolHeat KC on the following described property:

A tract of land in the southeast ¼ of Section 27, Township 11 South, Range 22 East of the 6th P.M, in Leavenworth County, Kansas.more commonly known as 15890 Linwood Road

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 12th day of December, 2020, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 10th day of February, 2021; and

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

WHEREAS, the Board of County Commission considered, in session on the 3rd day of March, 2021, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 3rd day of March, 2021, and incorporated herein by reference;

That Case No. DEV-20-147, Special Use Permit for an HVAC Repair Service – CoolHeat KC be approved subject to the following conditions:

1. The SUP shall be limited to a period of one year.
2. The applicant shall cause to have constructed an accessory building for the storage of all business-related equipment. The building shall be completed by September 1, 2021.
3. The applicant shall contact the Kansas Department of Health and Environment – Small Business/Pollution Prevention division to ensure all necessary protocols are being followed to ensure the safe storage of materials.
4. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
5. No on-street parking shall be allowed.
6. This SUP shall be limited to the Narrative dated December 7, 2020 submitted with this application.
7. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.

After approval of this SUP 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.

located in Section 27, Township 11 South, Range 22, also known as 15890 Linwood Road, parcel no. 188-27-0-00-00-004.03 in Leavenworth County, Kansas.

Adopted this 3rd day of March, 2021
Board of County Commission
Leavenworth, County, Kansas

Michael Smith, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Vicky Kaaz, Member

Doug Smith, Member

Mike Stieben, Member

**Leavenworth County
Request for Board Action
Resolution 2021-9 Special Use Permit
FreeState Electric – Solar Farm**

Date: March 3, 2021

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: Approve Resolution 2021-9 a Special Use Permit for a solar farm for FreeState Electric located on a tract of land directly adjacent to an existing substation.

Analysis: The applicants are proposing a solar farm located directly next to an existing substation. The existing substation has a current, lifetime Special Use Permit. The location is ideal given the proximity to the substation and the open area, which is necessary for solar farms. The proposed solar farm is located on a parcel that is approximately 6.9 acres. The solar farm is expected to generate up to 1 megawatt of solar energy. Staff had concerns regarding potential runoff from the panels. The applicants provided a drainage report which has been accepted by Olsson. The report shows no measurable increase in runoff. The use will not cause additional traffic or noise. Staff recommends approval of the special use permit. Given the nature of the use, Staff recommends a lifetime SUP.

Planning Commission Recommendation: The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-002 (Resolution 2021-9) Special Use Permit for a Solar Farm for FreeState Electric.

Alternatives:

1. Approve Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

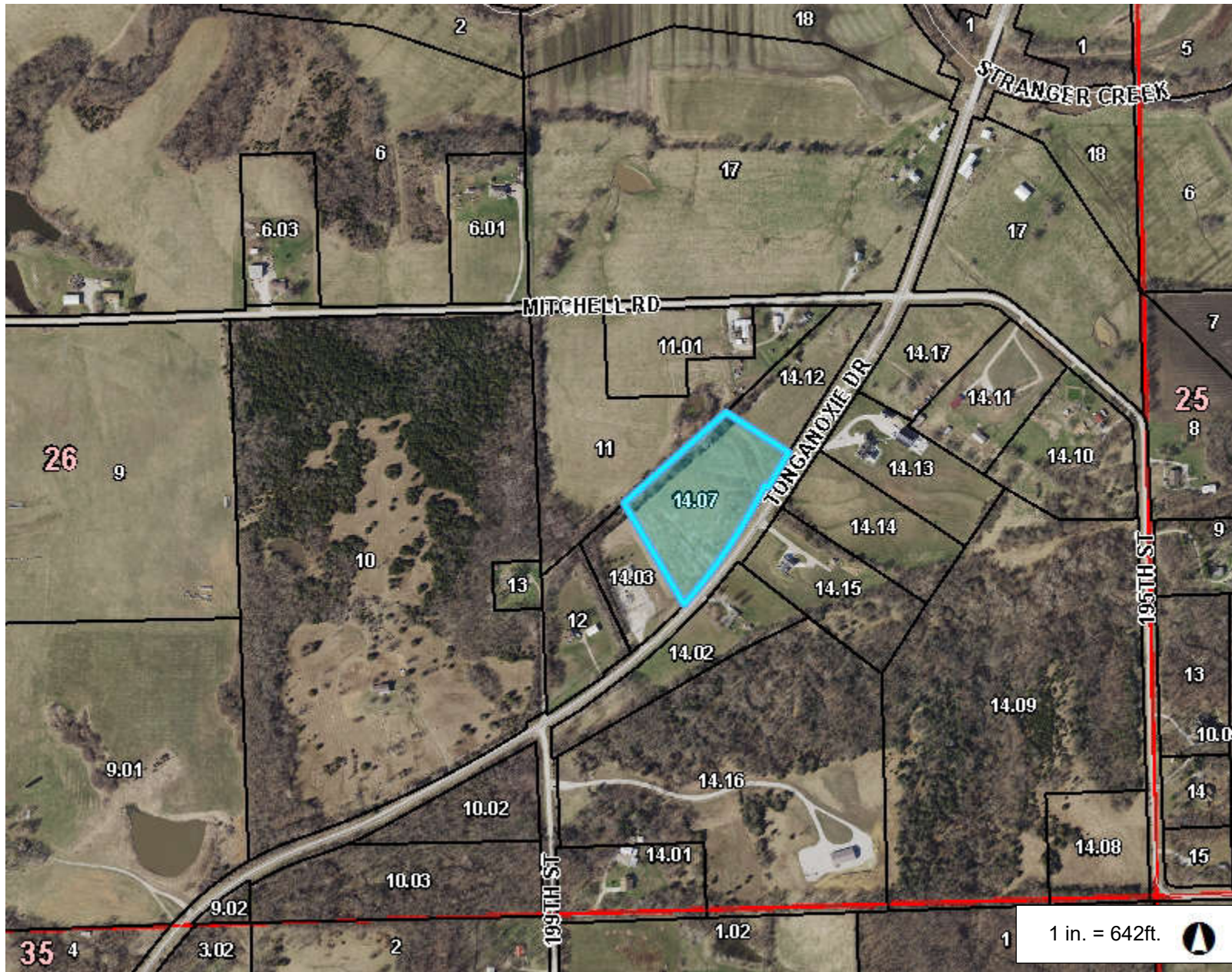
- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

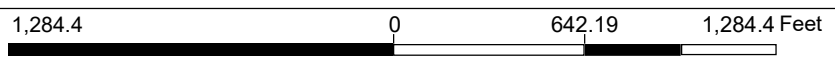
FreeState Solar Farm SUP



Legend

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

1 in. = 642ft. 



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

Case No. DEV-21-002
Free State Electric
Special Use Permit – Solar Farm

Staff Report – BOCC

March 3, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** FreeState Electric Cooperative
1100 SW Auburn Road
Topeka, KS 66615

Legal Description: A tract of land in the southeast ¼ of Section 26, Township 10 South, Range 21 East of the 6th P.M, in Leavenworth County, Kansas.

Location: 00000 Tonganoxie Drive, located directly northeast of 20667 Tonganoxie Drive

Parcel Size: ± 6.9 acres

Zoning/Land Use: RR-5, Rural Residential 5-acre minimum size parcels

Comprehensive Plan: This parcel is within the Residential land use category.

Parcel ID No.: 147-26-0-00-00-014.07

Planner: Krystal A. Voth

REPORT:

Planning Commission Recommendation

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-002, Special Use Permit for FreeState Electric – Solar Farm, with the following conditions:

1. The SUP shall be granted for the duration of the use.
2. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
3. No on-street parking shall be allowed.
4. This SUP shall be limited to the Narrative dated January 7, 2021 submitted with this application.
5. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP 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.

Request

The applicant is requesting a Special Use Permit for a solar farm on a tract of land located directly adjacent to an existing electric substation.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0225G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Stranger
Water: RWD 9
Electric: FreeState

Access/Streets

The property is accessed by Tonganoxie Drive, a County Arterial Roadway with a hard surface.

Agency Comments

All agency comments and concerns have been addressed. No outstanding items remain.

Factors to be considered

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Special Use Permit request:

1. Character of the neighborhood: The character of the neighborhood is rural; primarily rural residences, and agricultural uses.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area suited for rural residences and agricultural use. The use is allowed with approval of a Special Use Permit.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area will not likely be detrimentally affected. The applicant currently owns the subject property which is located directly next to an existing substation. There will not be an increase in traffic. The applicants provided a drainage report which concludes the addition of the solar panels will not cause additional runoff.
5. Length of time the property has been vacant as zoned: The property has never been developed upon.
6. Relative gain to economic development, public health, safety and welfare: The proposed use will provide a source of renewable energy, will provide income to the co-op and will provide revenue for co-op members.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential.
8. Staff recommendation is for the approval of Special Use Permit with conditions.

Staff Analysis

<u>LOCATION</u>	
Adjacent Residences	The area is primarily comprised of rural residences and farmland.
Adjacent Zoning/Uses	Zoning in the area is RR-5 and are used primarily as rural residences and agricultural uses.
Density	The area is not densely populated.
Nearby City Limits	The property is not located near an incorporated city.
Initial Growth Management Area	The property is located not located within an initial Growth Management Area.

<u>IMPACT</u>	
Noise Pollution	The use will not cause any additional noise pollution.
Traffic	There will not be additional traffic associated with this use.
Lighting	The applicant does not have lighting other than security lighting and is not requesting lighting.
Outdoor Storage	No outdoor storage.
Parking	The applicant has ample parking space for employees.
Visitors/Employees	The stie will be visited periodically by a maintenance worker.
Waste	The use will not create waste.

SITE COMPATABILITY	
Size of Parcel	The parcel is six (6) acres in size.
Zoning of Parcel	The parcel is zoned Rural Residential-5
Buildings (Existing & Proposed)	The site will be comprised of solar panels.
Setbacks	Structures will meet required setbacks.
Screening	There will be a safety fence. Screening is not necessary.

Staff Comments

The applicants are proposing a solar farm located directly next to an existing substation. The existing substation has a current, lifetime Special Use Permit. The location is ideal given the proximity to the substation and the open area, which is necessary for solar farms. The proposed solar farm is located on a parcel that is approximately 6.9 acres. The solar farm is expected to generate up to 1 megawatt of solar energy. Staff had concerns regarding potential runoff from the panels. The applicants provided a drainage report which has been accepted by Olsson. The report shows no measurable increase in runoff. The use will not cause additional traffic or noise. Staff recommends approval of the special use permit. Given the nature of the use, Staff recommends a lifetime SUP.

STAFF RECOMMENDATION:

Staff recommends approval of Case No.DEV-21-002, Special Use Permit for FreeState Electric – Solar Farm, with conditions:

ACTION OPTIONS:

1. Approve Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-9, Special Use Permit for a Solar Farm for FreeState Electric, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Narrative
 Location/Aerial Maps
 Memorandums

Voth, Krystal

From: Mitch Pleak <mpleak@olsson.com>
Sent: Friday, January 29, 2021 8:40 AM
To: Voth, Krystal
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: FW: Free State Solar Development

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.

Krystal,
The drainage report submitted address all comments. I have enclosed the drainage report received in the link below for Bill and Lauren's records.

<https://oaconsulting.sharefile.com/d-s265a95e8b7fa4958872462cf9a25b4cc>

Sincerely,

Mitch Pleak

Mitch Pleak, PE

Project 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: David Lutgen <dlutgen72@gmail.com>
Sent: Thursday, January 28, 2021 8:10 PM
To: Voth, Krystal <KVoth@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Cc: Learon Dalby <ldalby@todayspower.com>; Keaghan Economon <keconomon@todayspower.com>
Subject: Re: Free State Solar Development

Revised drainage report is attached.

Thanks

David Lutgen, P.E.

On Thu, Jan 28, 2021 at 3:05 PM Voth, Krystal <KVoth@leavenworthcounty.gov> wrote:

All,

Please see the response below:

Question: Can you clarify this comment - Please give an explanation of how the panels increase the impervious area (ie only the piers come in contact with the ground). The panels do not increase the impervious area so how/why would I explain that they do.

Response: Provide a statement that the solar panels itself are not in contact with the ground and therefore not an impervious area. However, the piers are in contact with the ground. The purpose of the statement is to support minimal quantifiable impact from the solar array.

Thanks,

Krystal

From: Learon Dalby <ldalby@todayspower.com>
Sent: Thursday, January 28, 2021 2:34 PM
To: Voth, Krystal <KVoth@leavenworthcounty.gov>
Cc: Mitch Pleak <mpleak@olsson.com>; David Lutgen <dlutgen72@gmail.com>; Keaghan Economon <keconomon@todayspower.com>
Subject: RE: Free State Solar Development

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.

Krystal,

Can you confirm we have meet all of the requested items?

Learon Dalby

Today's Power, Inc.

501-920-2446

ldalby@todayspower.com

From: David Lutgen <dlutgen72@gmail.com>
Sent: Wednesday, January 27, 2021 8:18 PM
To: Mitch Pleak <mpleak@olsson.com>; Voth, Krystal <KVoth@leavenworthcounty.gov>
Cc: Laron Dalby <ldalby@todayspower.com>
Subject: Free State Solar Development

Mitch,

Can you clarify this comment - *Please give an explanation of how the panels increase the impervious area (ie only the piers come in contact with the ground).*

The panels do not increase the impervious area so how/why would I explain that they do.

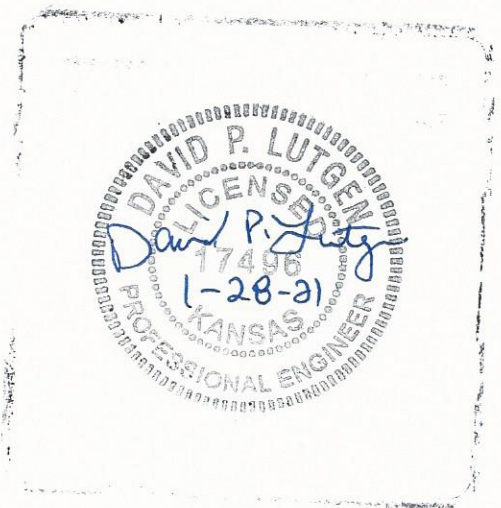
Krystal,

Has the County ever required a drainage report from a SUP request to build an event barn? Those are typically building very large structures. I do prepare a lot of drainage reports in the County and I don't recall ever doing one for a SUP.

Thanks

David Lutgen, P.E.

Stranger Solar
Leavenworth County Kansas
Drainage Report
Prepared January 25, 2021
Revised January 28, 2021



Stranger Solar
Leavenworth County Kansas

Drainage Report

Prepared January 25, 2021

Revised January 28, 2021

Parcel Information - The 6.9-acre (+/-) parcel is located on the west side of Tonganoxie Drive north of Tonganoxie in Leavenworth County KS. It is located directly north of 20667 Tonganoxie Drive. The parcel is zoned RR 5.0.

Existing Conditions – The parcel appears to be currently used as a hay field. There are no structures on the parcel. There is a tree line along the west property line. The site slopes to the east and can be divided into two drainage areas as shown on exhibit #1. A c value of 0.36 was used for each drainage area. The c value is based on the soil type, slopes, and existing land use, see Exhibits #2 and #4.

Developed Conditions – Free State Electric is planning to construct a solar array on this parcel of ground which is directly north of an existing power substation. The solar array will cover approximately 50% of the parcel. The solar panels are mounted on beams above the ground, see exhibit #5. The beams are driven into the ground to minimize the area disturbed during construction. The area under the solar panels and the remainder of the parcel will be planted in native grasses. A gravel entrance /parking area will be constructed from the substation property in the south east corner of the property. This area is approximately 3,300 sq ft (0.08 acres). A c value of 0.50 was used for the gravel area, see exhibit #3. A composite c value was calculated for each drainage area

Developed	c value	Acres in each Drainage Area			
		DA #1	DA #2		
Pasture	0.36	3.70	3.12		
Gravel Driveway	0.50	0.00	0.08		
Composite c		0.36	0.36		

$$\text{composite c} = \frac{(\text{Pasture Acres} * 0.36 + \text{Gravel Driveway Acres} * 0.50)}{\text{Total Acres}}$$

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

DA #1

	Q10	Q100
Existing	7.1	12.6
Developed	7.1	12.6
Change	0%	0%

DA #2

	Q10	Q100
Existing	6.2	11.0
Developed	6.2	11.0
Change	0%	0%

Conclusion – The small amount of less impervious area being added by this project does not change the c value for the property. There is no measurable impact to the storm water runoff from the site.

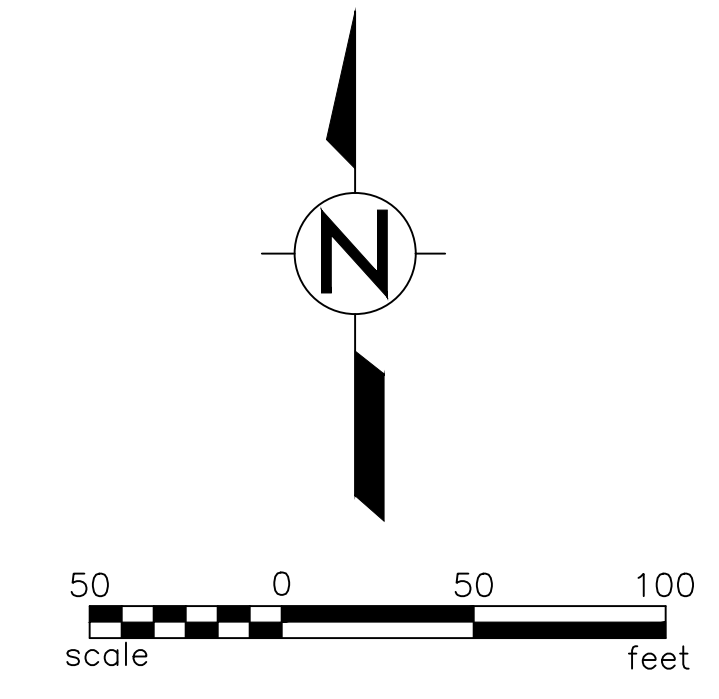


Exhibit #1



PROJECT	STRANGER SOLAR
	LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
SHEET	C03.01
REV	0
TITLE	EXISTING CONDITIONS

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 #2

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

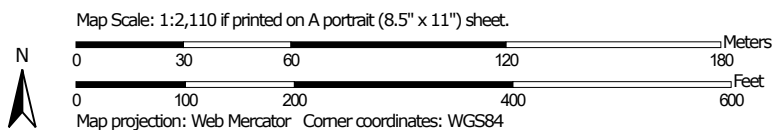
For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

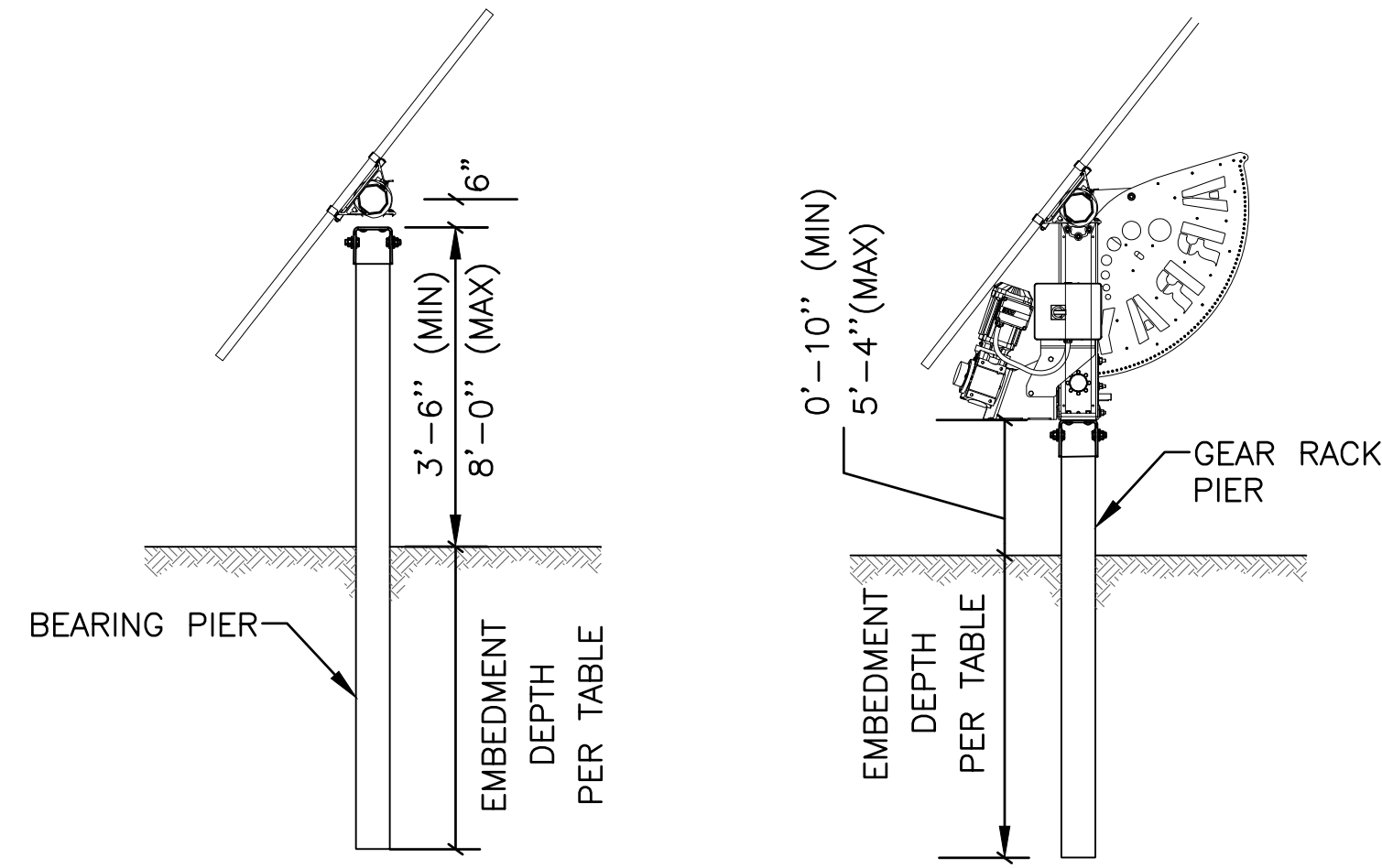
From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7234	Elmont silt loam, 3 to 7 percent slopes, eroded	9.5	100.0%
Totals for Area of Interest		9.5	100.0%





3 TRACKER FOUNDATIONS
SCALE: N.T.S. VIEW: ELEVATION

TORQUE TUBE HEIGHT	PIER TYPE	PIER SIZE	EMBEDMENT DEPTH (MIN)
5'-6"	INTERIOR ARRAY PIER	W6x9	7'-3"
	EXTERIOR ARRAY PIER	W6x10.5	7'-9"
7'-0"	INTERIOR ARRAY PIER	W6x10.5	7'-9"
	EXTERIOR ARRAY PIER	W6x12	7'-9"
8'-6"	INTERIOR ARRAY PIER	W6x12	8'-3"
	EXTERIOR ARRAY PIER	W6x15	8'-3"
COMBINER BOX/EQUIPMENT RACK POST		W6x9	6'-0"

EXHIBIT #5



PROJECT
STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

SHEET
C08.05

TITLE
STRUCTURAL DETAILS

REV
0

Drainage Area #1- 10 year

Existing Conditions

Area = 3.7 acres
C= 0.36
L= 500
S= 5.5
K= 1

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

L max = 300

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

$$T_i = 13.1$$

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

$$T_t = 0.83$$

$$T_c = 13.9$$

$$i_{10} = 5.35$$

$$Q = KCiA$$

$$Q = 7.1 \text{ cfs}$$

Developed Conditions

Area = 3.7 acres
C= 0.36
L= 500
S= 5.5
K= 1

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

L max = 300

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

$$T_i = 13.1$$

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

$$T_t = 0.83$$

$$T_c = 13.9$$

$$i_{10} = 5.35$$

$$Q = KCiA$$

$$Q = 7.1 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 3.7 acres
C= 0.36
L= 500
S= 5.5
K= 1.25

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

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < Tc < 15

$$T_i = 13.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < Tc < 60

$$T_t = 0.83$$

$$T_c = 13.9$$

$$i_{100} = 7.60$$

$$Q = KCiA$$

$$Q = 12.6 \text{ cfs}$$

Developed Conditions

Area = 3.7 acres
C= 0.36
L= 500
S= 5.5
K= 1.25

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

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < Tc < 15

$$T_i = 13.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < Tc < 60

$$T_t = 0.83$$

$$T_c = 13.9$$

$$i_{100} = 7.60$$

$$Q = KCiA$$

$$Q = 12.6 \text{ cfs}$$

Drainage Area #2- 10 year

Existing Conditions

Area = 3.2 acres
C= 0.36
L= 450
S= 5.5
K= 1

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

L max = 300

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

$$T_i = 13.1$$

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

$$T_t = 0.75$$

$$T_c = 13.8$$

$$i_{10} = 5.36$$

$$Q = KCiA$$

$$Q = 6.2 \text{ cfs}$$

Developed Conditions

Area = 3.2 acres
C= 0.36
L= 450
S= 5.5
K= 1

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

L max = 300

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

$$T_i = 13.1$$

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

$$T_t = 0.75$$

$$T_c = 13.8$$

$$i_{10} = 5.36$$

$$Q = KCiA$$

$$Q = 6.2 \text{ cfs}$$

Drainage Area #2 - 100 year

Existing Conditions

Area = 3.2 acres
C= 0.36
L= 450
S= 5.5
K= 1.25

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

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < T_c < 15

$$T_i = 13.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < T_c < 60

$$T_t = 0.75$$

$$T_c = 13.8$$

$$i_{100} = 7.61$$

$$Q = KCiA$$

$$Q = 11.0 \text{ cfs}$$

Developed Conditions

Area = 3.2 acres
C= 0.36
L= 450
S= 5.5
K= 1.25

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

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < T_c < 15

$$T_i = 13.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < T_c < 60

$$T_t = 0.75$$

$$T_c = 13.8$$

$$i_{100} = 7.61$$

$$Q = KCiA$$

$$Q = 11.0 \text{ cfs}$$

SPECIAL USE PERMIT APPLICATION PROCEDURES

For

**THE UNINCORPORATED AREA OF
LEAVENWORTH COUNTY, KANSAS**

**A PRE-APPLICATION CONFERENCE IS REQUIRED PRIOR TO
SUBMITTAL OF ANY APPLICATION**

**DEADLINE: All application materials shall be submitted by
application deadline as indicated on the current Planning Commission
Schedule and Deadlines form.**

ALL APPLICATION FEES ARE NON-REFUNDABLE

For more information contact:
Leavenworth County Department of Planning and Zoning
300 Walnut St., Suite 212
County Courthouse
Leavenworth, Kansas 66048
pz@leavenworthcounty.gov
913-684-0465

SPECIAL USE PERMIT PROCEDURES

APPLICANT RESPONSIBILITIES: Omission of any of the following items may delay the review and processing of the application.

- A. Complete application form. (Attachment A)
- B. Legal Description (current deed) of the property.
- C. Payment of application fee. Make check payable to Leavenworth County Planning & Zoning.
- D. Owner Authorization Form if not the legal owner of the property (Attachment B)
- E. Site Plan (one physical copy along with one digital copy)
- F. A written narrative description of the proposed plan.
- G. A tax clearance certificate from the state and a paid tax receipt from Leavenworth County. If property is owned in additional counties/states certificates and receipts will be required from those entities as well.
- H. Applicant or applicant's representative must attend the Planning Commission and Board of County Commissioner's Hearing.

FOR ADDITIONAL REQUIREMENTS, PLEASE REFER TO THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS, WHICH INCLUDES THE FOLLOWING ARTICLES APPLICABLE TO SPECIAL USE PERMITS.

- 1. Article 22 – Special Use Permits and Temporary Use Permits; Leavenworth County Zoning and Subdivision Regulations
- 2. Article 25 – Sign Regulations; Leavenworth County Zoning and Subdivision Regulations
- 3. Article 27 – Site Plan (for Staff Review and Approval)
- 4. All other applicable Regulations – depending on the use.

DEADLINE: See Planning Commission Schedule and Deadlines form.

PLANNING DEPARTMENT PROCEDURES

Public Hearing: The Planning Department will schedule a hearing before the Planning Commission.

Posting of Sign: The Planning Department will post a sign on the property prior to the date of the public hearing.

Newspaper Publication: The Planning Department will publish the Legal notice of the public hearing 20 days prior to the date of public hearing.

Letter of Notification: The Planning Department will mail notices of the public hearing, to all property owners within 1,000 feet (Unincorporated area) and 200 feet (Incorporated area) of the subject property at least 20 days prior to the public hearing.

Protest Period: See KS Statute 12-757.

Board of County Commission – The Board of County Commission will hear the recommendations of the Planning Commission and make a decision.

Following approval of a Special Use Permit, if it is necessary for the Permit to be reevaluated because of the creation of nuisances, or hazards to the public health, safety and/or welfare, the Board of County Commissioners may initiate the process to rescind approval of the Special Use Permit, such procedure to be the same procedure that was followed in approving the original Special Use Permit.

SPECIAL USE PERMIT APPLICATION

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

Office Use Only

PID: _____ Date Received: _____
Township _____
Planning Commission Date: _____
Case No. _____ Date Paid _____
Zoning District _____
Comprehensive Plan land use designation _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>FreeState Electric Cooperative</u> <small>(Formerly Leavenworth-Jefferson Electric Cooperative)</small>	NAME _____
ADDRESS <u>1100 SW Auburn Rd</u>	ADDRESS _____
CITY/ST/ZIP <u>Topeka, KS 66615</u>	CITY/ST/ZIP _____
PHONE <u>785-438-4825</u>	PHONE _____
EMAIL <u>eric.wylie@freestate.coop</u>	EMAIL _____
CONTACT PERSON <u>Eric Wylie, Engineering Manager</u>	CONTACT PERSON _____

PROPOSED USE INFORMATION

Existing and Proposed structures No Existing Structures. Propose to build a 1 Megawatt Solar Array

Reason for requesting a Special Use Permit Build a 1 Megawatt Solar Farm

Parcel -R306027

PROPERTY INFORMATION

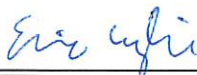
Address of property 20667 Tonganoxie Dr, Tonganoxie, KS 66086 Parcel size 6.972 Acres

Current use of the property Vacant

Does the owner live on the property? No Yes, _____

Does the applicant own property in states or counties other than Kansas and Leavenworth County? Other Counties within Kansas

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

Signature  Date 01/07/2021

ATTACHMENT A

OWNER AUTHORIZATION

I/WE FreeState Electric Cooperative (formerly Leavenworth-Jefferson Electric Cooperative), hereby referred to as the "Undersigned", being of lawful age, do hereby on this 21 day of December, 2020, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Exhibit A attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Eric Wylie (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 20667 Tonganoxie Dr, Tonganoxie, KS 66086 (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

Steven O. Foss
Owner Steven O. Foss
CEO/ General Manager

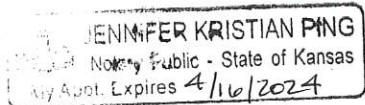
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 21st day of December, 2020, by Steven O. Foss

My Commission Expires:

Jennifer K. Berg
Notary Public



FreeState Electric Cooperative

Request for Special Use Permit to Install 1 MW Solar Farm Northeast of Existing Substation at 20667 Tonganoxie Dr

Executive Summary:

Parcel R306027 was purchased by FreeState Electric Cooperative (FEC) in December 2014. It was purchased for two purposes. The first, was to create a property buffer between any residential dwellings and FEC's Stranger Substation. The second, was preparation for installing a solar array or battery storage in the future. This parcel, as surveyed by Rod Zinn in 2020, is 6.972 Acres.

This parcel does not have existing structures, and it has not been in use since FEC purchased it. FEC has allowed the hay to be harvested from the parcel.

FEC wishes to install a 1MW solar farm on the parcel. Today's Power, Inc. will build, own, and maintain the solar farm for FEC.

FEC believes investing in renewable energy is the right thing to do. Until now, the pricing of a solar farm and the limitations in FEC's wholesale power contract have kept FEC from pursuing renewable energy.

The wholesale power contract was amended to allow FEC to pursue renewable energy within the last two years. FEC began pursuing renewable energy at that time.

The pricing of renewable energy for this project is appropriate for the project to be feasible for FEC's members. This solar project is a joint effort of multiple Electric Cooperatives across Kansas, allowing FEC to take advantage of pricing that works for the cooperative. There are several solar farms being installed under this Purchase Power Agreement (PPA).

If this solar farm were a stand-alone project, the pricing would not be viable for FEC's members.

FEC states that if this project is not completed, FEC's members will lose \$200,000 of wholesale power cost savings per year or up to two million dollars of savings lost over a 10-year period. Leavenworth County accounts for 3,421 (22.5%) of these member accounts.

In addition to the direct wholesale power cost savings, this project reduces the peak loading on the Stranger Substation transformer. This could delay capital investments needed to upgrade the substation transformer in the future. Again, delaying a significant expense for our members.

Solar Farm Site Description and Operation:

The site will be enclosed within a chain-link perimeter fence very similar to the fence around the Stranger Substation located immediately to the southwest. Attached to the fence will be warning and identification signs very similar in size and style as the signs attached to the existing Stranger Substation fence.

Accessory buildings are not needed for this site. The solar array and equipment will be the only structures erected.

The solar array is a 1-axis tracking array. It will track the sun from east to west each day to maximize the amount of solar energy collected each day.

Several rows of pier supports will be installed in the ground with the solar panels and tracking mechanisms being installed on top of the pier supports. The natural grass will be reestablished under the solar array after construction.

Site Access and Traffic:

FEC will use the existing driveway at 20667 Tonganoxie Drive for site access. A new access to Tonganoxie Drive will not be needed. Normal site traffic will be no more than the normal traffic to the existing Stranger Substation. Once site development is complete, a standard pickup will visit the site once a month for inspection. Other trips to the site would be dictated by maintenance or emergency service which is not expected to occur more than twice per year. Typical maintenance would include, but not be limited to, replacing a panels, inverters, or electrical breakers or a transformer

Initial construction would see typical construction traffic. It is estimated that the site will receive approximately 8 commercial trucks during construction to haul and/or deliver structures, solar panels, and other construction equipment to the site.

Security Lighting:

There will be not be any security lighting installed on the site.

Chemical and/or Liquid Storage:

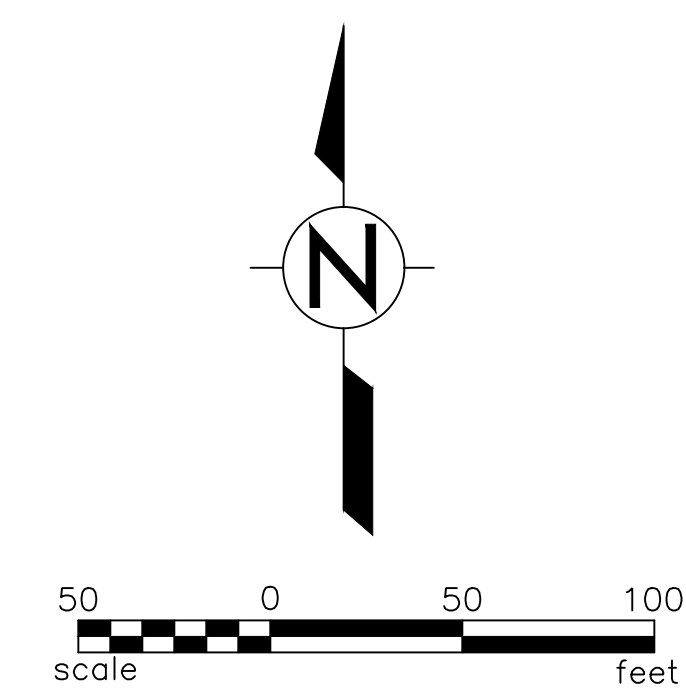
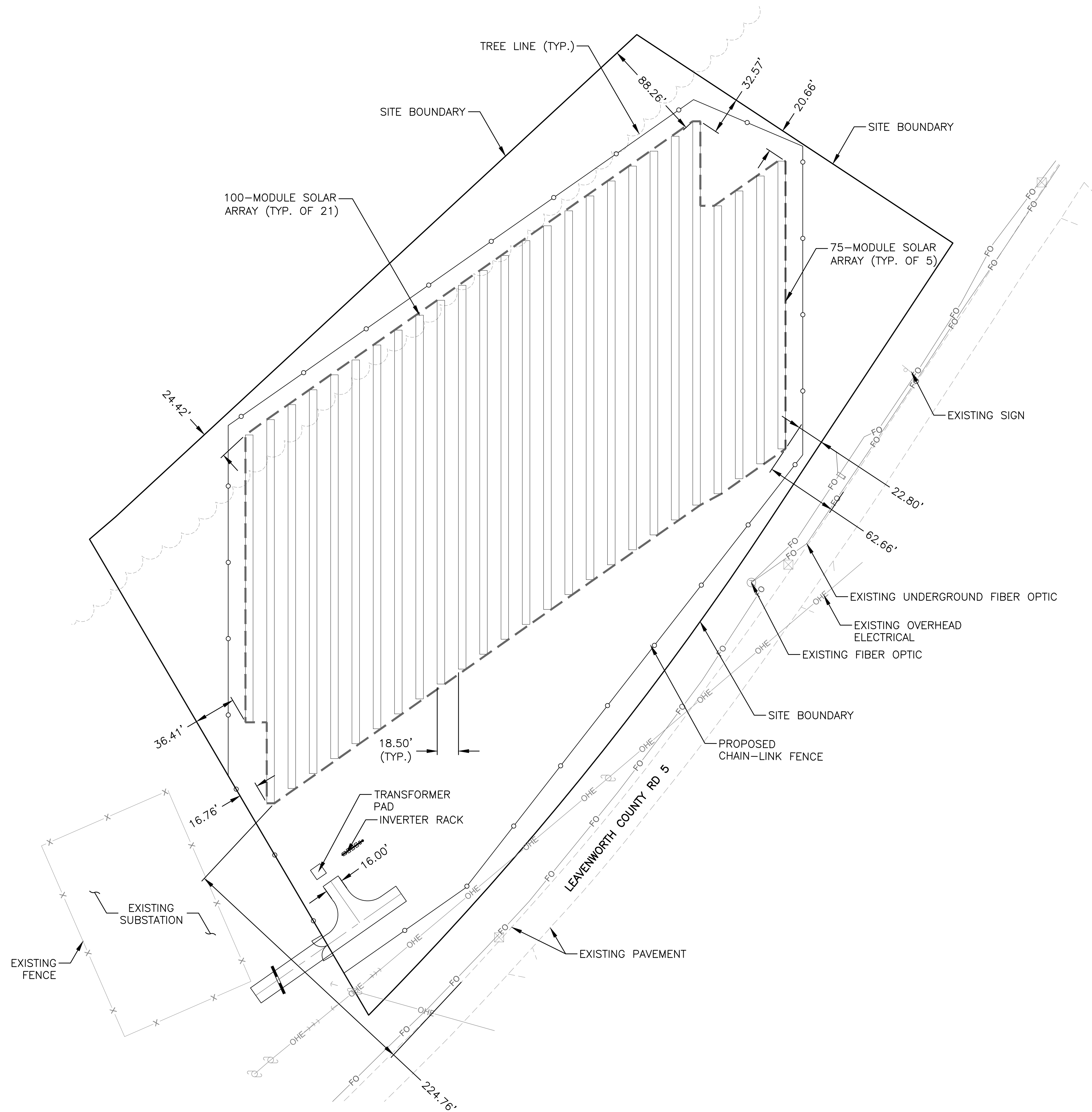
There will be not be any chemicals or liquid stored on the site. The only liquid on the site will be the insulating oil contained within the 1000 KVA step-up transformer located on the site.

Water and Sewage:

Water and Sewage services will not be needed on the site.

Sound and Odor Pollution:

The solar array will not produce any noise or odor pollution. The tracking motors are nearly inaudible. By far the loudest thing in the area is the 1000 kW diesel generator located within the Stranger Substation.



ENGINEER
AZTEC TYPSA

DEVELOPER
Today's Power

CONTRACTOR

REV	DATE	DESCRIPTION	DRW	CK	APV

SCALE: 1" = 50'
 SIZE: 22"x34"
 PROJECT#: AZENE2043-06

PROJECT
STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
SITE EXHIBIT



SHEET
 EX1.02

REV
 0

Miscellaneous Notes

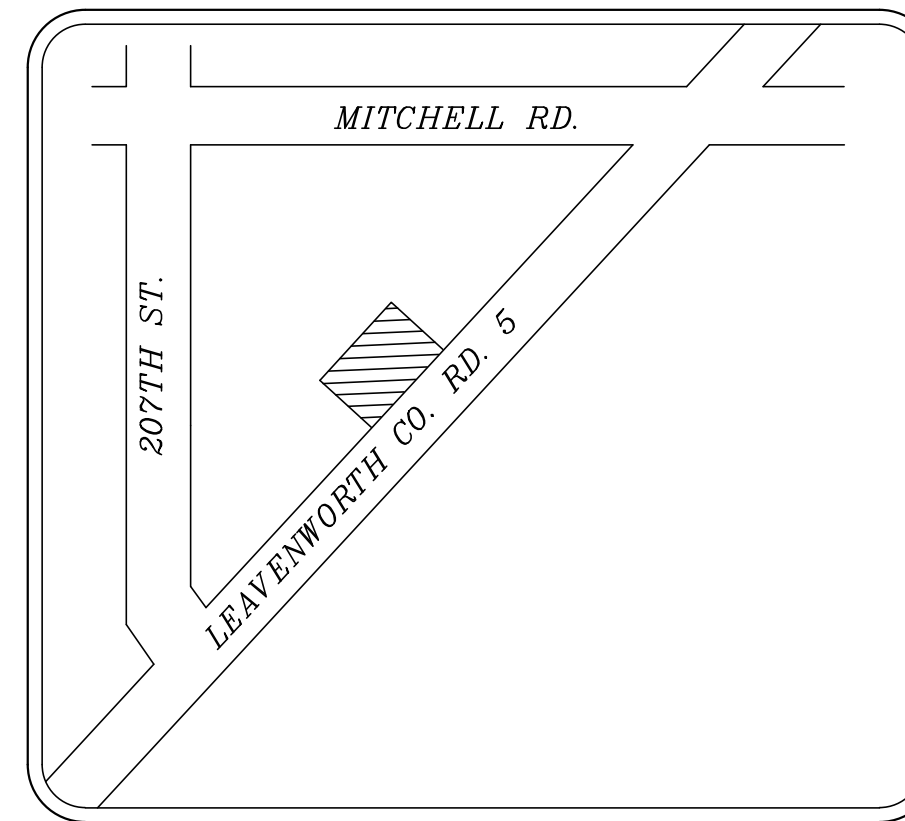
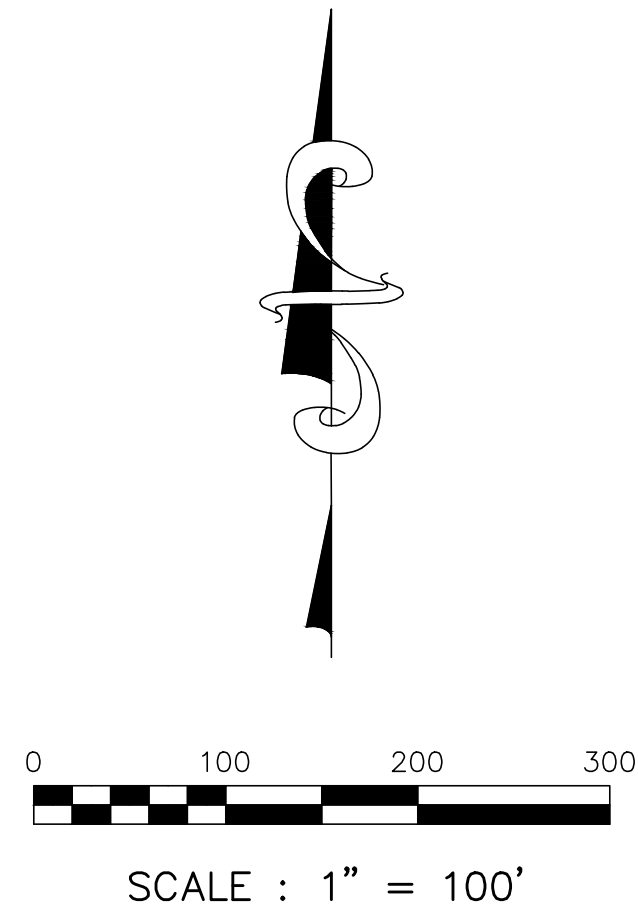
- (A)** The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.
- (B)** This survey does not reflect any easements, rights-of-way or other instruments of record except those shown on the current mentioned Title Commitment.
- (C)** Underground utilities are shown by above ground markings provided by others.
- (D)** At the date this survey was done in the field, earth moving, asphalt paving, concrete work and construction was not complete.
- (E)** There is no evidence of subject site being used as a solid waste dump or sanitary land fill.
- (F)** There is no evidence of subject site being used as a burial ground or cemetery.
- (G)** Vertical Datum: LVCO CP 401, Aluminum Cap NAVD 88 ELEV. 907.70
- (H)** Outline area shown for design and layout purposes only. Client (Leavenworth-Jefferson Electric Cooperative Inc.) owns the property that the Solar Field is to be erected on. Overlaps parcel to South.
- (I)** County GIS of site shows a jog in the Southerly right-of-way along the Northern side of Leavenworth County Road No. 5. With discussion with Public Works, Mapping, Appraiser and Register of Deeds, no documentation could be provided defining that jog in right-of-way.

Possible Encroachments

(AA) TITLE NOT AVAILABLE - O & E Report Only

Zoning Information

TO BE PROVIDED BY THE CLIENT



Vicinity Map
Not To Scale
STRANGER SUB

Owners & Encumbrances Legal Description

Report No: 2401533 Revision A
Report Effective Date: December 2, 2020, at 7:30 a.m.
Property Address: Tonganoxie Dr., Tonganoxie, KS 66086

EXHIBIT "A"

All that part of the Southeast Quarter of Section 26, Township 10 South, Range 21 East of the Sixth P.M., lying West of County Road #5, less any part thereof taken or used for road or Highway purposes, all in Leavenworth County, Kansas.

(1) Beginning at a point 893.60 feet North 00°22'54" East from the Southwest corner of said Southeast Quarter and being on the Northerly right of way line of County Road #5 and also being on the West line of said Southeast Quarter; thence North 00°22'54" East 580.60 feet along said West line to the center-line of the Old Lawrence Road; thence North 51°29' East 150.0 feet along said center-line, thence South 14°10'02" East 522.43 feet to the Northerly right of way of County Road #5; thence at a right angle with said road, 10.00 feet Southeast to a point 40.00 feet from the center-line; thence in a Southwesterly direction on a curve to the right, having a center-line radius of 2864.90 feet, 300.00 feet to the Point of Beginning, in Leavenworth County, Kansas.

(2) 16 acres of land more or less in the Southeast Quarter of said Section 26, Township 10 South, Range 21 East of the Sixth P.M., described as beginning at the Northwest corner of said Quarter Section, running thence East to the West line of the Old Lawrence Road; thence West with the West line of said Road, to the West line of said Quarter Section; thence North to the Place of Beginning, in Leavenworth County, Kansas.

(3) Commencing at the Southwest corner of the Southeast Quarter; thence North 00°22'54" East along the West line of said Southeast Quarter 1473.46 feet; thence North 51°29'00" East along the centerline of the Old Lawrence Road 150.00 feet to the Point of Beginning; thence continuing North 51°29'00" East along said center line 57.00 feet; thence South 21°37'20" East 503.305 to the Northerly right of way of County Highway No. 5; thence following said right of way on a curve to the right having a radius of 2814.90 feet, a length of 124.97 feet, and a chord having a bearing of South 53°49'32" West, 124.96 feet; thence North 14°18'53" West, 522.12 feet to the Point of Beginning, in Leavenworth County, Kansas.

(4) Lot 5, in Voelker Family Farm, a Subdivision in the Southeast Quarter of Section 26, Township 10 South, Range 21 East of the Sixth P.M., Leavenworth County, Kansas.

Items Corresponding to Schedule B

- (2)** The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.
- (3)** Subject to existing road, street or highway rights of way.
- (4)** Easement granted to Board of County Commissioners Leavenworth County, Kansas, as set forth in the instrument filed as Book 310, Page 619. DOES NOT AFFECT SUBJECT PROPERTY.
- (5)** Right of Way Easement granted to Rural Water District No. 9, Leavenworth County, as set forth in the instrument filed as Book 503, Page 1070. EASEMENT TO FOLLOW LOCATION OF WATER LINE, UNDEFINED, NOT PLOTTABLE.

ALTA/NSPS Land Title Survey

To:
Freestate Electric Cooperative, Inc.
Security 1st Title.
Today's Power Inc.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18 and 20 of Table A thereof. The field work was completed in October 5, 2020.

Rodney R. Zinn, L.S. No. 1559

Legend of Symbols & Abbreviations

○	Existing Iron Rod Origin Unknown (unless noted)	(M)	Measured Dimension
●	Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)	(D)	Deed Dimension
△	Section Corner Origin Unknown (unless noted)	(P)	Plat Dimension
---	Boundary Line	R/W	Right of Way
---	Setback Line	Conc.	Concrete
---	Fence	⊗	Water Meter
---	Overhead Electric Line	⊕	Guy Wire
---	Water Line	⊗	Gas Meter
---	Gas Line	⊕	Mailbox
---	Underground Telephone	⊕	Telephone Riser Box
---	Sanitary Sewer Line	⊕	Undetermined Manhole
•	Bollard	⊕	Sanitary Sewer Cleanout
⊕	Curb Inlet or Area Inlet	⊕	Sanitary Sewer Manhole
⊕	Fire Hydrant	⊕	Sign
⊕	Handicap Parking	*	Light Pole
⊕	Electric Cabinet	⊕	Power Pole
		⊕	Water Valve
		⊕	Electric Meter

Utility Information

Please call Kansas One-Call before digging. 1-800-DIG-SAFE
One call ticket number 20477311, dated 10-1-20.

Flood Note

This property is not in a Special Flood Hazard Zone according to Flood Insurance Rate Map, Community Number 20103C0225G, effective date 7-16-2015.



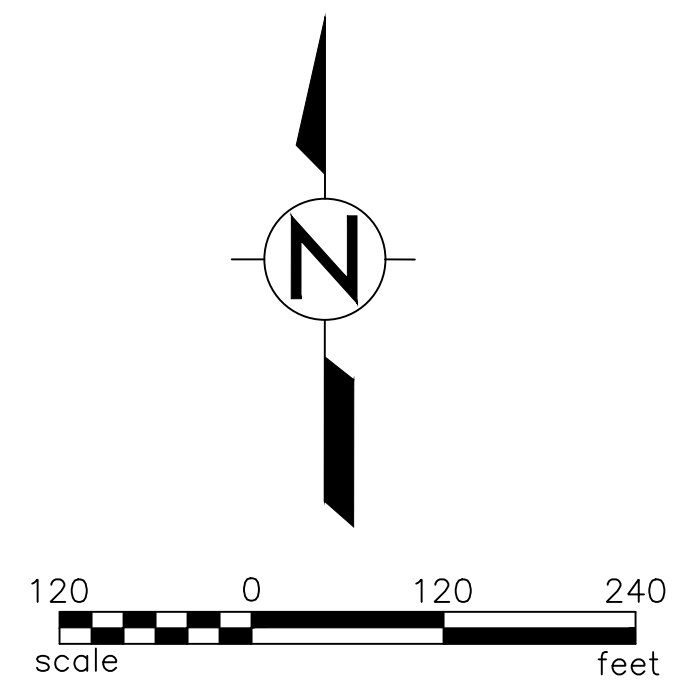
ALTA/NSPS LAND TITLE SURVEY
of a portion of SECTION 26, TOWNSHIP 10 SOUTH,
RANGE 21 EAST of the 6th PRINCIPAL MERIDIAN,
LEAVENWORTH COUNTY, KANSAS

PREPARED FOR:
TODAY'S POWER, INC.

CORNERSTONE
 Regional Surveying, LLC
 Serving Kansas, Missouri & Oklahoma
 1921 North Penn, Independence, KS 67301 Ph: 620-331-6767

JOB NO. 4-2009286-K
 LATEST REVISION: 12/9/2020
 DRAWN BY: DLB
 CHECKED BY: WAB

CIVIL & STRUCTURAL CONSTRUCTION PLAN SET FOR STRANGER SOLAR AT LEAVENWORTH COUNTY ROAD 5 TONGANOXIE, KANSAS 66086



LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE SIXTH P.M. LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26: THENCE NORTH 01°47'28" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 1475.07 FEET TO THE DESCRIBED CENTERLINE OF OLD LEAVENWORTH-LAWRENCE ROAD; THENCE NORTH 49°21'47" EAST, ALONG SAID CENTERLINE, 426.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 49°21'47" EAST, ALONG SAID CENTERLINE, 29.91 FEET; THENCE NORTH 47°13'41" EAST, ALONG SAID CENTERLINE, 616.78 FEET TO THE SOUTHWESTERLY CORNER OF LOT 5, VOELKER FAMILY FARM SUBDIVISION; THENCE SOUTH 56°35'39" EAST, ALONG THE SOUTHWESTERLY SIDE OF SAID LOT 5, 328.84 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH 33°26'09" WEST, ALONG THE APPARENT RIGHT-OF-WAY OF LEAVENWORTH COUNTY ROAD NO. 5, 289.41 FEET; THENCE ALONG SAID APPARENT RIGHT-OF-WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.90 FEET, A CHORD BEARING OF SOUTH 39°02'30" WEST AND A CHORD LENGTH OF 552.62 FEET FOR AN ARC DISTANCE OF 553.51 FEET; THENCE NORTH 30°23'05" WEST, 479.28 FEET TO THE POINT OF BEGINNING, CONTAINING 6.972 ACRES, MORE OR LESS.

BENCHMARK:

VERTICAL DATUM: LVCO CP 401. ALUMINUM CAP NAVD 88 ELEV. 907.70

BASIS OF BEARING:

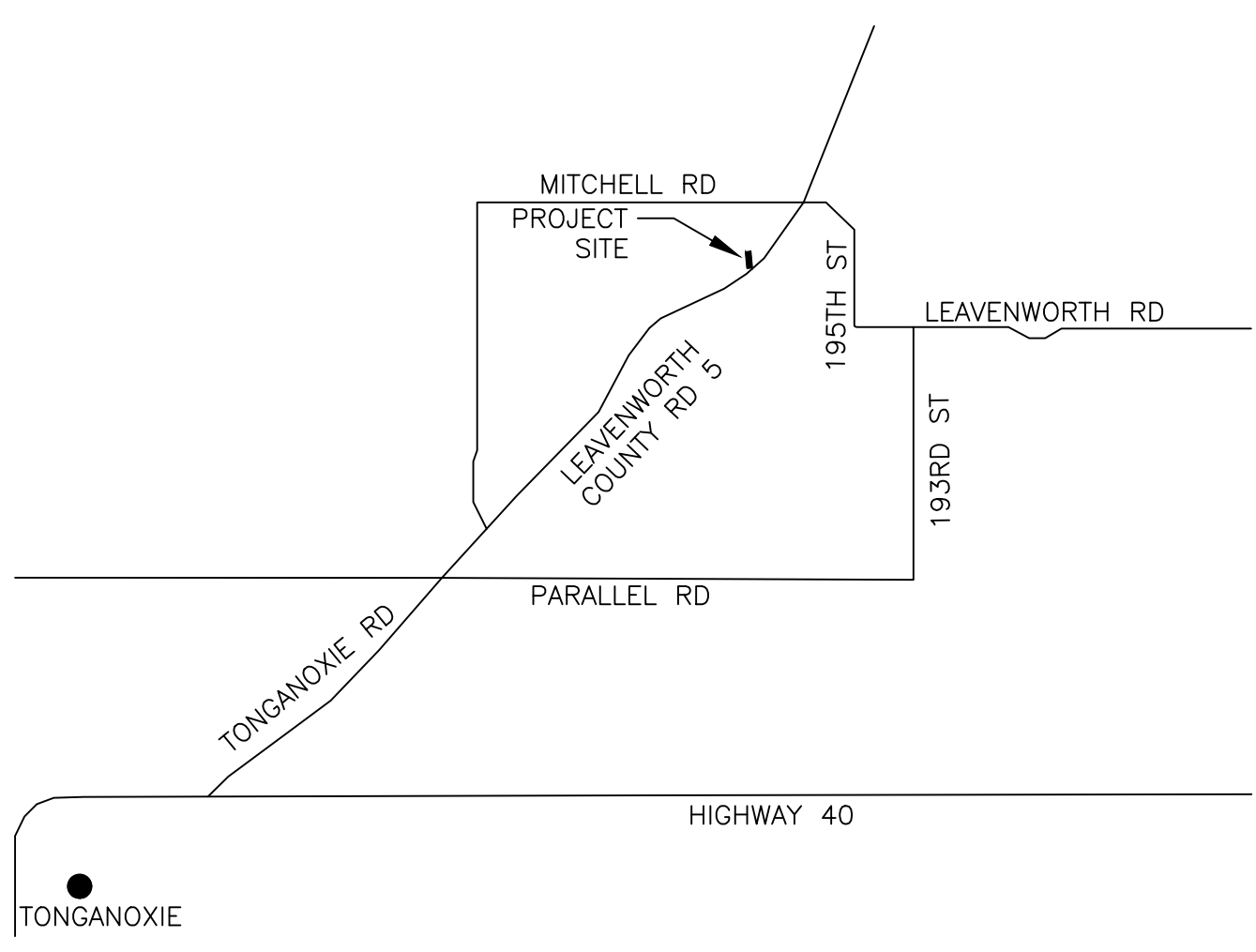
BEARINGS ARE BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C01.01	COVER SHEET
C02.01	GENERAL NOTES
C03.01	EXISTING CONDITIONS
C04.01	CIVIL SITE PLAN
C05.01	EROSION CONTROL PLAN
C06.01	GRADING PLAN
C07.01	FOUNDATION PLAN
C08.01	ROAD & FENCE DETAILS
C08.02	ENTRANCE DETAIL
C08.03	BMP DETAILS 1
C08.04	BMP DETAILS 2
C08.05	STRUCTURAL DETAILS

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- PROJECT BOUNDARY
- ACCESS ROAD
- EASEMENT
- CHAIN LINK FENCE
- ARRAY FOOTPRINT
- 5510----- EXISTING MAJOR CONTOUR
- 5508----- EXISTING MINOR CONTOUR



VICINITY MAP
N.T.S

PROJECT DEVELOPER

TODAY'S POWER INC.
7300 INDUSTRY DRIVE
LITTLE ROCK, AR 72117

VICE PRESIDENT OPERATIONS:
MATT IRVING
(501) 920-1370
MIRVING@TODAYSPOWER.COM

CIVIL ENGINEER

AZTEC ENGINEERING GROUP, INC.
501 N. 44TH STREET,
SUITE 300
PHOENIX, AZ 85008
(602) 454-0402

LICENSED ENGINEER:
SARAH A. SMEDLEY
KS PE # 27903

GEOTECHNICAL

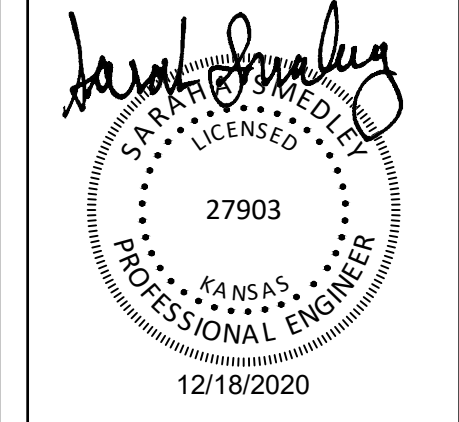
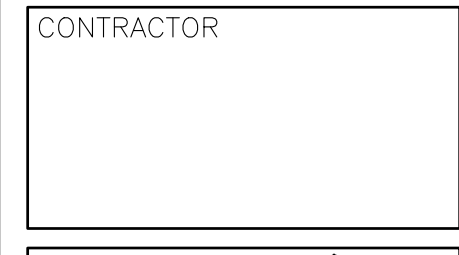
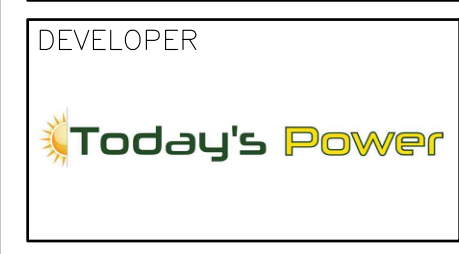
ATC GROUP SERVICES LLC
3144 STAGE POST DRIVE,
SUITE 112
BARTLETT, TN 38133
(901) 259-2362

LICENSED ENGINEER
DAVID A. SCHMIDT
KS PE # 21620

LAND SURVEYOR

CORNERSTONE REGIONAL SURVEYING, LLC
1921 NORTH PENN
INDEPENDENCE, KANSAS 67301
(620) 331-6767

PROFESSIONAL LAND SURVEYOR
RODNEY R. ZINN
LS # 1559



REV	DATE	DESCRIPTION	DRW	CK	APPV	ISSUED FOR CONSTRUCTION
			CRK	M/S	SAS	
0	12/18/20					

SCALE: 1"=120'
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT: STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
 TITLE: COVER SHEET



SHEET	REV
C01.01	0

Dec 17, 2020 - 3:40pm

CK/ile

\\aztec.us\public\Phoenix\Projects\azene2043-mso-kingfield-portfolio\06-stranger\CADD\C01.00 STRANGER COVER.R00.dwg

GENERAL NOTES

- 1. ALL WORK DETAILED ON THESE PLANS AND PERFORMED UNDER THIS CONTRACT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT. WHERE INDICATED, STATE AND/OR LOCAL STANDARD SPECIFICATIONS SHALL APPLY.
2. THE CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, RULES AND REGULATIONS WHICH APPLY TO THE CONSTRUCTION OF THESE IMPROVEMENTS.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AGAINST THE PROVIDED SURVEY INCLUDING THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS INCLUDING ALL UNDERGROUND UTILITIES. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
4. THE CONTRACTOR SHALL CONTACT LINE LOCATING SERVICE FOR THE LOCATION OF EXISTING UTILITIES TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION.
5. ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS AND OTHER UTILITY LINES, CABLES AND APPURTENANCES ENCOUNTERED DURING CONSTRUCTION THAT REQUIRE RELOCATION SHALL BE COORDINATED WITH THAT UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY ADJUSTMENTS.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. CONSTRUCTION SHALL NOT OCCUR IN ANY PUBLIC RIGHTS OF WAY, PUBLIC OR PRIVATE EASEMENTS, BEYOND THE LIMITS OF DISTURBANCE, OR OUTSIDE THE PROPERTY LIMITS WITHOUT A PERMIT.
8. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT SHALL NOT OBSTRUCT DRIVEWAYS OR DESIGNATED TRAFFIC LANES. THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY. OVERNIGHT PARKING OF CONSTRUCTION VEHICLES ON PRIVATE PROPERTY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FOR THE PROJECT PRIOR TO COMMENCING CONSTRUCTION.
10. ALL PROPERTY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL DISTURBED PROPERTY MARKERS MUST BE RESET BY A REGISTERED LAND SURVEYOR.
11. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT PRIOR TO THE START OF THE PROJECT CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE AGENCIES RESPONSIBLE FOR AIR, NOISE, AND WATER QUALITY CONTROL REGULATIONS TO DETERMINE THE STANDARDS WHICH SHALL ADHERE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL OBTAIN, PREPARE, SUBMIT ALL FORMS, APPLICATIONS PERMITS, AND/OR PLANS REQUIRED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS CONTROLLING POLLUTION OF THE ENVIRONMENT. THE CONTRACTOR SHALL ALSO MODIFY ALL PLANS, PERMITS, FORMS, APPLICATIONS AS REQUIRED, AS SITE CONDITIONS CHANGE TO STAY IN COMPLIANCE WITH THESE LAWS AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RECORD KEEPING AND/OR INSPECTIONS ASSOCIATED WITH THESE LAWS AND REGULATIONS. THE CONTRACTOR SHALL PROVIDE THE OWNER ONE ADDITIONAL COPY OF EACH REQUIRED PLAN, SUBMITTED FORM OR APPLICATION, AND PLAN UPDATE AS THEY ARE SUBMITTED. THE CONTRACTOR SHALL ALSO MODIFY THE "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) AS REQUIRED. PERFORMANCE OF THESE RESPONSIBILITIES ARE INCIDENTAL TO CONSTRUCTION OF THE PROJECT AND NO SEPARATE PAYMENT WILL BE MADE.
12. BEFORE COMMENCING CONSTRUCTION, CONTRACTOR SHALL LOCATE, POTHOLE AND MEASURE DEPTH TO TOP OF ALL EXISTING, UNDERGROUND WET & DRY UTILITIES AT PROPOSED CROSSING LOCATIONS, ACCORDING TO THE CONTRACT DOCUMENTS OR AS SPECIFIED BY THE UTILITY OWNER. CONTRACTOR SHALL PROVIDE ENGINEER AND OWNER WITH AN "AS-BUILT" PLAN OF ALL INFORMATION, AND RECEIVE FORMAL APPROVAL BEFORE STARTING WORK.
13. CONTRACTOR TO ENSURE ALL WORK PERFORMED IS IN ACCORDANCE WITH EXISTING PROJECT PERMITS, STUDIES AND REPORTS PROVIDED IN THE CONTRACT DOCUMENTS.
14. CONTRACTOR SHALL DETERMINE THE SOURCE OF AND SECURE APPROVAL OF CONSTRUCTION WATER AS NECESSARY TO COMPLETE THE PROJECT.

QUANTITIES

- FENCED AREA = 5.29 ACRES
AREA OF DISTURBANCE = 0.60 ACRES
VOLUME OF AGGREGATE BASE = 90 C.Y.
LINEAR DISTANCE OF ACCESS ROADS = 198 FEET
LENGTH OF FENCE = 1,935 FEET
NUMBER OF GATES = 1 DRIVE
VEHICLE TRACKING CONTROL (VTC) = 15 C.Y.
CONCRETE WASHOUT AREA (CWA) = 1 EA
LENGTH OF SILT FENCE = 914 LF
LENGTH OF STRAW WATTLES = 558 LF

EARTHWORK

- CUT: 194 C.Y.
FILL: 93 C.Y.
NET: 101 C.Y. (CUT)

SITE PREPARATION AND GRADING NOTES:

- 1. THE CONTRACTOR SHALL BE REQUIRED TO CLEAR AND GRUB AREAS DESIGNATED ON THE PLANS. REMOVE ALL TREES, STUMPS, BRUSH, AND DEBRIS WITHIN PROJECT AREAS INCLUDING THE ARRAYS, TRAILER/PARKING AREA, EQUIPMENT/SUBSTATION AREA, AND ROADWAY AREAS. ALL EXCAVATIONS DUE TO CLEARING AND GRUBBING ACTIVITIES SHOULD BE BACKFILLED WITH COMPACTED ENGINEERED FILL.
2. THE CONTRACTOR SHALL PRESERVE OTHER EXISTING VEGETATION TO BE SAVED TO THE MAXIMUM EXTENT PRACTICABLE. ANY VEGETATION THAT IS REMOVED SHALL ONLY BE ALLOWED WITHIN THE PROJECT BOUNDARY. THE CONTRACTOR IS TO REMOVE ONLY THAT VEGETATION WHICH SHALL BE DESIGNATED BY THE OWNERS REPRESENTATIVE FOR REMOVAL, AND SHALL EXERCISE CARE AROUND EXISTING VEGETATION TO BE SAVED. CONSTRUCTION FENCING MAY BE INSTALLED TO PROTECT AREAS THAT ARE NOT TO BE DISTURBED.
3. STRIP AND REMOVE EXISTING VEGETATION AND OTHER DELETERIOUS MATERIALS FROM ALL ROADWAY, AREAS OF FILL, PARKING AND TRAILER AREAS THROUGH THE ROOT ZONE. TOPSOIL SHALL NOT BE STRIPPED OUTSIDE OF THE DESIGNATED CLEARING AND GRUBBING AREAS. STRIPPED MATERIALS CONSISTING OF VEGETATION AND ORGANIC MATERIALS SHOULD BE WASTED FROM THE SITE OR USED TO REVEGETATE LANDSCAPED AREAS OR EXPOSED SLOPES AFTER COMPLETION OF GRADING OPERATIONS. IF IT IS NECESSARY TO DISPOSE OF ORGANIC MATERIALS ON-SITE THEY SHOULD BE PLACED IN NON-STRUCTURAL AREAS.
4. EMBANKMENT CONSTRUCTION SHALL CONSIST OF THE PLACING OF ENGINEERED FILL MATERIAL, AFTER TOPSOIL STRIPPING, ABOVE THE EXISTING GRADE. GENERALLY, EMBANKMENTS SHALL HAVE COMPACTED SUPPORT SLOPES OF FOUR FEET HORIZONTAL TO ONE FOOT VERTICAL OR AS IDENTIFIED ON THE GRADING PLANS. THE MATERIAL FOR EMBANKMENT CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THIS MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12".
5. ALL SLOPES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GRADING SHOWN ON THE PLANS.
6. EXPOSED SURFACES SHOULD BE FREE OF MOUNDS AND DEPRESSIONS WHICH COULD PREVENT UNIFORM COMPACTION.
7. NO BURNING OF DEBRIS IS ALLOWED WITHOUT THE NECESSARY PERMITS FROM AUTHORITIES HAVING JURISDICTION (AHJ) AND APPROVAL BY THE OWNER.
8. EXPOSED AREAS WHICH WILL RECEIVE STRUCTURAL FILL, ONCE PROPERLY CLEARED, SHOULD BE INSPECTED BY GEOTECHNICAL ENGINEER OR AUTHORIZED REPRESENTATIVE TO ENSURE THE NATIVE SOIL IS FREE OF GROUNDWATER, ORGANICS, SOFT/LOOSE SOIL, DEBRIS (FILL), LOOSE ROCK OR SOIL CLODS GREATER THAN 3 INCHES IN MAXIMUM DIMENSION, AND OTHER DELETERIOUS MATERIALS.
9. PRIOR TO PLACING FILL, SURFACE COMPACT SUBGRADE USING A VIBRATORY SMOOTH-DRUM ROLLER OR WALK-BEHIND PLATE COMPACTOR. SUBGRADE SHALL BE MOISTURE CONDITIONED AS NEEDED AND COMPACTED TO 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698) TO A DEPTH OF 1 FOOT.
10. WITHIN PV ARRAY FILL AREAS, UNSUITABLE SUBGRADE MUST BE OVER-EXCAVATED AND REPLACED WITH SUITABLE ENGINEERED FILL OR NATIVE GRANULAR SOIL.
11. MINIMUM DEPTH OF OVER-EXCAVATION SHOULD EXTEND TO THE DEPTH OF THE UNSUITABLE SUBGRADE MATERIAL ENCOUNTERED.
12. THE OVER-EXCAVATION SHOULD BE BACKFILLED UP TO THE REQUIRED ELEVATION PER GRADING PLANS WITH SUITABLE ENGINEERED FILL OR NATIVE GRANULAR SOIL, PLACED IN 12 INCH LOOSE LIFTS. BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY AND BETWEEN -3% AND +3% OF OPTIMUM MOISTURE CONTENT, AS DETERMINED BY THE STANDARD PROCTOR MAXIMUM DRY DENSITY TEST (ASTM D628).
13. THE MOISTURE CONTENT AND COMPACTION OF SUBGRADE SOILS SHOULD BE MAINTAINED UNTIL FILL PLACEMENT.
14. ONSITE SOILS OR APPROVED IMPORTED MATERIAL MAY BE USED AS SUBGRADE MATERIAL FOR SITE GRADING.
15. ENGINEERED FILL SHALL CONSIST OF GRANULAR SOIL WITH LESS THAN 10% PASSING THE NO. 200 SIEVE. CLAYEY SAND, LEAN CLAY OR FAT CLAY SHOULD NOT BE USED FOR ENGINEERED FILL DUE TO MOISTURE SENSITIVITY. ONSITE SOIL MEETING THIS CRITERIA MAY BE USED AS ENGINEERED FILL PROVIDED THE MATERIAL IS FREE OF ORGANICS AND PARTICLES LARGER THAN 3 INCHES. SELECT IMPORTED GRANULAR FILL MAY BE USED AS ENGINEERED FILL PROVIDED THAT IT IS WELL GRADED AND CONTAINS NO CLAY BALLS, ROOTS, ORGANIC MATTER OR OTHER DELETERIOUS MATERIALS, AND MEETS THE AFOREMENTIONED SPECIFICATIONS.
16. ENGINEERED FILL SHOULD BE PLACED AND COMPACTED IN HORIZONTAL LIFTS, USING EQUIPMENT AND PROCEDURES THAT WILL PRODUCE RECOMMENDED MOISTURE CONTENTS AND DENSITIES THROUGHOUT THE LIFT. FILL LIFTS SHOULD NOT EXCEED 8 INCHES LOOSE THICKNESS. ENGINEERED FILL SHALL BE COMPACTED TO 90% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY WITH MOISTURE CONDITIONING RANGE OF -3% TO +3%.
17. TESTING AND INSPECTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW.

EROSION CONTROL NOTES:

- 1. SOIL AND WATER MANAGEMENT MEASURES SHALL BE USED DURING THE CONSTRUCTION OF THE PLANT TO MINIMIZE SOIL EROSION AND THE DISCHARGE OF SEDIMENT AND OTHER CONTAMINANTS INTO THE SOIL AND/OR WATERS.
2. ALL EROSION AND SEDIMENTATION CONTROL WORKS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE SWPPP AND CONSTRUCTED IN A MANNER CONSISTENT WITH STORM WATER MANAGEMENT.
3. ALL SUBCONTRACTORS SHALL BE INFORMED OF THEIR RESPONSIBILITIES TO REDUCE THE POTENTIAL FOR SOIL EROSION AND SEDIMENT CONTAMINATION.
4. THE TOP LAYER OF THE EXCAVATED SOIL WILL BE STORED SEPARATELY FROM THE SUBSOIL AND WILL BE REPLACED SUCH THAT IT WILL REPLICATE THE ORIGINAL PROFILE AS CLOSELY AS POSSIBLE TO ASSIST IN RAPID RE-VEGETATION.
5. SITE STABILIZATION, REHABILITATION AND RE-VEGETATION WILL BE CARRIED OUT PROGRESSIVELY DURING THE OPERATION TO ENSURE THAT THE SOILS STABILIZE AS SOON AS POSSIBLE. THIS WILL MINIMIZE THE INFESTATION OF WEEDS, SEDIMENTATION, AND EROSION, WHICH DEGRADE THE HABITAT.
6. ALTERED AREAS WILL BE IDENTIFIED AND USED PREFERABLY FOR ACCESS TO VEHICLES AND MACHINERY, STORAGE OF MATERIALS, AND STORAGE OF CLEAN VEGETATION.
7. WHEN DITCHES ARE TO BE DUG AND FILLED IN AREAS WITH GOOD VEGETATION, THE ORGANIC MATTER SHOULD BE REMOVED AND STORED IN WET, SHADED CONDITIONS AND REPLACED WITH THE PROGRESS OF THE WORK. THE STORAGE TIME SHOULD BE MINIMIZED SUCH THAT RESTORATION OR THE SOIL IS MAXIMIZED.
8. EXCESS VEGETATION SHALL BE MAINTAINED AND USED FOR THE REHABILITATION OF THE SITE.
9. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AND MODIFIED AS NECESSARY THROUGHOUT THE COURSE OF THE PROJECT IN ORDER TO MINIMIZE SOIL AND WATER IMPACTS. ANY DISCHARGES FROM THE SITE SHALL BE MANAGED TO ENSURE THAT THE WATER QUALITY CRITERIA ARE MET ACCORDING TO THE APPLICABLE REGULATIONS.
10. A WATER TRUCK SHALL BE USED ROUTINELY TO WET ALL ACCESS ROADS, STOCK PILED DIRT, AND DISTURBED AREAS AS APPROPRIATE TO CONTROL DUST AND PREVENT SOIL LOSS.
11. ENVIRONMENTALLY ACCEPTABLE STABILIZATION AND/OR DUST MITIGATION TECHNIQUES SHALL BE USED IF SURFACE WETTING PROVES TO BE INEFFECTIVE.
12. EXCESS SUBSOIL SHALL BE SPREAD ONSITE.
13. TEMPORARY STABILIZATION SHOULD BE CARRIED OUT IN ALTERED AREAS WHICH ARE LIKELY TO REMAIN UNATTENDED FOR MORE THAN 30 DAYS DURING CONSTRUCTION.
14. AFTER COMPLETION OF CONSTRUCTION, PERMANENT REHABILITATION IN DISTURBED AREAS SHALL BE COMPLETED AS SOON AS POSSIBLE IN ACCORDANCE WITH THE FOLLOWING:
a. THE CONTRACTOR MUST IMPLEMENT RE-VEGETATION AND REHABILITATION FOR ALL AREAS WITHIN THE SITE FOOTPRINT THAT ARE DISTURBED DURING CONSTRUCTION, EXCEPT FOR AREAS OF CONTINUOUS OPERATION.
b. THE CONTRACTOR SHALL ENSURE THAT ALL RE-VEGETATION MEASURES ARE PROGRESSIVELY IMPLEMENTED WHERE POSSIBLE AND IN ALL CASES WITHIN SIX MONTHS AFTER CESSATION OF CONSTRUCTION ACTIVITIES.
c. UNLESS OTHERWISE AGREED BY THE OWNER, THE CONTRACTOR MUST MONITOR AND MAINTAIN THE HEALTH OF ALL RE-VEGETATED AREAS UNTIL THE PLANTATIONS HAVE BEEN VERIFIED BY AN INDEPENDENT EXPERT WHOSE APPOINTMENT HAS BEEN ACCEPTED BY THE DIRECTOR GENERAL.
15. ANY FUEL OR CHEMICAL STORED ON SITE MUST BE IN ACCORDANCE WITH THE ENVIRONMENTAL AWARENESS OF WORKERS AND CATEC COMPLIANCE TRAINING AND APPLICABLE STANDARDS ACCORDING TO THE FOLLOWING TOPICS:
a. THE STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS, CORROSIVE SUBSTANCES, TOXIC SUBSTANCES, AND LIQUIDS.
b. ENVIRONMENTAL COMPLIANCE REPORT: ADMINISTRATION, STORAGE, HANDLING AND SPILLAGE OF CHEMICAL LIQUIDS.
16. A COMPACTED GRAVEL ACCESS ROAD WILL BE CONSTRUCTED TO THE ENTRANCE OF THE STABILIZED SITE IN ORDER TO AVOID DUST GENERATION IN THE LOCATION SHOWN IN THE ATTACHED PLANS.
17. STOCKPILES WILL BE CONSTRUCTED IN ACCORDANCE WITH STORM WATER MANAGEMENT AND INDUSTRY BEST PRACTICES. ALL STOCKPILES WILL BE DELINEATED WITH SEDIMENT FENCES.
18. SEPARATE STOCKPILES SHOULD BE USED FOR THE TOPSOIL AND SUBSOIL (IF APPLICABLE). THE STRUCTURES FOR THE DIVERSION OF RAINWATER WILL BE INSTALLED UPHILL FROM THE STORAGE LOCATION AS NECESSARY. THE DIVERSION STRUCTURES WILL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE STORM WATER MANAGEMENT PLAN (SWPPP).
19. SILT FENCES OR OTHER APPROPRIATE EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED ON THE DOWNWARD SIDE OF THE PILES. STORM WATER DRAINS ON AN UPWARD SLOPE WILL BE INSTALLED AS NEEDED.
20. CLEARLY VISIBLE "SILT FENCE" GEOTEXTILE BARRIERS OR APPROPRIATE ZONE MARKERS WILL BE INSTALLED AS SHOWN IN THE PLANS, AND IN ANY OTHER PLACE WITHIN THE SOLAR PLANT AT THE DISCRETION OF THE CONTRACTOR (IN CONSULTATION WITH THE ENVIRONMENTAL ADVISOR), TO ENSURE TRAFFIC CONTROL AND RESTRICT UNNECESSARY ALTERATIONS TO THE SITE.
21. THE LENGTH OF THE SLOPE IN THE ALTERED AREAS WILL BE KEPT AS SHORT AS NECESSARY TO MINIMIZE THE RISK OF SOIL LOSS. THE APPROPRIATE LENGTH OF THE SLOPE WILL BE REGULATED BY CONSTRUCTING TEMPORARY DIVERSION THROUGH ALTERED AREAS, BY USING SILT FENCES/STRAW WADDLES OR BERMS AS NEEDED OR BY USING ANOTHER APPROPRIATE EROSION AND SEDIMENT CONTROL DEVICE.
22. TEMPORARY DIVERSION DRAINS WILL BE COMPLETED AS REQUIRED AT THE END OF EACH WORKING DAY OR WHEN HEAVY RAIN IS IMMINENT. THESE WILL BE DESIGNED TO CONTROL STORM WATER RUNOFF, WHICH INCLUDES DIVERTING CLEAN RUNOFF FROM DISTURBED AREAS AS MUCH AS POSSIBLE.
23. THE MAINTENANCE OF EROSION AND SEDIMENT CONTROL STRUCTURES IS ESSENTIAL FOR ITS CONTINUOUS OPERATION. PROPER MAINTENANCE REDUCES THE POTENTIAL RISK OF SOIL EROSION AT THE SITE, AND THE CONSEQUENT CONTAMINATION OF THE SEDIMENTS TO THE DOWNHILL AREAS.
24. THE CONTRACTOR WILL REGULARLY MAINTAIN THE REHABILITATED AREAS DURING THE CONSTRUCTION PHASE (IN ACCORDANCE WITH THE REHABILITATION AND REVEGETATION MANAGEMENT PLAN). AT THE END OF THE CONSTRUCTION PHASE, THE REHABILITATED AREAS WILL BE MANAGED BY THE OWNER / OPERATOR IN ACCORDANCE WITH THE STORMWATER MANAGEMENT PLAN UNTIL SUCH TIME AS THE PLANTATION HAS BEEN VERIFIED BY AN INDEPENDENT AND ADEQUATELY QUALIFIED EXPERT.
25. THE REHABILITATION OF THE FINAL SITE WILL BE CARRIED OUT AS SOON AS POSSIBLE AFTER THE COMPLETION OF THE WORK.
26. TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES WILL BE REMOVED ONLY AFTER REHABILITATION WORK HAS BEEN COMPLETED IN MORE THAN 90% OF THE CATCHMENT CONTRIBUTION OR WHERE STABILIZATION OF THE SITE HAS ACHIEVED A STANDARD WHERE EROSION RISK IS ELIMINATED AS FAR AS POSSIBLE.
27. MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES IN AN OPERATING CONDITION UNTIL ALL EARTHMOVING ACTIVITIES ARE COMPLETED AND THE SITE IS REHABILITATED AT THE LEVEL DESCRIBED IN SWPPP.

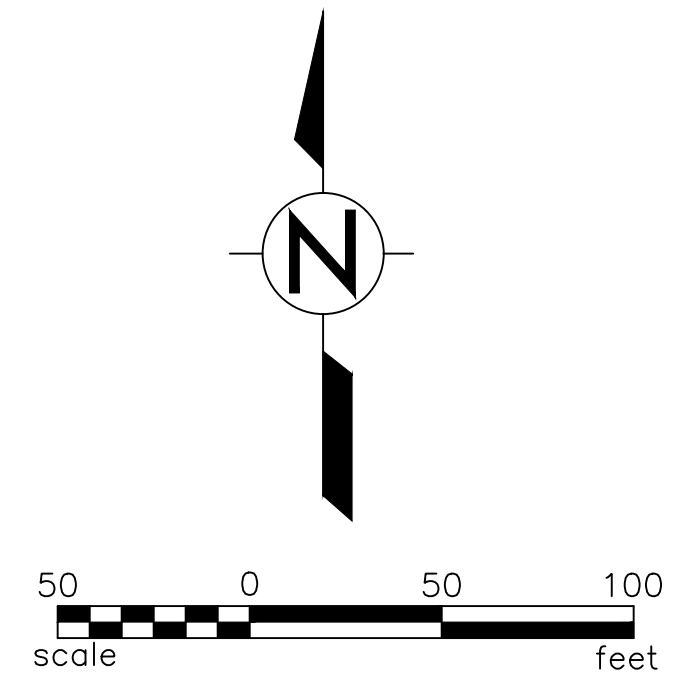
ENGINEER
AZTEC TYPASA
DEVELOPER
Today's Power
CONTRACTOR
Professional Engineer Seal: 27903, 12/18/2020

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SCALE: N/A
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT: STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
TITLE: GENERAL NOTES





ENGINEER
AZTEC TYP SA

DEVELOPER
Today's Power

CONTRACTOR

Sarah Smiley
 SA Sarah Smiley
 LICENSED
 27903
 KANSAS
 PROFESSIONAL ENGINEER
 12/18/2020

REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	MJS	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION			

SCALE: 1"=50'
 SIZE: 22"x34"
 PROJECT#: AZENE2043-06

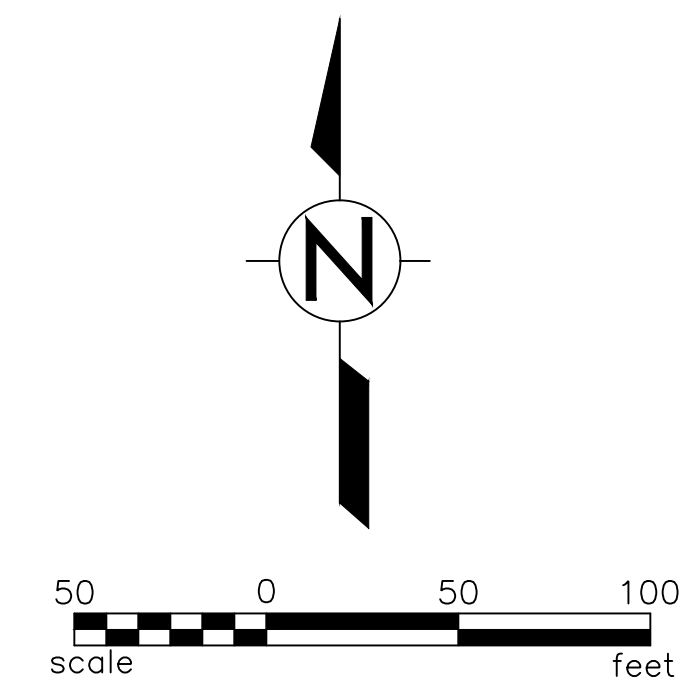
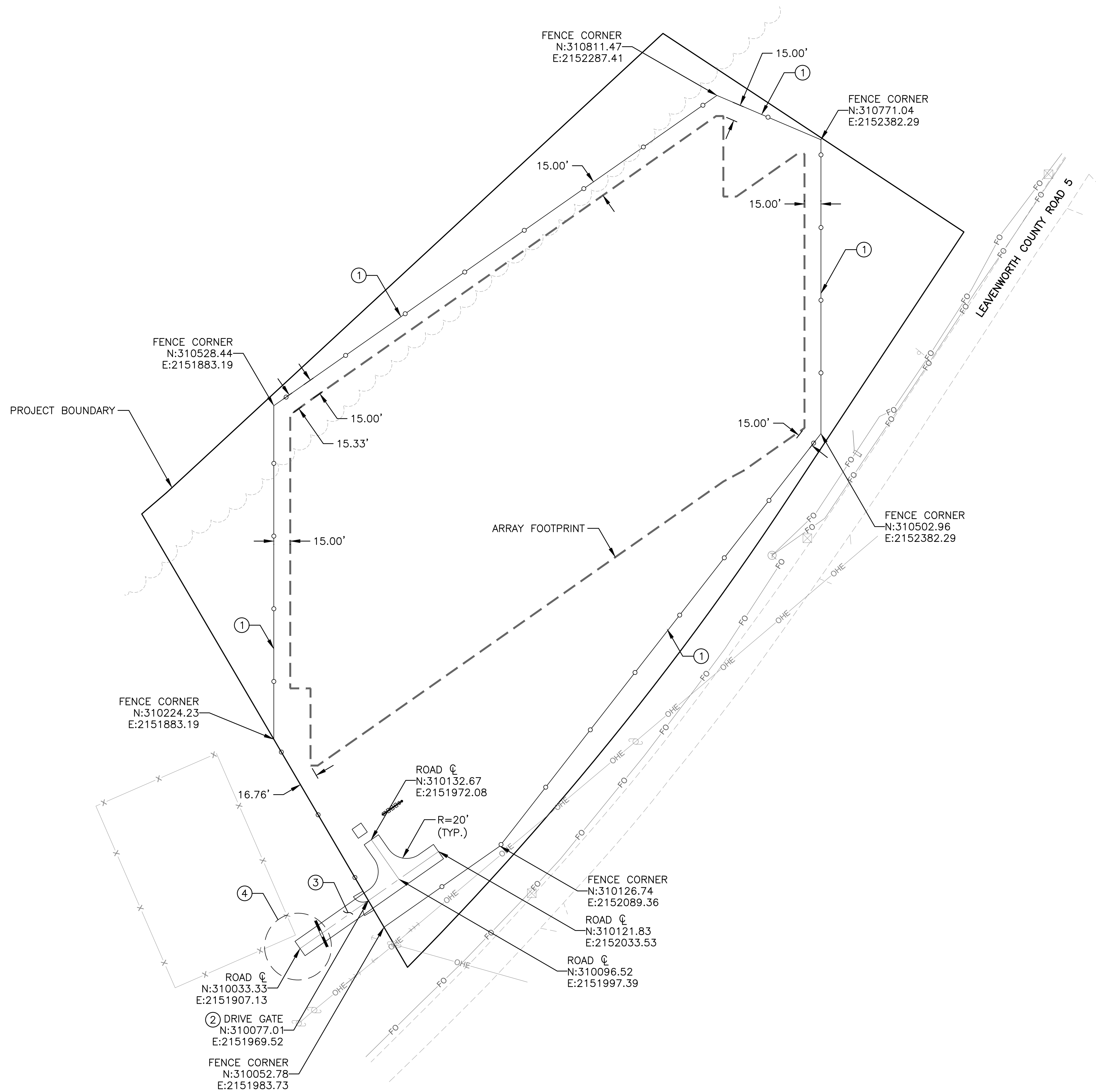
PROJECT
STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
 EXISTING CONDITIONS



SHEET
C03.01

REV
 0



- CONSTRUCTION NOTES:**
- ① CONSTRUCT 7' CHAIN LINK FENCE PER DETAIL 1 ON SHEET C08.01
 - ② CONSTRUCT 20' WIDE DRIVE GATE PER DETAIL 2 ON SHEET C08.01
 - ③ CONSTRUCT 16' WIDE ACCESS ROAD PER DETAILS 3 & 4 ON SHEET C08.01
 - ④ CONSTRUCT ENTRANCE PER ENTRANCE DETAIL ON SHEET C08.02

ENGINEER
AZTEC TYP SA

DEVELOPER
 Today's Power

CONTRACTOR

Sarah Smiley
 SARAH S. SMILEY
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 12/18/2020

REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	MJS	SAS
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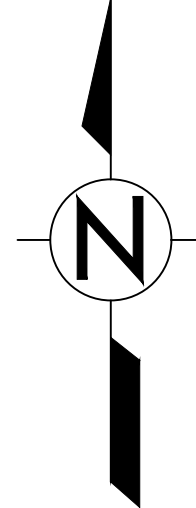
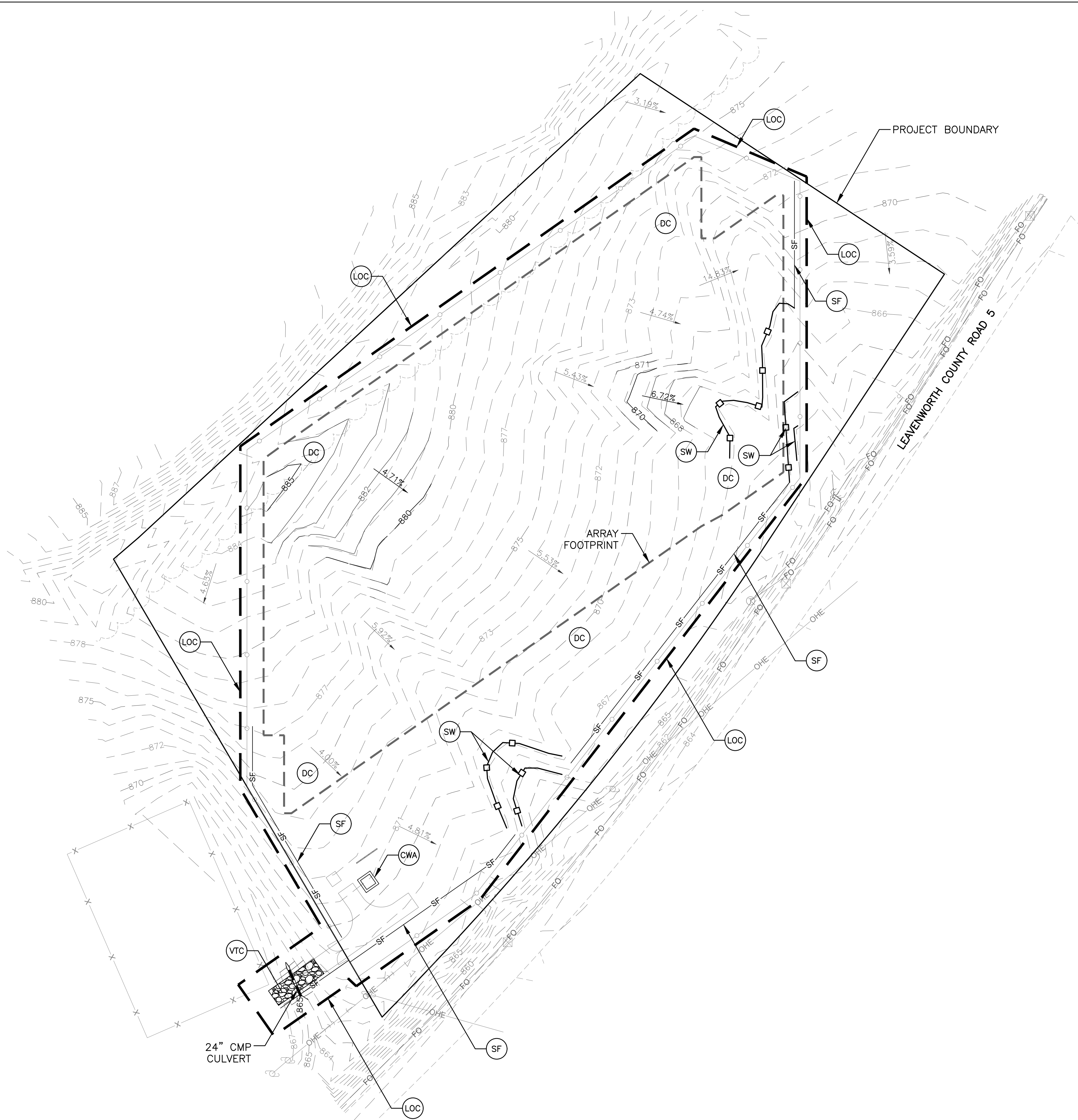
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 SIZE: 22"x34"
 PROJECT#: AZENE2043-06

PROJECT
 STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
 CIVIL SITE PLAN



SHEET C04.01
 REV 0



BMP LEGEND

- SF SILT FENCE PER DETAIL 1 ON SHEET C08.03
- (SF) SILT FENCE PER DETAIL 1 ON SHEET C08.03
- (VTC) VEHICLE TRACKING CONTROL PER DETAIL 2 ON SHEET 8.03
- (VTC) VEHICLE TRACKING CONTROL PER DETAIL 2 ON SHEET 8.03
- (LOC) LIMITS OF CONSTRUCTION
- (LOC) LIMITS OF CONSTRUCTION
- (CWA) CONCRETE WASHOUT AREA PER DETAIL 3 ON SHEET 8.03
- (CWA) CONCRETE WASHOUT AREA PER DETAIL 3 ON SHEET 8.03
- (SW) STRAW WATTLES PER DETAIL 1 ON SHEET C08.04
- (SW) STRAW WATTLES PER DETAIL 1 ON SHEET C08.04
- (DC) WIND EROSION/DUST CONTROL
- FLOW DIRECTION ARROW
- PROPOSED CULVERT
- 5510 EXISTING MAJOR CONTOUR
- 5510 EXISTING MINOR CONTOUR
- 5506 PROPOSED MAJOR CONTOUR
- 5504 PROPOSED MINOR CONTOUR

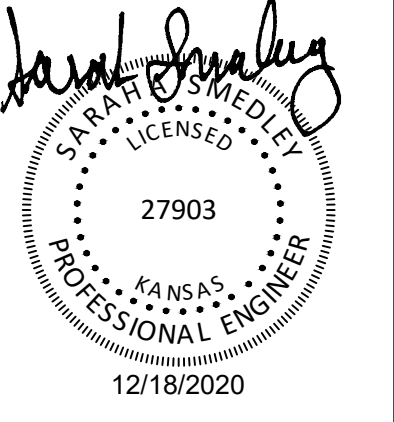
ENGINEER



DEVELOPER



CONTRACTOR



REV	DATE	DESCRIPTION	DRW	CK	APV
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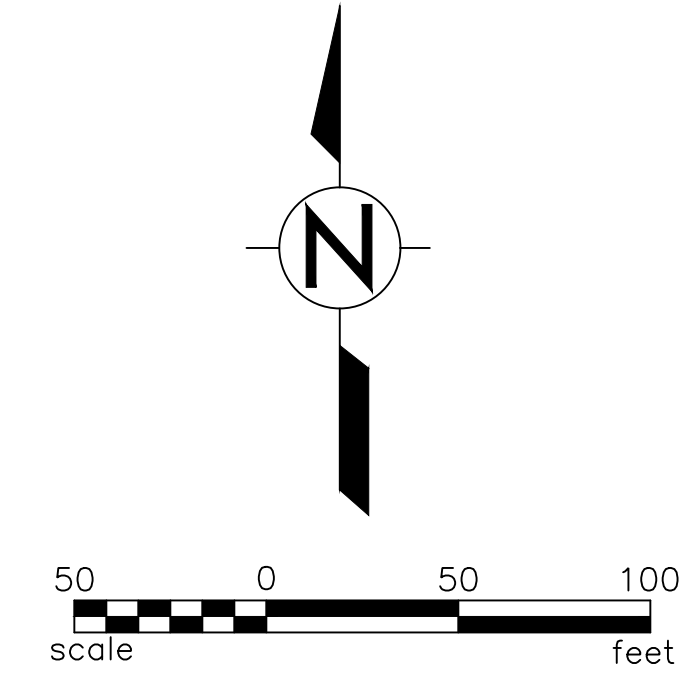
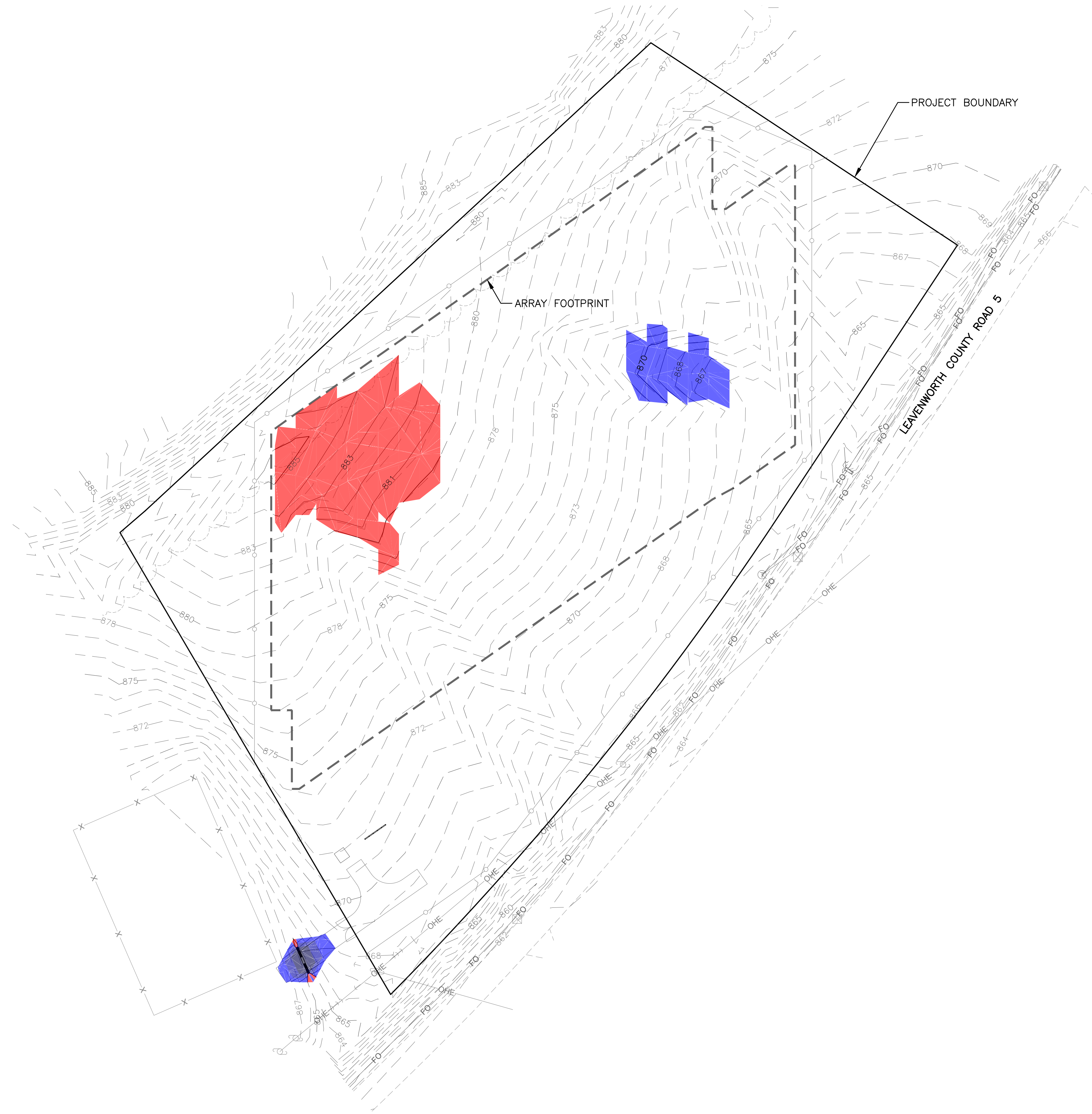
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 SIZE: 22"x34"
 PROJECT#: AZENE2043-06

PROJECT: STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE: EROSION CONTROL PLAN

SHEET: C05.01
 REV: 0





EARTHWORK LEGEND		
MIN ELEVATION	MAX ELEVATION	COLOR
-1.00	0.00	Red
0.00	1.00	Blue
1.00	2.00	Dark Blue
2.00	3.00	Very Dark Blue
3.00	4.00	Black

LEGEND

--- 5510 ---	EXISTING MAJOR CONTOUR
--- 5508 ---	EXISTING MINOR CONTOUR
--- 5506 ---	PROPOSED MAJOR CONTOUR
--- 5504 ---	PROPOSED MINOR CONTOUR

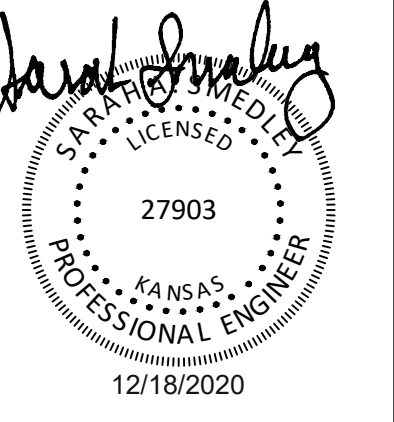
ENGINEER



DEVELOPER



CONTRACTOR



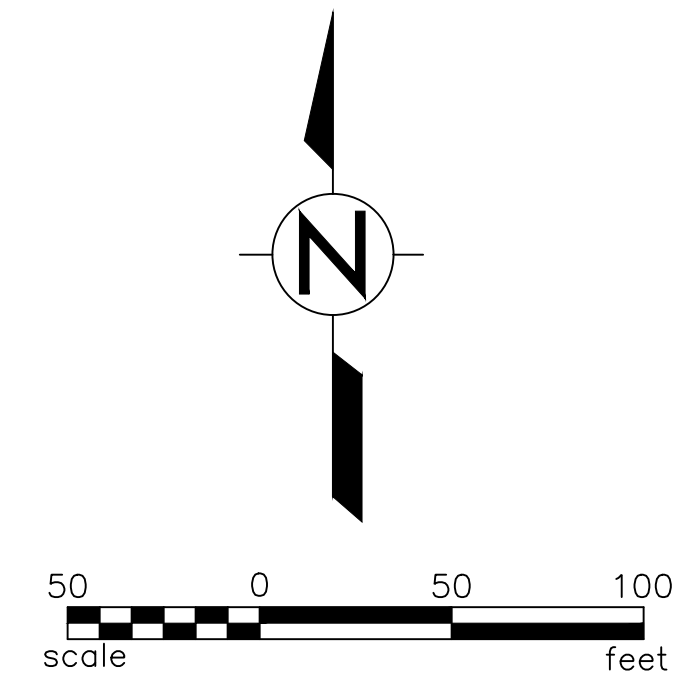
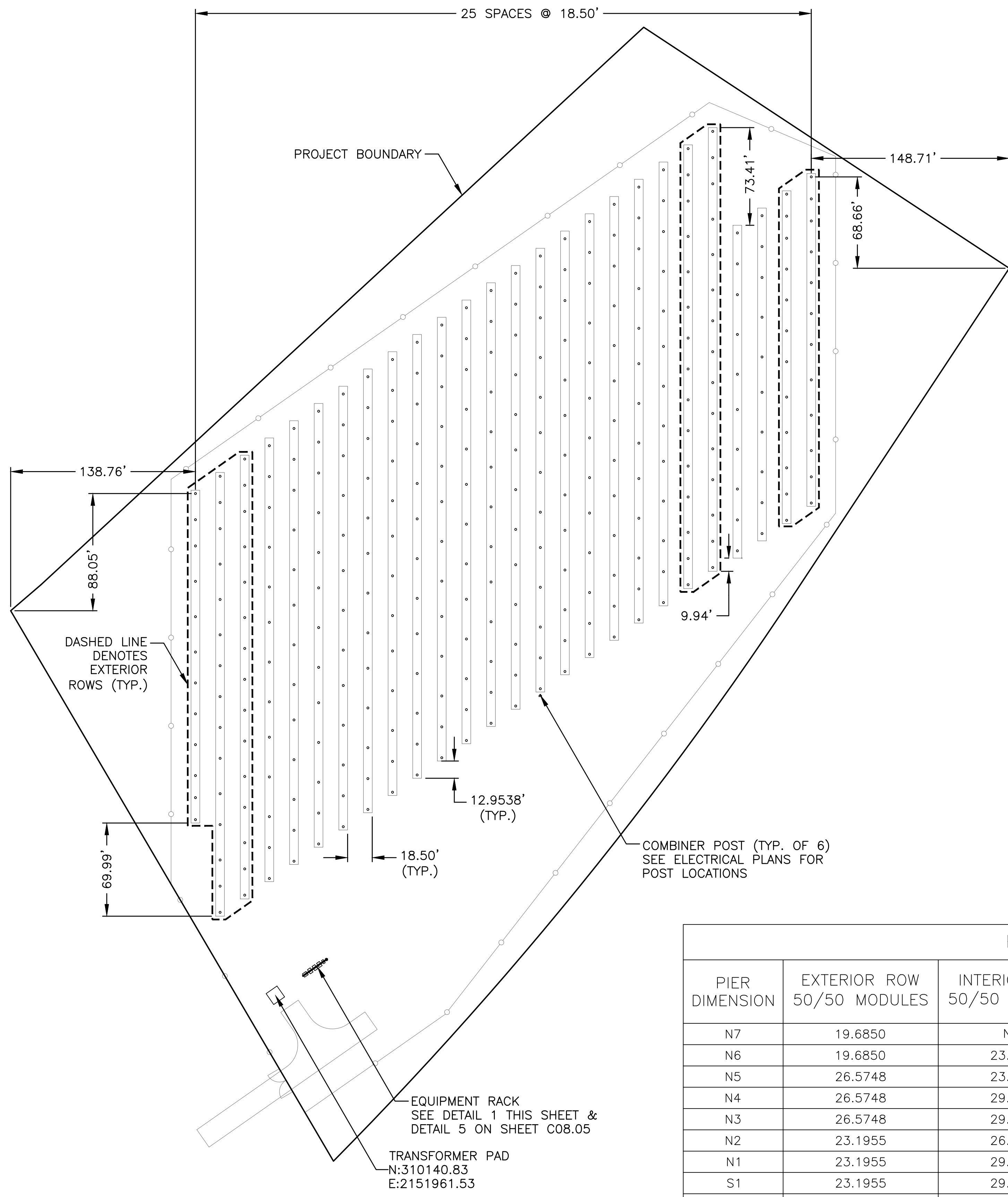
REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	MJS	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION			

SCALE: 1"=50'
 SIZE: 22"x34"
 PROJECT#: AZENE2043-06

PROJECT: STRANGER SOLAR
 LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
 TITLE: GRADING PLAN

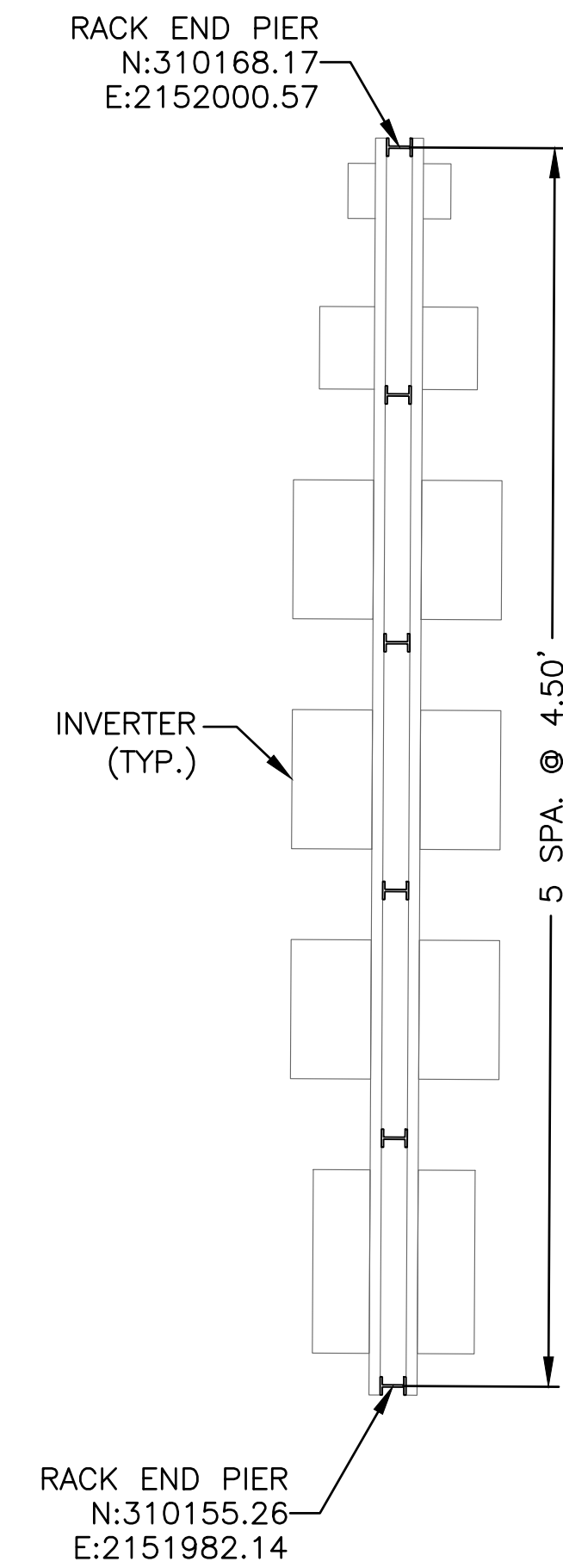
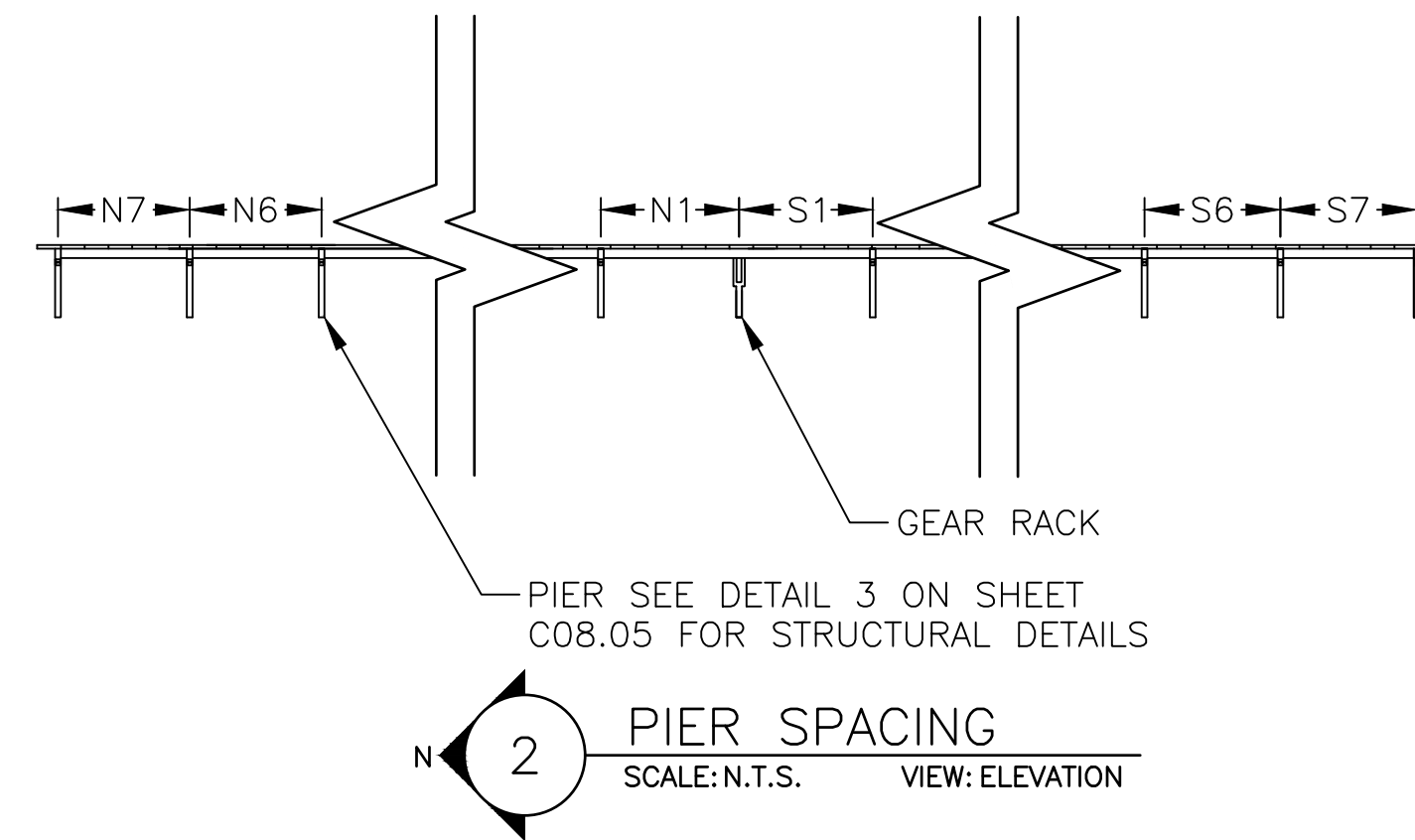
SHEET: C06.01
 REV: 0





NOTES:

1. REFERENCE ATI DRAWINGS FOR TRACKER SPECIFICATIONS.
2. SEE SHEET C08.05 FOR EQUIPMENT POST AND EQUIPMENT PADS FOUNDATION DETAILS



PIER SPACING (IN FEET)					
PIER DIMENSION	EXTERIOR ROW 50/50 MODULES	INTERIOR ROW 50/50 MODULES	EXTERIOR ROW 25/50 MODULES	INTERIOR ROW 25/50 MODULES	EXTERIOR ROW 50/25 MODULES
N7	19.6850	N/A	N/A	N/A	19.6850
N6	19.6850	23.1955	N/A	N/A	19.6850
N5	26.5748	23.1955	N/A	N/A	26.5748
N4	26.5748	29.8556	16.5682	N/A	26.5748
N3	26.5748	29.8556	16.5682	23.1955	26.5748
N2	23.1955	26.5748	23.1955	23.1955	23.1955
N1	23.1955	29.8556	23.1955	29.8556	23.1955
S1	23.1955	29.8556	23.1955	29.8556	23.1955
S2	23.1955	26.5748	23.1955	26.5748	23.1955
S3	26.5748	29.8556	26.5748	29.8556	16.5682
S4	23.1955	29.8556	26.5748	29.8556	16.5682
S5	26.5748	23.1955	26.5748	23.1955	N/A
S6	19.6850	23.1955	19.6850	23.1955	N/A
S7	19.6850	N/A	19.6850	N/A	N/A

ENGINEER

AZTEC TYP SA

DEVELOPER

Today's Power

CONTRACTOR

Samuel Smiley
S.A. SMILEY
LICENSED
27903
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PROFESSIONAL ENGINEER
12/18/2020

REV	DATE	DESCRIPTION	DRW	CK	APV
0	12/18/20	ISSUED FOR CONSTRUCTION	CRK	MJS	SAS

SCALE: 1"=50'
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT

STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE

FOUNDATION PLAN

SHEET

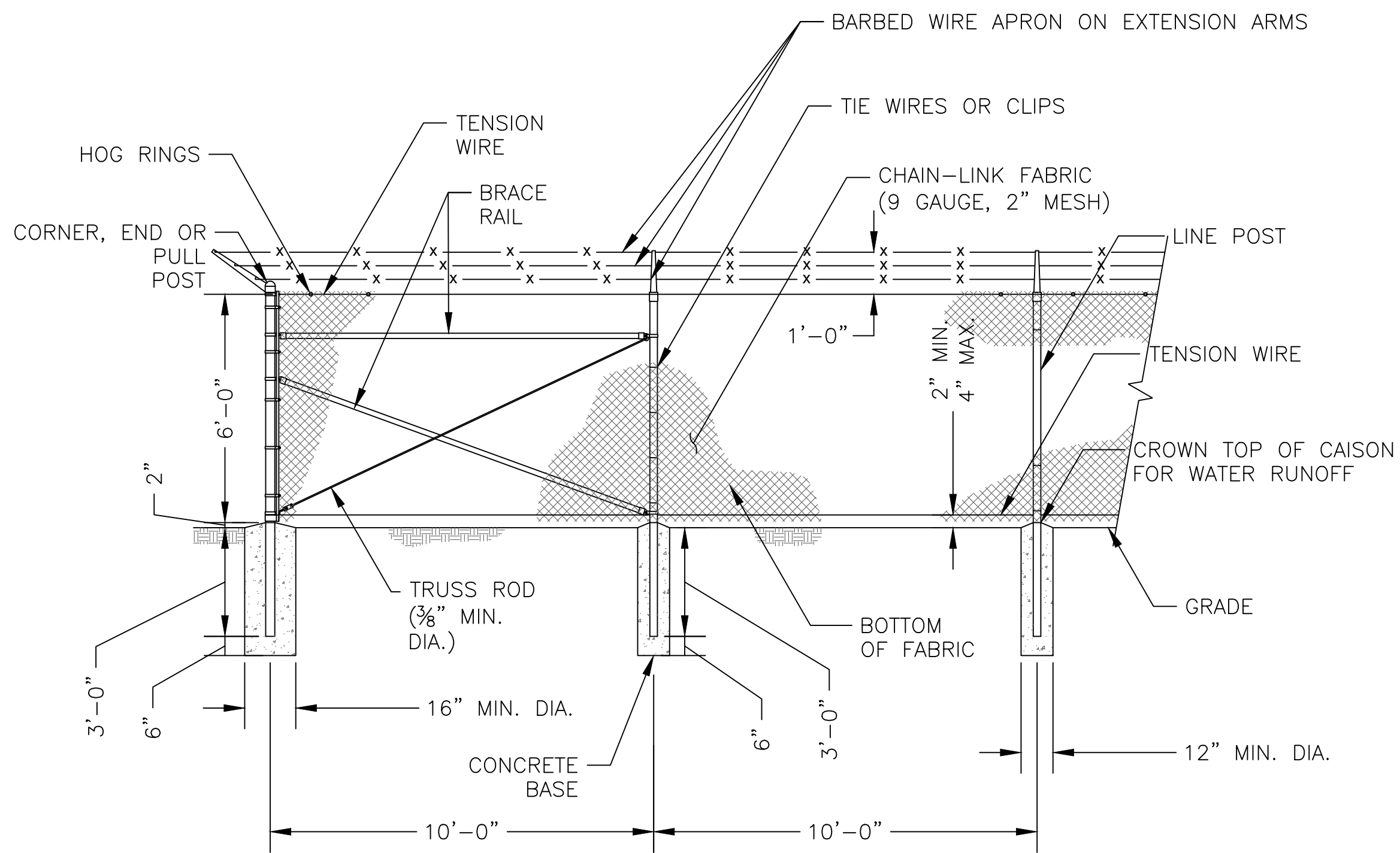
C07.01

REV

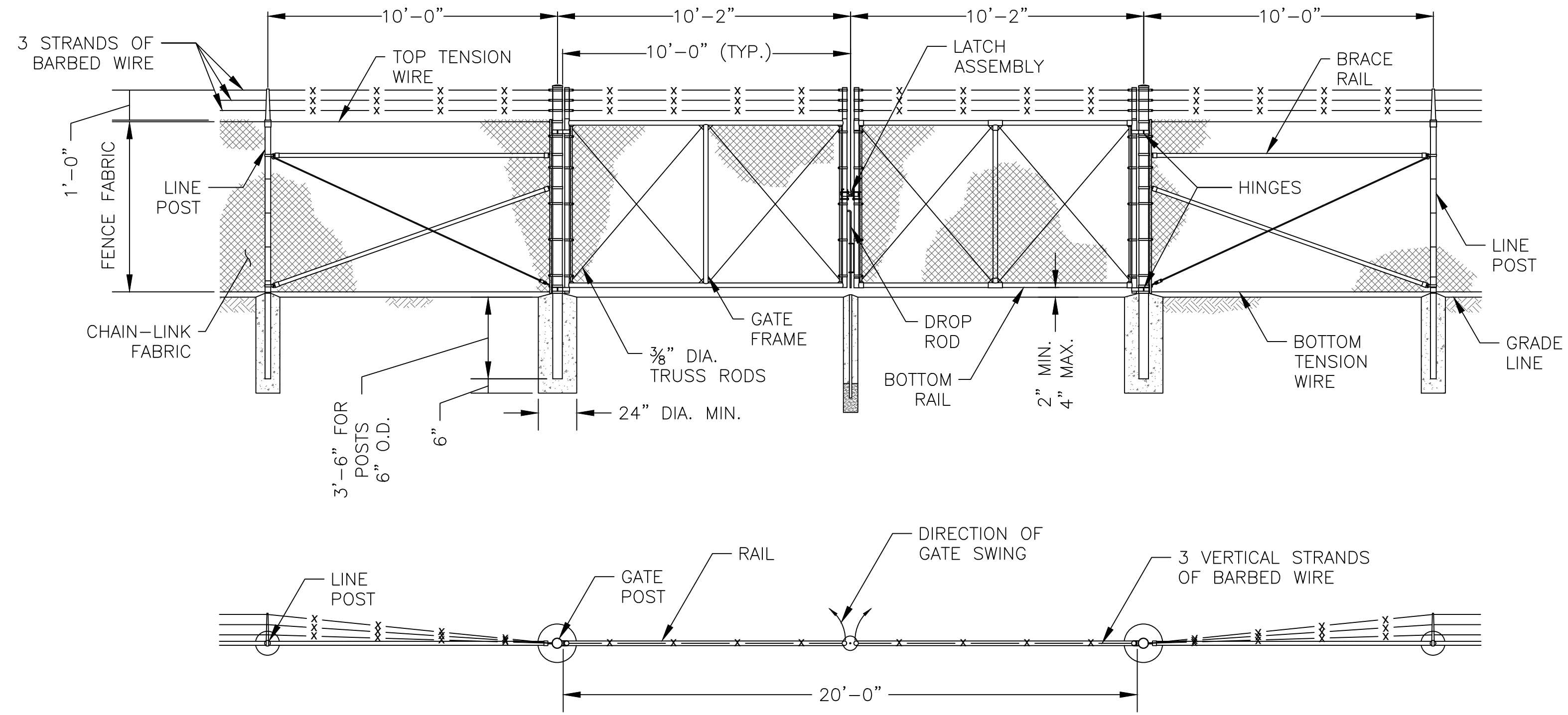
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Dec 17, 2020 - 3:41pm
CK/ile



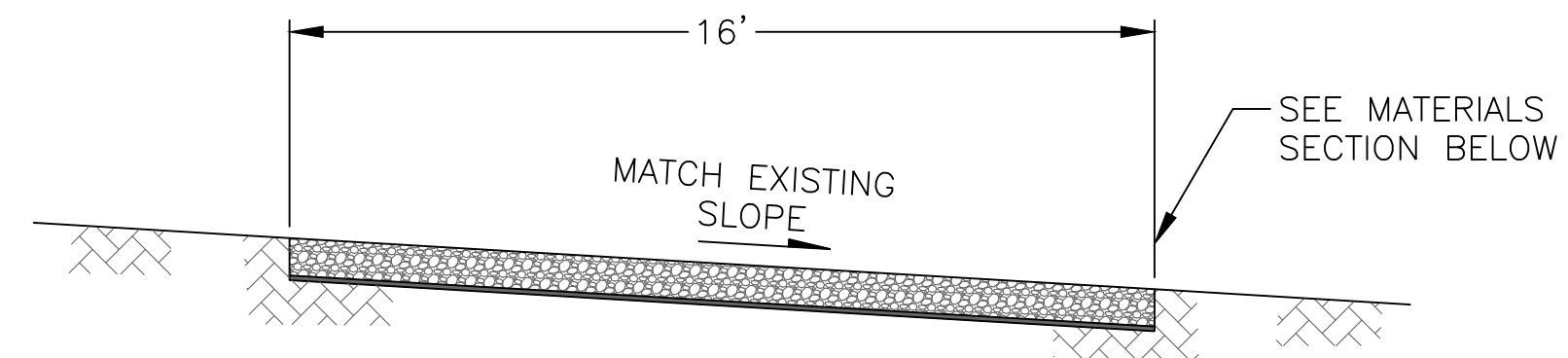
1 CHAIN-LINK FENCE
SCALE: N.T.S. VIEW: ELEVATION



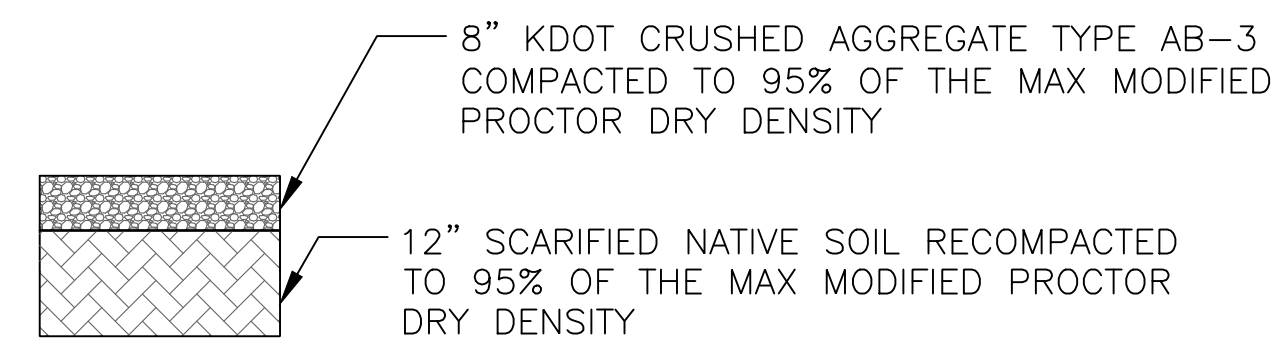
2 ACCESS GATE
SCALE: N.T.S. VIEW: PLAN & ELEVATION

GENERAL FENCING NOTES:

1. ALL STEEL OR MALLEABLE IRON PARTS AND ACCESSORIES SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 AFTER FABRICATION.
2. FABRIC - 9 GAUGE, 2 INCH MESH; GALVANIZED ASTM A392, CLASS 1; TWISTED SELVAGE ON BOTTOM, AND ON TOP.
3. POSTS AND RAIL-STEEL PIPE, ASTM F1083 STANDARD WEIGHT (SCHEDULE 40), REGULAR GRADE (YIELD STRENGTH OF 30 KSI).
4. LINE POSTS- 2 INCH OD PIPE.
5. TERMINAL POSTS (END, CORNER, AND PULL)- 2-1/2 INCH OD PIPE.
6. TOP AND BOTTOM TENSION WIRE- 7 GAUGE GALVANIZED COIL SPRING WIRE.
7. BRACES TO BE 1 5/8" SCHEDULE 40 PIPE, ASTM F1043, 30,000 PSI YIELD MINIMUM, HOT DIP GALVANIZED INSIDE AND OUT PER ASTM A120 SPECIFICATION WHICH REQUIRES A MINIMUM AVERAGE OF 1/8 OUNCES PER SQUARE FOOT, WITH PRESSED STEEL CONNECTORS AND FITTINGS.
8. ON SIDES WHERE MORE THAN ONE LINE POST IS USED, EACH BRACE IS TO BE DIAGONALLY TRUSSED, USING A 3/8" ROUND ROD WITH PRESSED STEEL CONNECTORS AND FITTINGS.
9. TIE WIRES TO BE 12 1/2 GAUGE GALVANIZED STEEL WIRE. HOG RINGS TO BE 12 1/2 GAUGE GALVANIZED STEEL.
10. ALL CONCRETE SHALL BE IN ACCORDANCE WITH ASTM F567.
11. ALL GATES SHALL HAVE TAMPER PROOF GATE HINGES AND HARDWARE.



3 SLOPED ACCESS ROAD
SCALE: N.T.S. VIEW: SECTION



4 ROAD MATERIALS
SCALE: N.T.S. VIEW: SECTION

REV	DATE	DESCRIPTION	DRW	CK	APPV	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION	CRK	MJS		

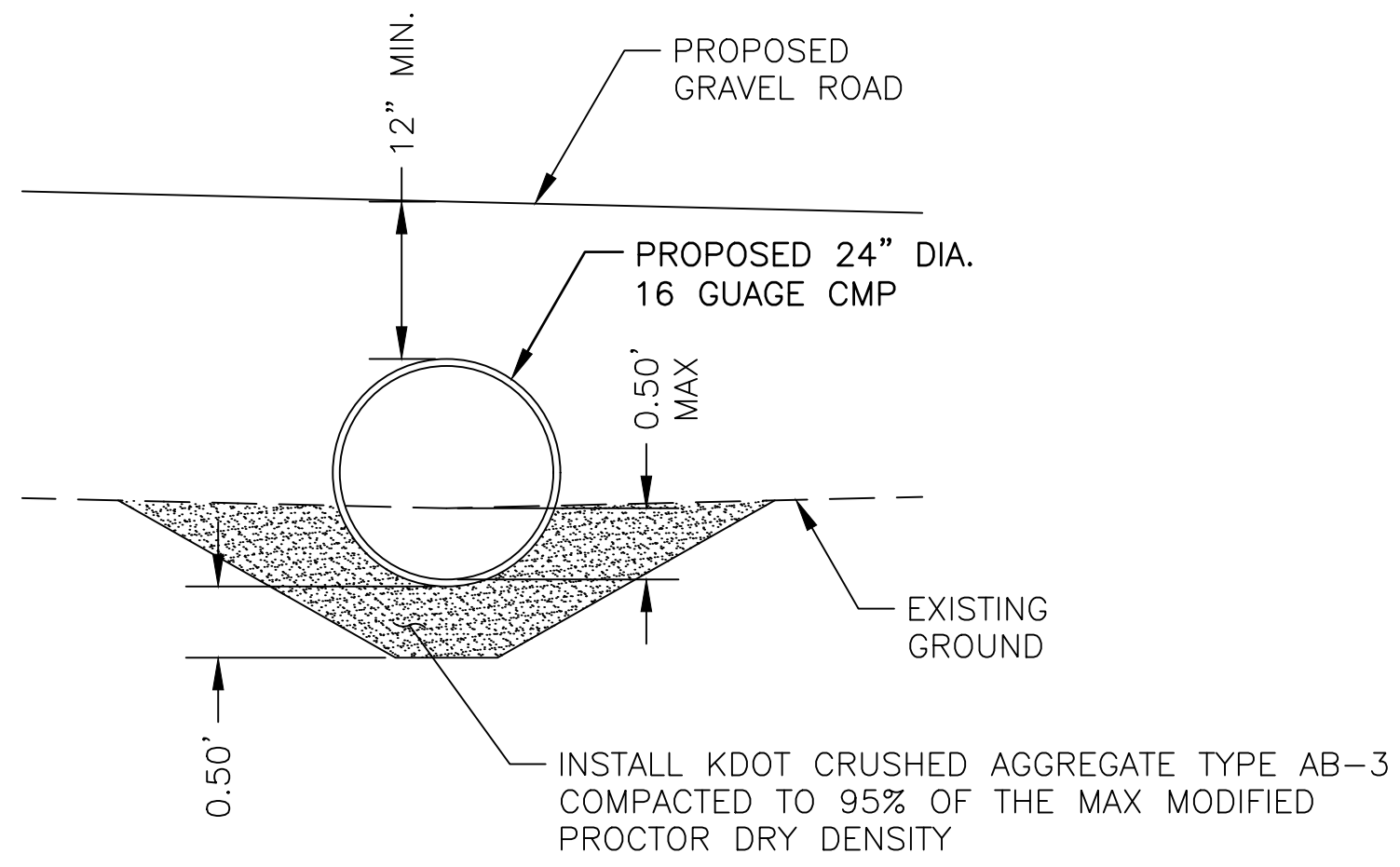
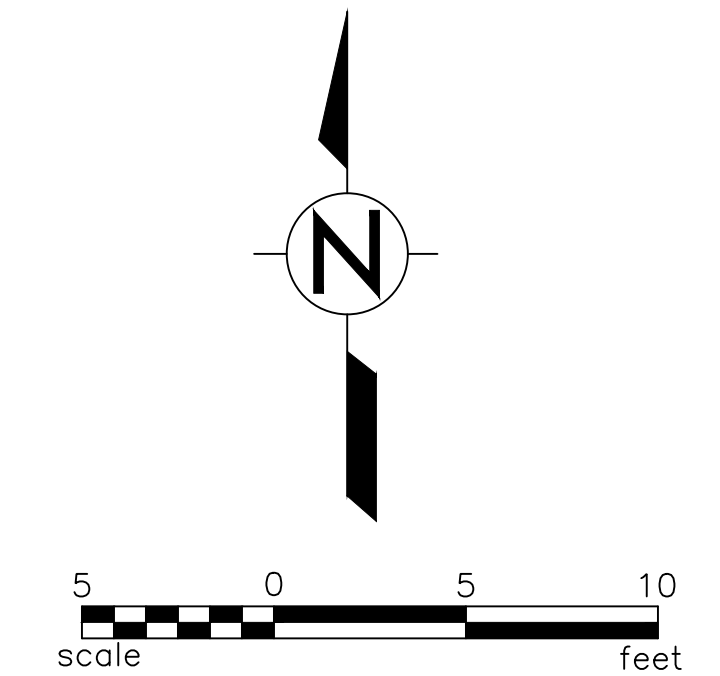
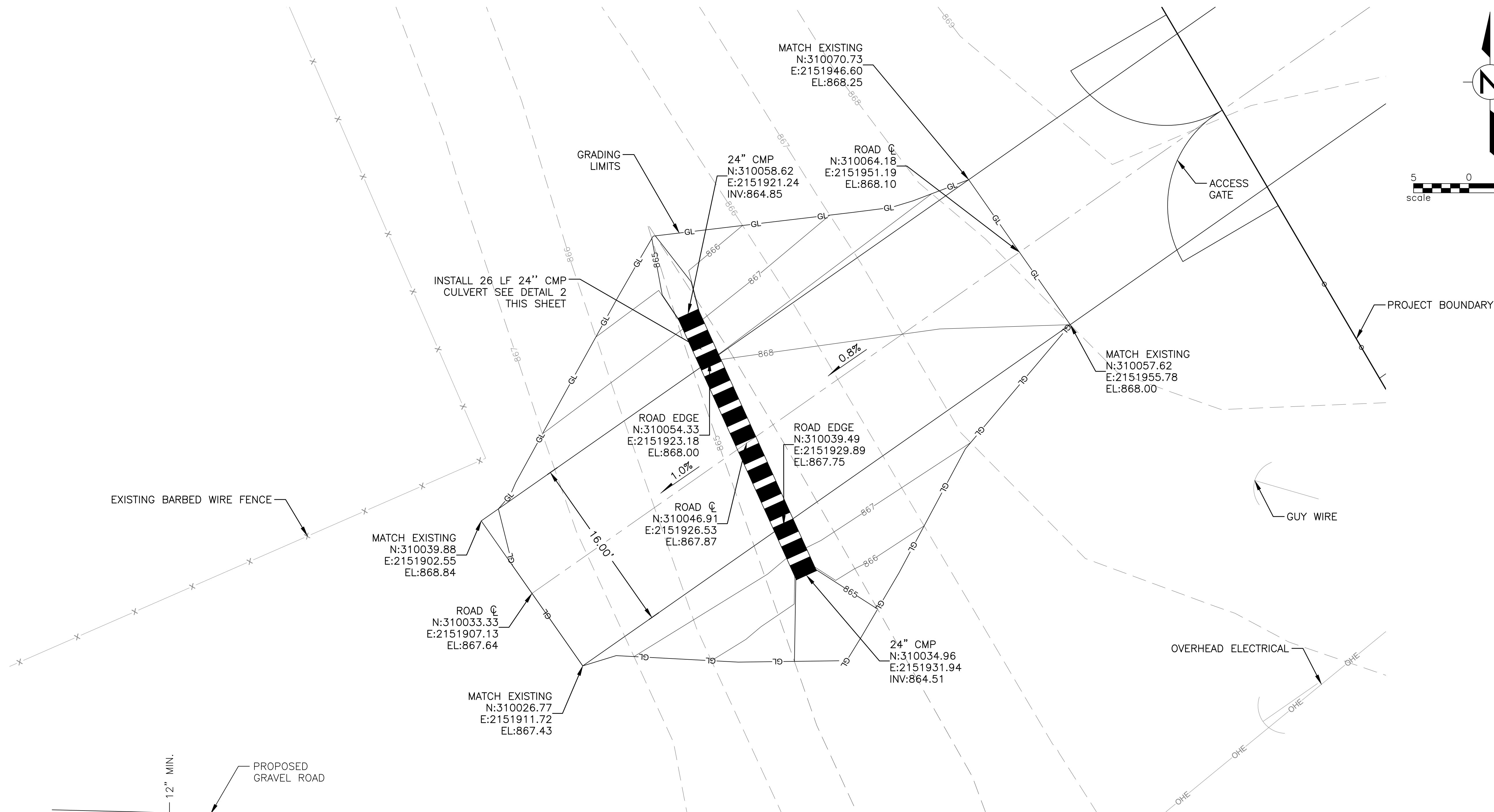
SCALE: AS SHOWN
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT
STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
ROAD & FENCE DETAILS



\\aztec.us\public\Projects\azene2043-mso-kingfield-portfolio\06-stranger\cadd\c08.00 STRANGER DETAILS_R00.dwg



1 ENTRANCE DETAIL
SCALE: 1"=5' VIEW: PLAN

2 24" CULVERT: SECTION
SCALE: N.T.S.

REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	MJS	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION			

SCALE: 1"=5'
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT
STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
ENTRANCE DETAIL



Dec 17, 2020 - 3:41pm
CKfile

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SILT FENCE NOTES:

1. GEOTEXTILE FABRIC SHALL BE A WOVEN OR NONWOVEN SYNTHETIC FIBER FABRIC COMPLYING WITH AASHTO M 288.
2. GEOTEXTILE FABRIC SHALL BE SPLICED TOGETHER WITH A SEWN SEAM ONLY AT A SUPPORT POST, OR TWO SECTIONS OF FENCE MAY BE OVERLAPPED INSTEAD.
3. THE FENCE SHOULD FOLLOW THE CONTOUR OF THE SLOPE TO THE MAXIMUM AMOUNT PRACTICABLE AND HAVE NO DIPS OR LOW AREAS WHERE WATER WILL ACCUMULATE AND POOL. POOLED WATER IS A MAJOR CAUSE OF FAILURE BECAUSE OF THE HIGH PRESSURE IT PLACES ON THE FENCE.
4. ENDS OF THE FENCE SHOULD ALWAYS BE ANGLED UP SLOPE SO WATER CANNOT FLOW AROUND THEM.
5. THE MAXIMUM UP SLOPE GRADE PERPENDICULAR TO THE FENCE LINE SHOULD NOT EXCEED 1:1.
6. INSPECT BMP'S ACCORDING TO NORMAL MAINTENANCE SCHEDULE.
7. INSPECTION SHOULD INCLUDE ENSURING FABRIC IS PROPERLY TRENCHED INTO THE GROUND AND FABRIC IS NOT TORN OR SAGGING.
8. SEDIMENT REMOVAL AND DISPOSAL IS REQUIRED WHEN SEDIMENT COVERS 1/2 OF THE HEIGHT OF THE FENCE.

VEHICLE TRACKING CONTROL NOTES:

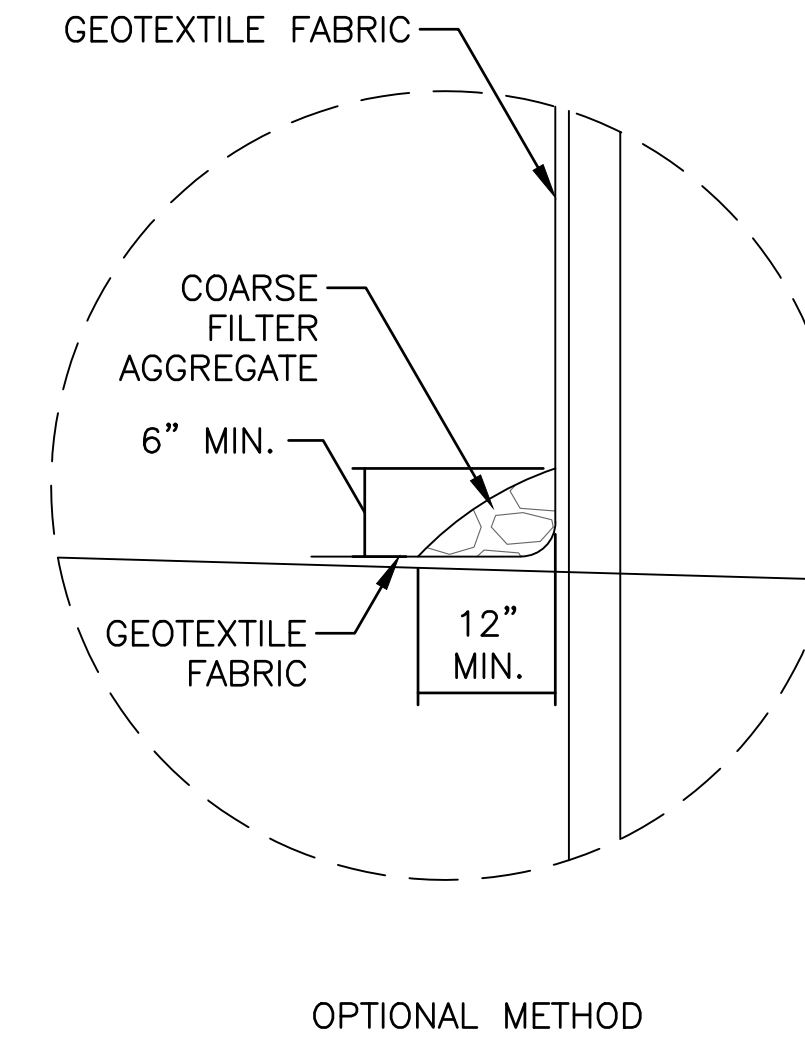
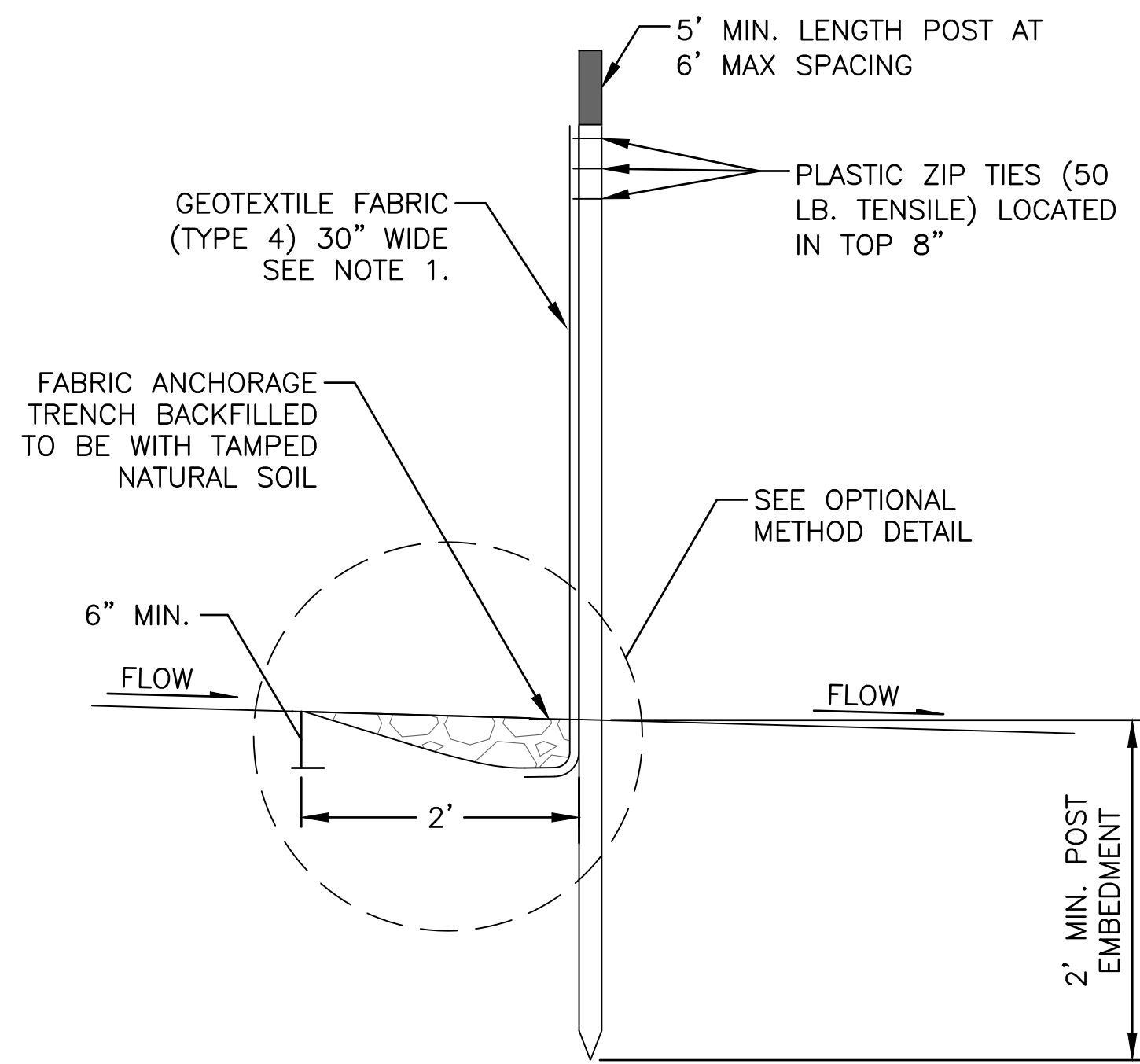
1. MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
2. IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.
3. MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS. FILTER CLOTH SHOULD BE USED BELOW COARSE AGGREGATE.

CONCRETE WASHOUT NOTES:

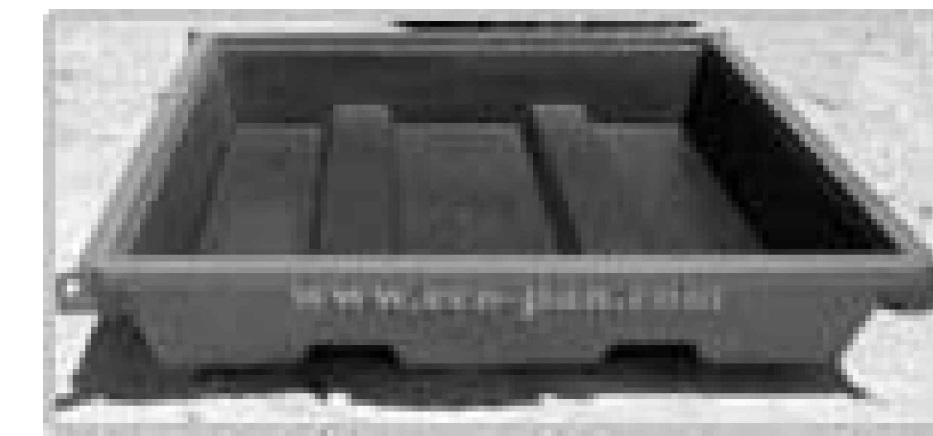
1. PERFORM WASHOUT OF CONCRETE MIXERS, DELIVERY TRUCKS, AND OTHER DELIVERY SYSTEMS IN DESIGNATED AREA ONLY.
2. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES, AND WATERBODIES. EACH FACILITY IS TO BE LOCATED AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.
3. TEMPORARY CONCRETE WASHOUT FACILITIES MUST BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS. TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE MAINTAINED TO PROVIDE ADEQUATE HOLDING CAPACITY. A MINIMUM FREE BOARD OR 4 INCHES FOR ABOVE GROUND FACILITIES AND 12 INCHES FOR BELOW GROUND SHALL BE MAINTAINED.
4. WASHOUT MAY BE COLLECTED IN AN IMPERMEABLE BAG OR OTHER IMPERMEABLE CONTAINMENT DEVICES FOR DISPOSAL.
5. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE MAY BE BROKEN UP, REMOVED, AND DISPOSED OF.
6. CONCENTRATED RESIDUE FROM SAW CUTTING, CORING, AND GRINDING OPERATIONS WILL BE PICKED UP BY MEANS OF A VACUUM DEVICE. THIS CONCENTRATED RESIDUE IS NOT TO BE ALLOWED TO FLOW ACROSS THE PAVEMENT AND CANNOT BE LEFT ON THE SURFACE OF THE PAVEMENT.

ECO PAN--(OPTIONAL) NOTES:

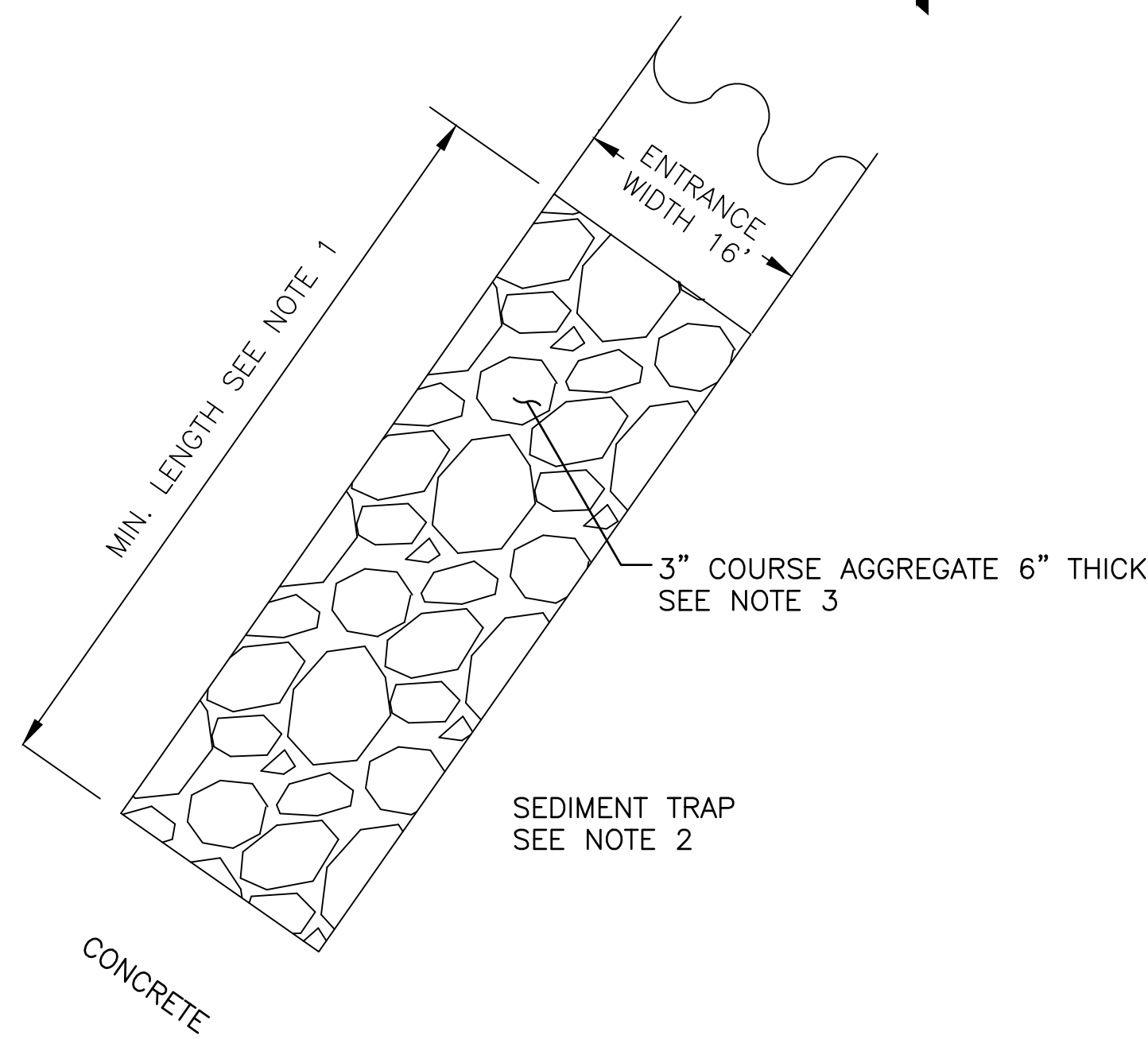
1. ECO-PAN APPLICATION:
CONSTRUCTION PROJECTS WHERE CONCRETE, STUCCO, MORTAR, GROUT AND CEMENT ARE USED AS A CONSTRUCTION MATERIAL OR WHERE CEMENTITIOUS WASTEWATER IS CREATED.
2. ECO-PAN MAINTENANCE:
INSPECT AND CLEAN OUT WHEN 3/4 FULL, NOT ALLOWING THE ECO-PAN TO OVERFLOW. INSPECT WASTEWATER LEVEL AND REQUEST SERVICE, REPLACE WITH EMPTY ECO-PAN, AS NEEDED. INSPECT ECO-PANS TO ENSURE THAT PROPER HOUSEKEEPING IS EMPLOYED WHEN WASHING OUT EQUIPMENT.
3. DESCRIPTION:
A SELF-CONTAINED AND WATERTIGHT ECO-PAN WITH ADDED FORK CHANNELS FOR PORTABILITY CAPTURES AND CONTAINS CONCRETE WASTEWATER AND WASHOUT MATERIAL. OUR ECO-PAN COMES IN TWO SIZES TO ACCOMMODATE EVERY SIZE POUR, 1.5 YARD /3 TON
4. SPECIFICATIONS:
THE ECO-PAN MUST BE PORTABLE AND TEMPORARY, WATERTIGHT, EQUIPPED WITH FORK CHANNELS
SPECIFICATIONS FOR THE 1.5-YARD PAN/3 TON PAN:
• 7FT X 7FT, 14 INCHES DEEP STEEL RECEPTACLE (610 LBS. EMPTY)
• HOLDS APPROXIMATELY 300 GALLONS OR 1.5 YARDS OF CONCRETE.
• SAFELY HOLDS UP TO 4000 POUNDS
• PRIMARILY FOR PUMP TRUCKS, BUT CAN BE USED TO CONTAIN APPROXIMATELY 10 TO 15-MIXER WASHOUTS.



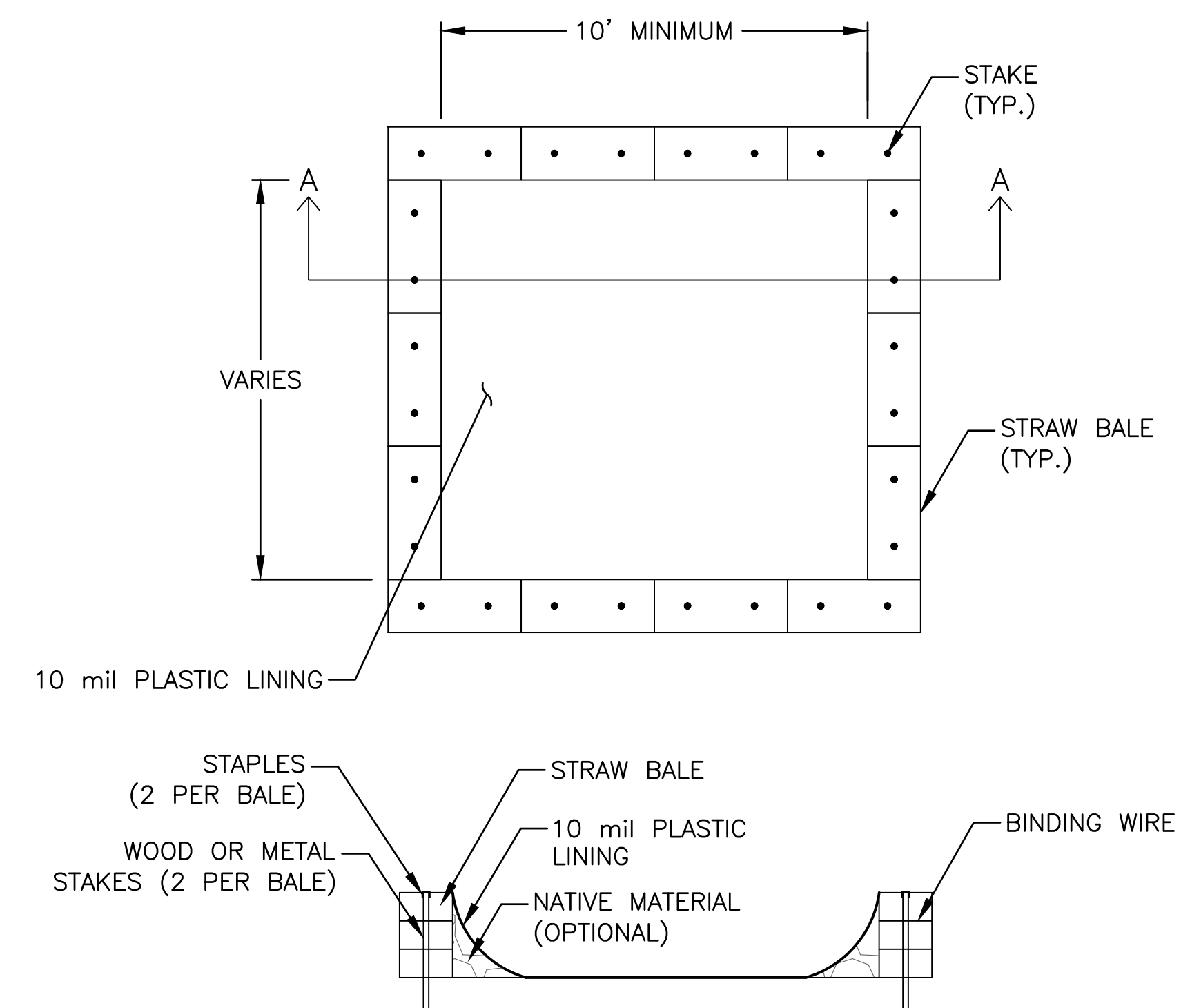
1 SILT FENCE (SF)
SCALE: N.T.S. VIEW: SECTION



ECO PAN--(OPTIONAL)



2 VEHICLE TRACKING CONTROL (VTC)
SCALE: N.T.S. VIEW: PLAN



3 CONCRETE WASHOUT AREA (CWA)
SCALE: N.T.S. VIEW: PLAN & SECTION

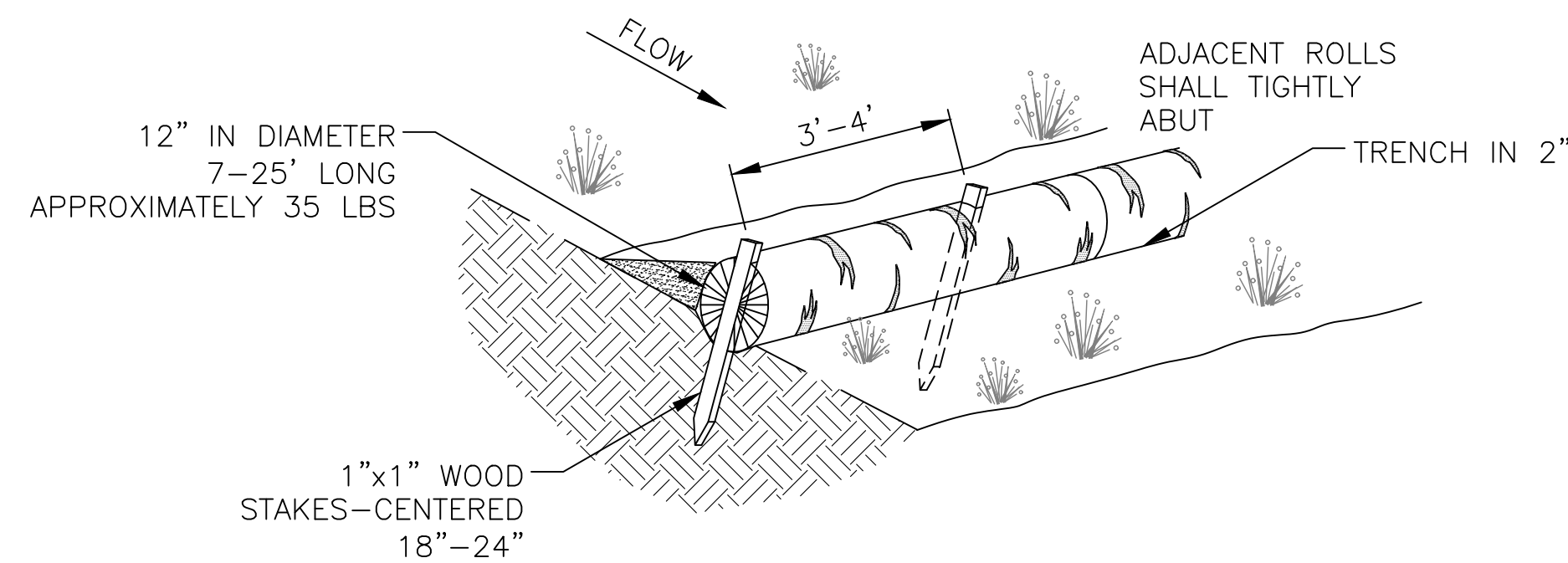
ENGINEER
AZTEC TYPSA
DEVELOPER
Today's Power
CONTRACTOR
Sarah Smalley
SARAH SMALLEY
LICENSED
27903
KANSAS
PROFESSIONAL ENGINEER
12/18/2020

REV	DATE	DESCRIPTION	DRW	CK	APV
0	12/18/20	ISSUED FOR CONSTRUCTION	CRK	M/S	SAS

SCALE: AS SHOWN
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT
STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
TITLE
BMP DETAILS 1
SHEET
C08.03
REV
0





1 STRAW WATTLE DETAIL
SCALE: N.T.S.

STRAW WATTLES NOTES:

1. REVIEW STEEPNESS TO DETERMINE NECESSARY SPACING INTERVAL, TRENCH LENGTH, AND MATERIAL NEEDS.
2. LAY OUT CONTOUR INTERVAL ON SLOPE
3. IDENTIFY A SUITABLE SOURCE OF LOCALLY APPROPRIATE VEGETATION. CHOOSE SPECIES APPROPRIATE FOR SOIL TYPE, HABITAT, AND OTHER SPECIFIC SITE CHARACTERISTICS
4. PREPARE DEAD STOUT STAKES 30-36" IN LENGTH BY DIAGONALLY CUTTING 2 X 4S ACROSS THE 4" WIDTH TO MAKE 2 STAKES FROM EACH 2X4
5. PREPARE DEAD STOUT STAKES 4-15" IN DIAMETER, TO DESIRED LENGTH, WITH TAPERED ENDS, BOUND WITH TWINE EVERY 12-18" WIDE ALONG LEVEL CONTOUR, DEEP ENOUGH TO ACCOMMODATE MOST OF THE WATTLE DIAMETER
6. STARTING A SLOPE BASE, HAND DIG TRENCH 12-18" WIDE ALONG LEVEL CONTOUR, DEEP ENOUGH TO ACCOMMODATE MOST OF THE WATTLE
7. PLACE WATTLE IN PREPARE TRENCH
8. DRIVE DEAD STOUT STAKES INTO SLOPE, SPACING THEM 3-4' APART, DIRECTLY THROUGH WATTLE ALONG ITS ENTIRE LENGTH.
9. INSTALL LIVE STAKES BETWEEN DEAD STAKES ON DOWN SLOPES SIDE OF BUNDLE. LEAVE LIVE STAKES PROTRUDING 2-3" ABOVE WATTLES.
10. BACKFILL TRENCH WITH SOIL ALONG SIDE OF WATTLE LEAVING TOP 2-3" OF WATTLE EXPOSED. COMPACT SOIL TO ELIMINATE AIR POCKETS AROUND BURIED WATTLES.
11. MOVE UPSLOPE THE APPROPRIATE CONTOUR INTERVAL DISTANCE, REPEAT PROCEEDING STEPS. REPEAT PROCESS UNTIL REACHING TOP OF SLOPE.
12. MULCH BETWEEN WATTLES, USING MULCH BLANKETS ON SLOPE 1:2 OR STEEPER
13. INSTALLATIONS SHOULD BE INSPECTED DAILY AND PROVISIONS MADE FOR PROMPT REPAIR IF NEEDED. SMALL FAILURES CAN LEAD TO LARGER FAILURES IF LEFT UNATTENDED.
14. PERIODIC PRUNING AND REPLANTING OF STAKE MAY BE REQUIRED TO MAINTAIN HEALTHY AND VIGOROUS VEGETATION GROWTH.

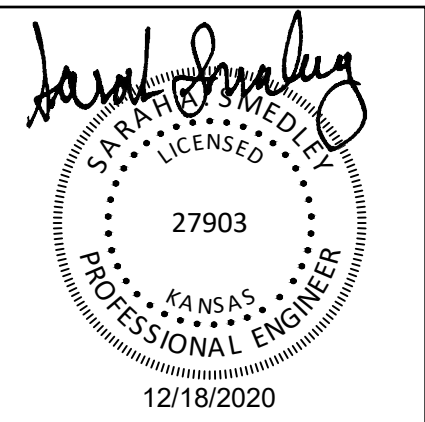
ENGINEER



DEVELOPER



CONTRACTOR



REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	MJS	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION			

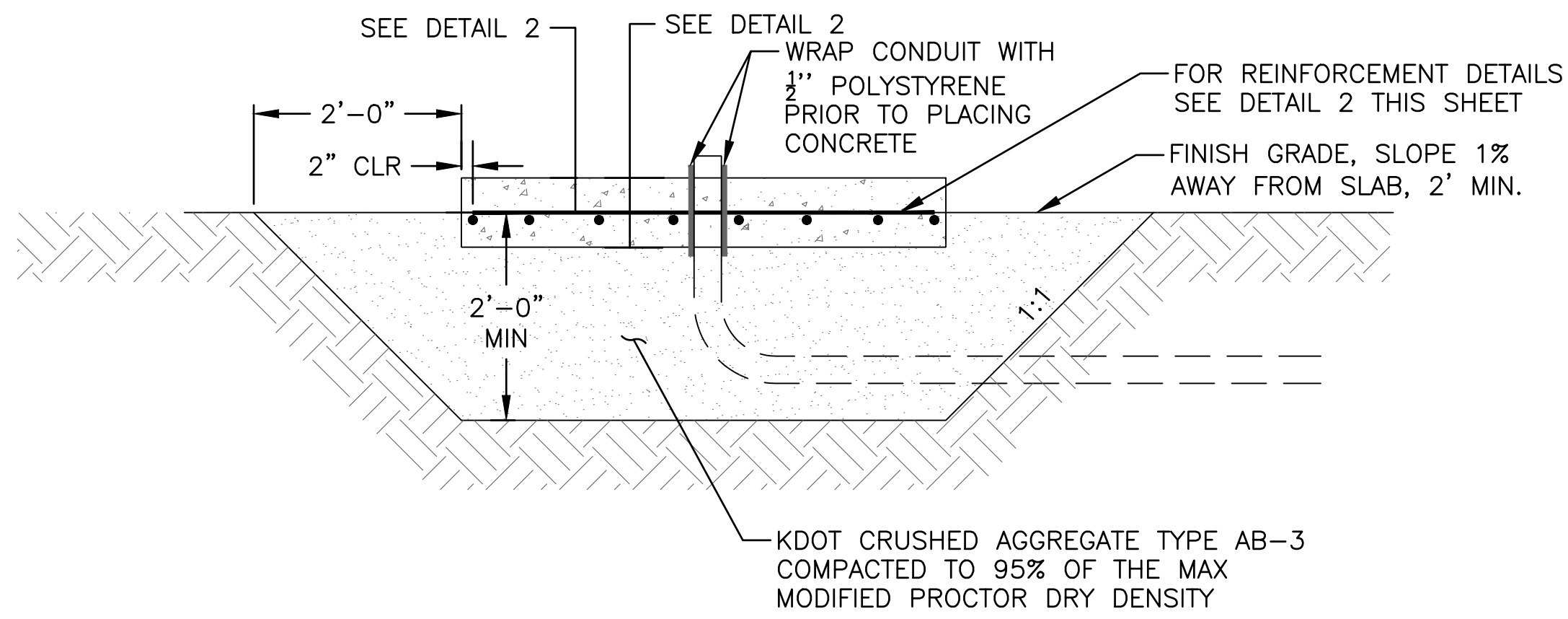
SCALE: AS SHOWN

SIZE: 22"x34"

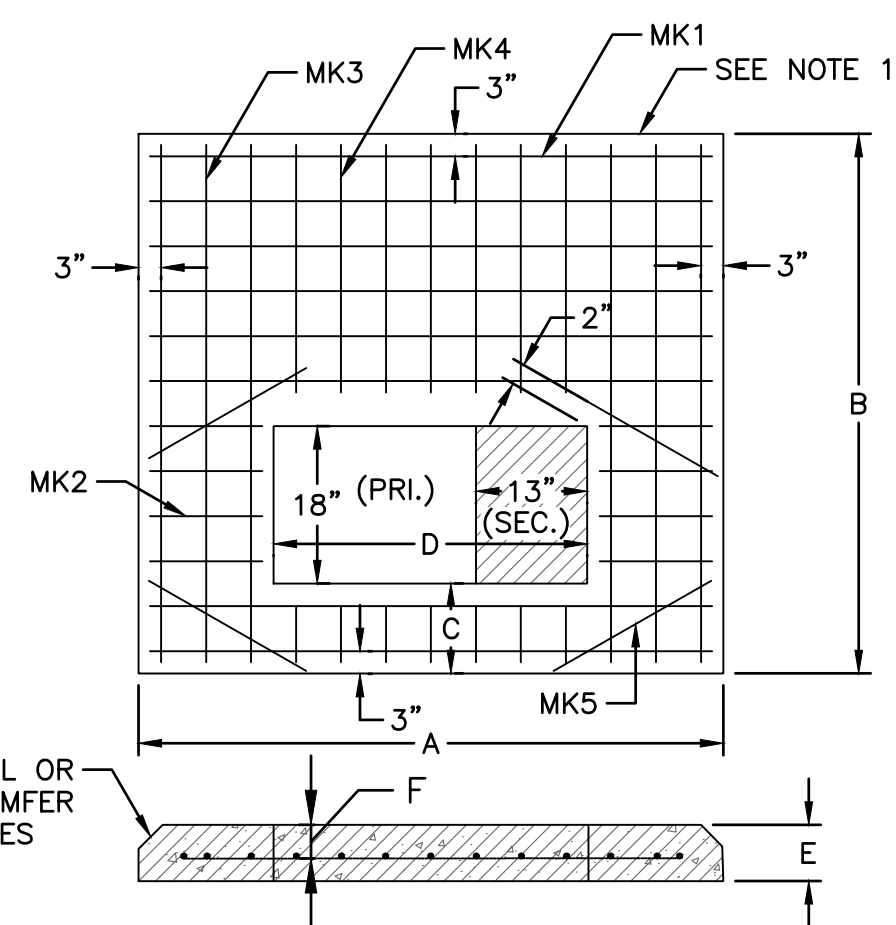
PROJECT#: AZENE2043-06

PROJECT	STRANGER SOLAR LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086
TITLE	BMP DETAILS 2





1 TRANSFORMER PAD FOUNDATION
SCALE: N.T.S. VIEW: SECTION



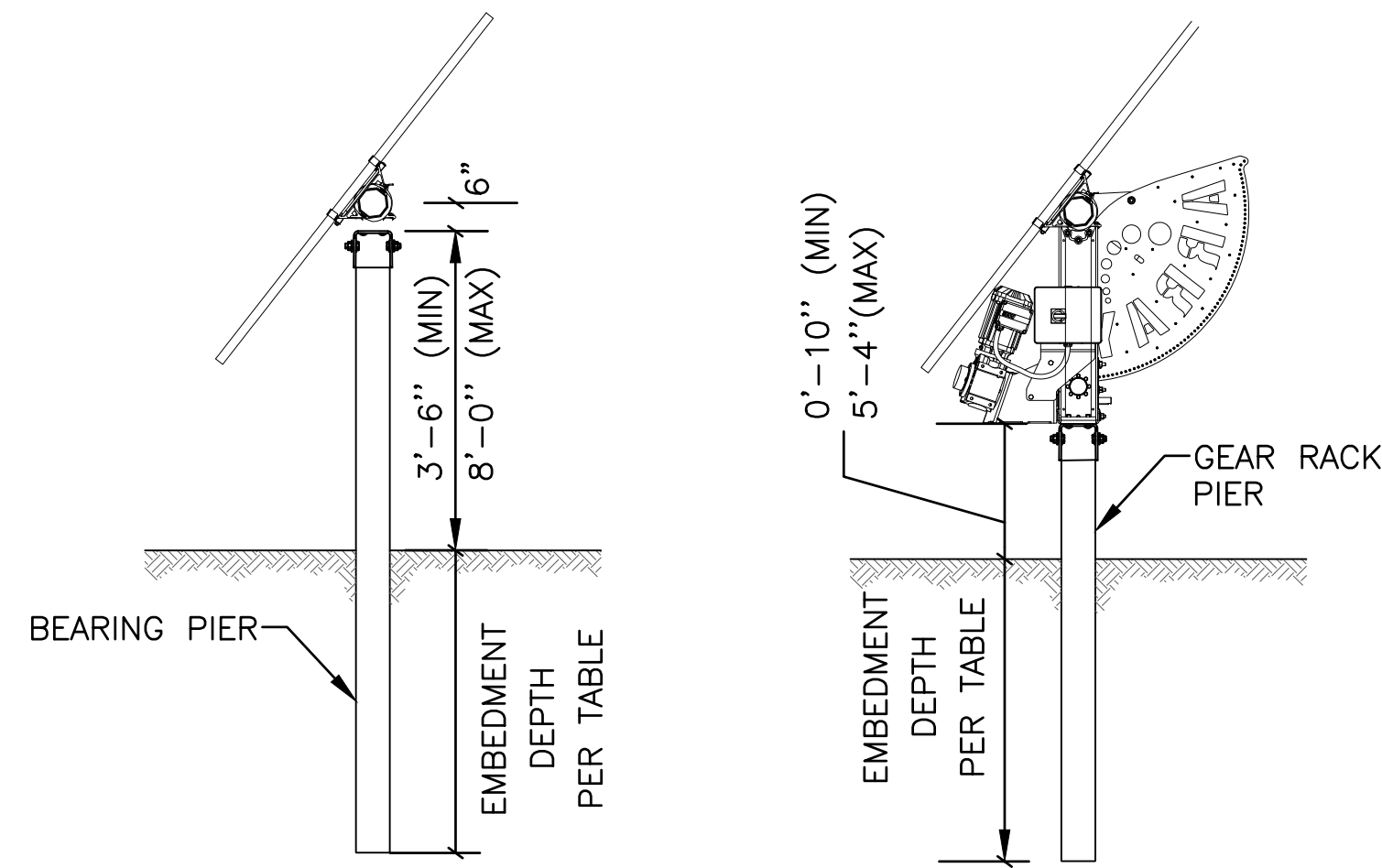
NOTES:

- CONCRETE TESTING, 4500 POUNDS MIN. PER SQUARE INCH; 4% TO 6% ENTRAINED AIR, 3/4" MAXIMUM SIZE AGGREGATE.
- REINFORCING STEEL, ASTM-A615 GRADE 60, PLACE APPROX. 6" O.C. EACH WAY AND SECURELY TIED.
- MINIMUM CONCRETE COVER OVER REINFORCING STEEL 2 INCHES UNLESS NOTED.
- WOOD FLOAT FINISH, LEAVING NO DEPRESSIONS.
- PAD DIMENSION AND REBAR SPACING SHALL BE ADJUSTED TO HANDLE TRANSFORMER SIZE AND WEIGHT.

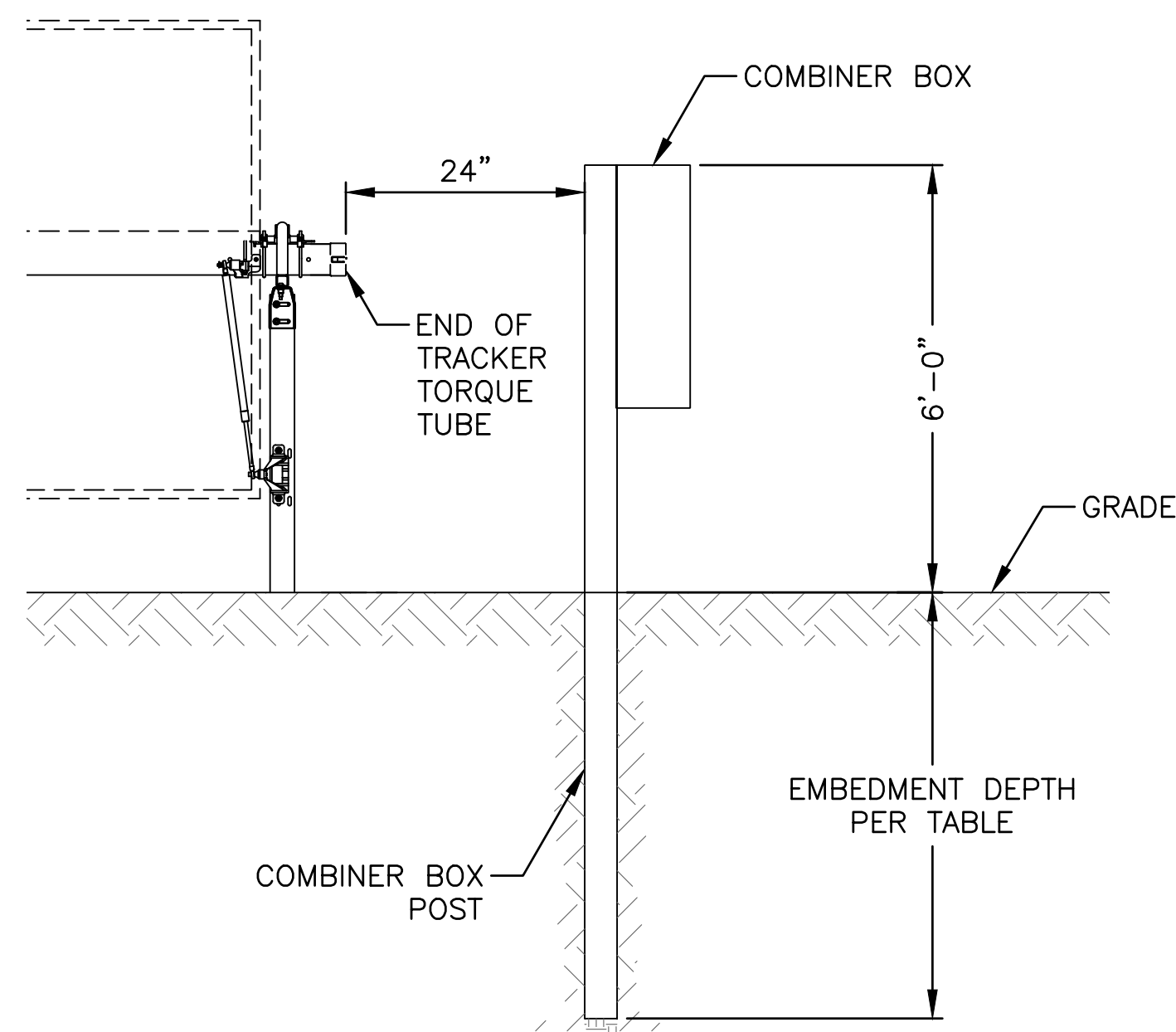
PAD	3-PHASE TRANSF. kVA	DIMENSIONS IN INCHES						REINFORCING BARS				
		A	B	C	D	E	F	MK1	MK2	MK3	MK4	MK5
#1	75, 112, 1/2, 150, 225, 300, 500	76	62	10	42	6	3	7 #4 70"	4 #4 10"	6 #4 57"	6 #4 28"	4 #4 26"
#2	750, 1000, 1500, 2500	104	100	10	54	8	4	12 #4 98"	6 #4 19"	6 #4 94"	7 #4 66"	4 #4 29"

2 TRANSFORMER PAD REINFORCEMENT DETAILS
SCALE: N.T.S. VIEW: PLAN

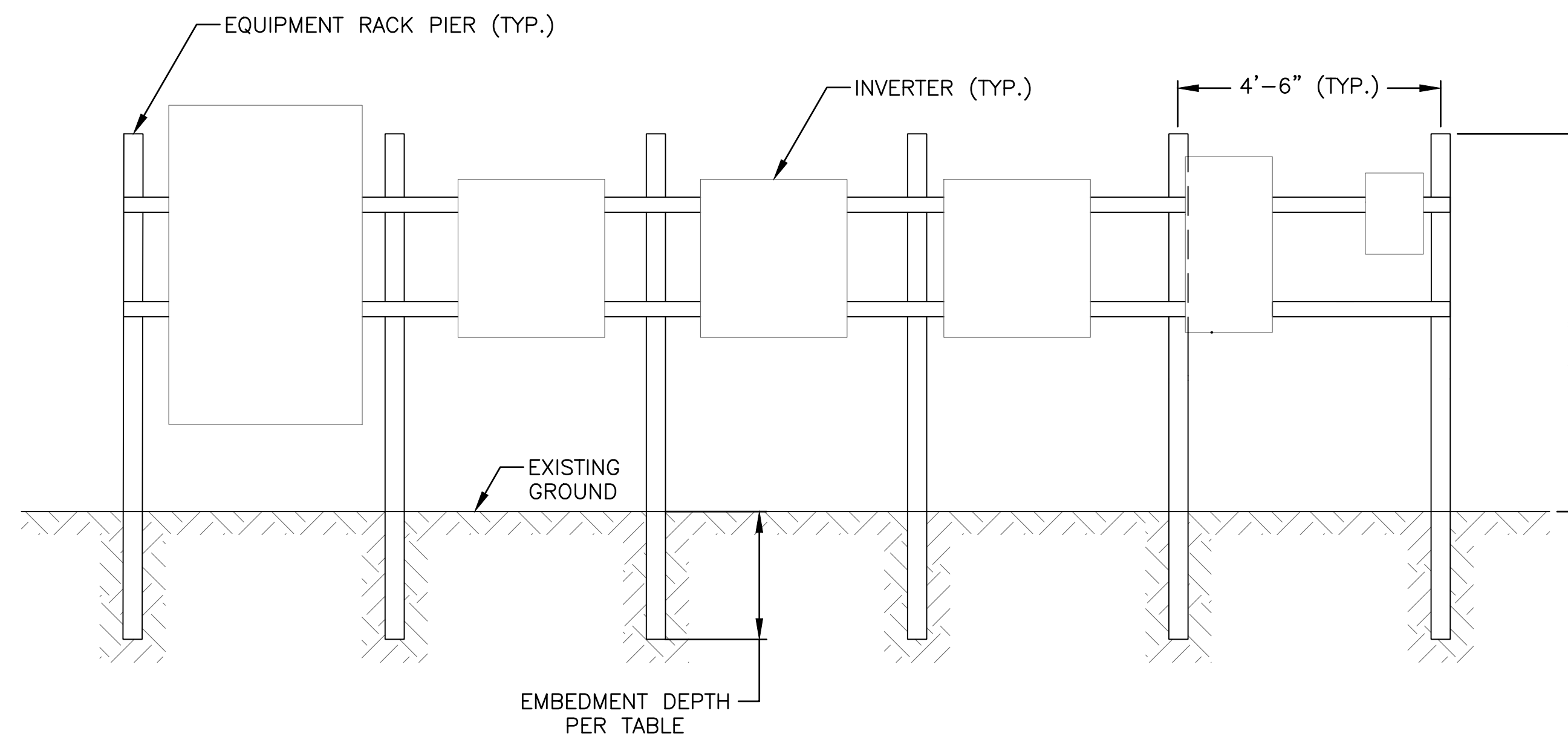
TORQUE TUBE HEIGHT	PIER TYPE	PIER SIZE	EMBEDMENT DEPTH (MIN)
5'-6"	INTERIOR ARRAY PIER	W6x9	7'-3"
	EXTERIOR ARRAY PIER	W6x10.5	7'-9"
7'-0"	INTERIOR ARRAY PIER	W6x10.5	7'-9"
	EXTERIOR ARRAY PIER	W6x12	7'-9"
8'-6"	INTERIOR ARRAY PIER	W6x12	8'-3"
	EXTERIOR ARRAY PIER	W6x15	8'-3"
COMBINER BOX/EQUIPMENT RACK POST		W6x9	6'-0"



3 TRACKER FOUNDATIONS
SCALE: N.T.S. VIEW: ELEVATION



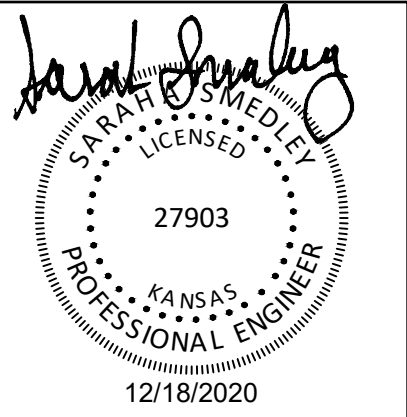
4 COMBINER BOX POST FOUNDATION
SCALE: N.T.S. VIEW: ELEVATION



5 INVERTERS AND EQUIPMENT RACK DETAILS
SCALE: N.T.S. VIEW: WEST ELEVATION

NOTES:

- General
 - These plans include the structural portion of the foundations only.
 - The contractor shall verify all existing elevations and dimensions prior to construction.
 - Details marked "Typical" shall apply in all cases, unless noted otherwise.
 - For foundation location and dimensions and equipment placement, see Civil or Electrical plans.
- Design Specifications
 - Leavenworth County Adopted Building Code
 - 2012 International Building Code (IBC)
 - American Concrete Institute (ACI) 318-11
 - American Institute of Steel Construction 360-10 (AISC)
 - For soil information, see geotechnical report prepared by ATC An Atlas Company project number TC-205783-01-03 dated October 12, 2020.
 - Design Loads
 - Snow Loads
 - Ground Snow Load, PG = 20 psf
 - Wind Loads
 - 3-Second Gust, Vult = 105 mph
 - Risk Category I
 - Exposure Category C
 - Seismic Loads
 - Risk Category I
 - Seismic Importance Factor, IE = 1.00
 - SS = 0.112 g
 - S1 = 0.061 g
 - Site Class D
 - SDS = 0.12 g
 - SD1 = 0.097 g
 - Seismic Design Category A
 - Construction Specification
 - All construction shall conform to the 2012 International Building Code.
- Reinforced Concrete
 - Cement shall be ASTM C 150 Type I or II, or equivalent. The maximum water cementitious ratio shall be 0.40. The concrete shall have total entrained air of 6%, +/- 1.5%. Minimum compression strength shall be 4500 psi at 28 days.
 - Welded wire reinforcing shall conform to the specifications of ASTM A1064.
 - Deformed reinforcing bars shall conform to the specifications of ASTM A615.
 - All reinforcing steel shall have 2 inch clear cover unless noted otherwise.
 - Chamfer all exposed corners 3/4 inch unless noted otherwise.
 - Top surface to have float finish or light broom finish.
 - Slab Tolerance: max 1/8" in 6' non-cumulative.
 - Precast concrete foundations are an acceptable alternative to the cast-in-place foundations shown. Contractor shall submit manufacturer details to the Engineer for review and approval.
- Equipment Anchors
 - Equipment shall be secured to the concrete pad by means of post-installed anchors. Either adhesive or expansion anchors may be used.
 - The mounting holes on the equipment frame shall be used as a template to accurately locate the anchors.
 - The anchors shall be 1/2" diameter nominal (minimum) and shall be embedded in the concrete a minimum of 4 inches. The anchors shall be able to develop a nominal tension capacity of 1000 lbs and a nominal shear capacity of 1000 lbs.
 - Anchors shall be installed per manufacturer's instructions. Washer plates shall be placed under the anchor head in order to completely cover the mounting hole in the equipment frame if the anchor head cannot completely cover the mounting hole.



REV	DATE	DESCRIPTION	DRW	CK	APV
			CRK	M/S	SAS
0	12/18/20	ISSUED FOR CONSTRUCTION			

SCALE: N.T.S.
SIZE: 22"x34"
PROJECT#: AZENE2043-06

PROJECT
STRANGER SOLAR
LEAVENWORTH COUNTY ROAD 5, TONGANOXIE, KANSAS 66086

TITLE
STRUCTURAL DETAILS



RESOLUTION 2021-09

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for a solar farm – Free State Electric on the following tract of land:

A tract of land in the southeast ¼ of Section 26, Township 10 South, Range 21 East of the 6th P.M, in Leavenworth County, Kansas.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 7th day of January, 2021, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 10th day of February, 2021; and

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

WHEREAS, the Board of County Commission considered, in session on the 3rd day of March, 2021, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 3rd day of March, 2021, and incorporated herein by reference;

That Case No. DEV-21-002, Special Use Permit for a Solar Farm – FreeState Electric be approved subject to the following conditions:

1. The SUP shall be granted for the duration of the use.
2. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
3. No on-street parking shall be allowed.
4. This SUP shall be limited to the Narrative dated January 7, 2021 submitted with this application.
5. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP 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.

located in Section 26, Township 10 South, Range 21, also known as 00000 Tonganoxie Road, parcel no. 147-26-0-00-00-014.07 in Leavenworth County, Kansas.

Adopted this 3rd day of March, 2021
Board of County Commission
Leavenworth, County, Kansas

Michael Smith, Chairman

ATTEST

Jeff Culbertson, Member

Janet Klasinski

Vicky Kaaz, Member

Doug Smith, Member

Mike Stieben, Member

**WORK SESSION
MATERIAL ONLY**

**Transfer Station Scale House Project
LEAVENWORTH COUNTY**



**SCOPE OF WORK,
CONTRACT DOCUMENTS AND
SPECIFICATIONS**

Firm Name: _____

Address: _____

Telephone: _____

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NOTICE TO CONTRACTORS

Sealed proposals will be received from Bidders by the County of Leavenworth, hereinafter referred to as the Owner, at the Leavenworth County Clerk, Courthouse, 300 Walnut, Leavenworth, KS 66048 until 10:30 A.M. **TBD** for the furnishing of all material and labor necessary to complete Scope of Work (pages 48-50). A mandatory pre-bid walk through will be at 9:00am **TBD**. Bids will be opened and publicly read at 10:30 A.M., **TBD** Contractors will be notified of the results within 10 days after the date set above for the bids to be opened. The Contract shall be awarded to the lowest responsible bidder, but the County of Leavenworth reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Each bid shall be made on a printed proposal form included with these documents. Bids shall be submitted in sealed envelopes and shall be marked **Leavenworth County Solid Waste Transfer Station Scale House Project**. All proposal forms shall be properly executed by an officer of the firm making such proposal.

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Each bidder shall file with his bid a bid bond, cashier's check or a certified check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of his bid.

Non-resident corporations that are not already registered with the Kansas Secretary of State and all non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in an amount of ten percent (10%) of the contract.

If you have any questions over the Plans, Specifications, and Contract Documents please contact Aaron Yoakam, Buildings and Grounds Superintendent at (913) 684-0790.

Prepared By:

County of Leavenworth

Aaron Yoakam
Buildings and Grounds Director

Chairman, County Commission

ATTEST:

County Clerk

INSTRUCTION TO BIDDERS

1. PROPOSAL

All proposals shall be made on the forms provided in this bound volume of Contract documents. Each proposal must be enclosed in a sealed envelope plainly marked **Leavenworth County Solid Waste Transfer Station Scale House Project**. All proposals shall be addressed to "County Clerk", County of Leavenworth, 300 Walnut, Leavenworth, Kansas, Attention: "County Engineer". All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications and Contract Documents.

2. PROPOSAL GUARANTEE

Each bid shall be accompanied by a certified check, cashier's check, or Bid Bond drawn on an acceptable Bank, made payable, without condition, to the County of Leavenworth, Kansas, in an amount of not less than five percent (5%) of the total bid. The amount of said check may be retained by and forfeited to the County of Leavenworth as liquidated damages if such proposal is accepted and the contract awarded, and the bidder fails to enter into a contract in the form prescribed, with the required maintenance, performance and statutory bond, within ten (10) days after such award is made by the County of Leavenworth. Bid checks will be returned to unsuccessful bidders at such time as their bids have been rejected and to the successful bidder upon receipt of statutory maintenance, performance and statutory bond, in an amount equal to 100 percent of the contract.

3. TAXES

It is the intent of the County to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing this proposal, omit from his computed costs all appropriate Sales and Compensating Taxes.

The Contractor, subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. He may reproduce as many copies of the certificate as needed.

Upon completion of this project, the Contractor shall furnish to the County Clerk a sworn statement, on a form to be provided by the Director of Taxation of the State of Kansas, that all purchases made using the sales tax exemption certificate were entitled to exemption under K.S.A. 79-3606 as amended. The sworn statement shall be supplied before approval for final payment on the Contract is given. Copies of all invoices associated with this project, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the County. All such invoices will be held by the County for a period of not less than five (5) years and shall be subject to audit by the Director of Taxation of the State of Kansas.

4. TIME OF COMPLETION

The attention of the bidder is called to provisions hereinafter stipulated relative to delays, extensions of time, and liquidated damages.

5. WITHDRAWAL OF BID

No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of said proposals.

A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

6. ACCEPTANCE AND REJECTION OF BIDS

The County of Leavenworth reserves the right to accept the bid which, in its judgment, is the best bid for the work covered by the proposal, and to award the bid, or to reject any or all bids for any reason and to waive irregularities and informalities in any bid submitted.

7. BONDS

The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount of the contract to be awarded in each case. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

8. INSURANCE

The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth against all hazards or risks of loss as hereinafter specified. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the

County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.

- | | |
|-------------------------------|--|
| 1. "Owners and Contractors" | General Liability –
\$1,000,000.00 Combined
Single Limit (CSL) |
| 2. "Workers Compensation" | Each Accident \$500,000;
Disease Policy Limit \$500,000;
Disease – Each Employee
\$500,000 |
| 3. "Comprehensive Automobile" | \$1,000,000.00 (CSL) – to cover
Liability all owned, non-owned and
hired vehicles, including the
loading & unloading. |

- | | |
|----------------------------|--|
| 4. "Comprehensive General" | \$1,000,000.00 (CSL) – this Liability covers only the contractor, not the same policy as #1. |
| 5. "Performance Bond" | 100 percent of the contract, intact throughout the life of the contract. |
| 6. "Materials and Labor" | 100 percent of the contract, intact throughout the life of the life of contract. |

All subcontractors shall have the same minimum coverage.

All policies shall be on a "per occurrence" basis.

Satisfactory certificates of insurance shall be submitted to the County prior to execution of the contract documents, and the form, limits and duration of said policies shall be subject to the approval of the County.

All policies and bonds shall be written by companies authorized to do business in the State of Kansas.

9. BID PREFERENCE

Existing State Law (K.S.A. 75-3740a) requires that to the extent permitted by federal law and regulations the County, when letting contracts for bids, must require a successful bidder-contractor domiciled outside the State of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas Contractor as would be required of such Kansas domiciled Contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition and if it is determined by the County that the apparent lowest and best bidder is a foreign domiciled Contractor who has failed to comply with this state requirement, such bid shall be rejected.

10. NON-DISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin, ancestry, age or disabilities. In all solicitations or advertisements for employees, the Contractor, all subcontractors and vendors shall include the phrase "Equal Opportunity Employer" or a similar phrase as may be approved by the Kansas Commission of Civil Rights.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be cancelled, terminated or suspended, in whole or in part, by the County.

11. COMPETENCE OF BIDDER

Before award of the Contract the successful bidder will be required to satisfy the Board of County Commissioners as to his experience and competence to construct the work, and as to his integrity and reliability to carry the provision of his Performance Bond, and as to his resources for its vigorous prosecution.

12. EXAMINATION OF PROPOSED WORK

Each bidder must examine for himself the location of the proposed work and conditions affecting the work. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of the any part of the Specifications or Contract Documents, he may submit to the Engineer a written request, not less than 72 hours prior to the time of bid opening, for an interpretation thereof. Any interpretation of the documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The owner or Director will not be responsible for any interpretations of the documents

13. BID MATERIALS AND PROPOSAL DISCREPANCY

The Bidder shall base his bid on materials and equipment complying fully with the Specifications and Contract Documents, and in the event the bid specifies materials or equipment which do not so conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

In case of discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the products of the quantities of work and the Unit Prices, Bidder agrees that the Unit Prices shall govern, and any errors found in said products and Gross Sum may be corrected by the Owner.

Ladies and Gentlemen:

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

Scale House Project
Leavenworth County Solid Waste Transfer Station
BID FORM

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Scale House Project as defined in Scope	1	1		

TOTAL PROJECT

Sealed bids must be received by: **TBA at 10:30 a.m.**
Please submit all sealed bids to:

Leavenworth County Clerk
Scale Project at Transfer Station Contract
300 Walnut, Suite 106
Leavenworth, KS 66048

Company Name:

Name (Printed):

Date:

Construction for **Leavenworth County Solid Waste Transfer Station Scale House Project** will be completed within 90 working days after date of notice to proceed.

1. In submitting this bid, the undersigned declares that he is the only person interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract, and that the bid is in all respects fair and without collision, fraud, or misrepresentation.
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The Contractor states that it is domiciled in the State of Kansas or if domiciled outside of the State of Kansas, its bid submitted for this improvement is in compliance with the requirements of Chapter 336, 1972 Kansas Session Laws. The Contractor agrees and understands that failure on its part to comply with said law voids the provisions of this agreement and the contract is null and void.
4.
 - a. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
 - b. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer".
 - c. If the Contractor fails to report to the Kansas Commission on Civil Rights in accordance with Section 15 of Chapter 194, 1972 Kansas Session Laws, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County.

The Contractor, shall include the provisions of subsections (a) through (c) inclusive in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vender.

5. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.

Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of _____ Dollars (\$_____) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in _____ this _____ day of _____, 20____.

Signature of Bidder: _____

Contractor

By: _____

Title

Address of Contractor

Telephone Number

NOTICE OF AWARD

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, considered your Bid submitted on _____ for the above Project.

You are hereby notified that your Bid has been accepted in the amount of _____ for items _____.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non-Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Owner

By _____

Title _____

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1031, as amended, including Subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in party, by the contracting agency; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base contract before signing thereof and acceptance of the terms of this certificate.

Project

(Name of Contractor)

By _____

Date

CORPORATE SEAL

(Official Title of Signer)

CERTIFICATE OF INSURANCE

STATE OF KANSAS)
)
COUNTY OF LEAVENWORTH) SS

The undersigned hereby certifies to Leavenworth County, Kansas, the insurance policies have been issued to:

Name of insured _____
Address _____

Which will be in force to cover the work to be performed under the Contract for _____

_____ and that such policies are in every manner in compliance with the insurance requirements as set for in Instructions to Bidders and the General Conditions as stated in these Contract Documents of Leavenworth County, Kansas with the following exception:

In the event of any material change in or cancellation of any such policy, the company will give written notice to the Public Works Department, Leavenworth County Courthouse, Leavenworth, Kansas 66048, 10 days prior to any such change or cancellation.

Date

Name of Insurance Company

Authorized Representative

Address

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____, as Surety, are held and firmly bound unto the County of Leavenworth, Kansas, in the full and just sum of \$_____ for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas _____ upon this completion of a contract for the Justice Center Carpet Leavenworth County Justice Center (and has been accepted by the County of Leavenworth, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of one year beginning on the date the County so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, said _____ shall guarantee the above work for a period of one year from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Countersigned:

By: _____

Kansas Resident Agent

By: _____

By: _____

Attorney-in-Fact
Power of Attorney attached

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

_____ of _____,
hereinafter referred to as "Contractor", and

_____, a Corporation

organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the County of Leavenworth, Kansas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be bind ourselves and our heirs, executive, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20___, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, gasoline, lubricating oils, fuel oils, greases, coal or any other supplies or materials used or consumed by such Contractor or his, their or subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROJECT: Leavenworth County Solid Waste Transfer Station Scale House Project
Leavenworth County, Kansas

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of

_____, 20____.

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)
(Attorney-in-fact)

By _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

Contractor, and _____ with

General Offices in County of _____, a Corporation organized

under the laws of the State of _____, and authorized to transact

business in the State of Kansas, as Surety, are held and firmly bound unto the

STATE OF KANSAS, and the County of Leavenworth, KANSAS, in the penal sum of

\$_____ Dollars (\$_____)

Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into contract with the aforesaid Owner for furnishing all tools, equipment, materials and supplies, performing all labor and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of the County Engineer.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction or making of, the above described improvement, including gasoline, lubricating oils, fuel oil, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect

Project: **Leavenworth County Solid Waste Transfer Station Scale House Project**
County of Leavenworth, Kansas

Its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be here unto affixed by its attorney-in-fact duly authorized thereunto so to do, at

_____ on this, the _____ day of _____, 20____.

Contractor

By _____(SEAL)

(Official Title)

SURETY COMPANY

By _____(SEAL)

By _____
Attorney-in-Fact

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

LEAVENWORTH COUNTY KANSAS

**Leavenworth County Solid Waste Transfer Station Scale House Project
CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the "Owner" and _____

party of the second part, hereinafter termed in this agreement, "The Contractor", shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled Parking Lots Improvements Leavenworth County Justice Center said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of Street Improvements in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for constructing said Street Improvements, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) _____ for all the work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60-1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner, and will complete all work covered by this contract within 15 working days.

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Party of the First Part
County of Leavenworth, KANSAS

By: _____
Chairman County Commission

ATTEST:

County Clerk

Party of the Second (Contractor)

By: _____

Leavenworth, Kansas _____, 20_____.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved.

Attorney for Owner

NOTICE TO PROCEED

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, having executed the Agreement dated _____, 20____, hereby gives you written authorization to proceed with the work on _____, 20____.

In accordance with the contract, the work shall be completed in its entirety within _____ working days after the date stated in this notice.

Dated this _____ day of _____, 20____.

Owner

By

Title

COMPLETION OF WORK CERTIFICATE

Project _____

To: _____ Owner

In compliance with the Contract Documents of this Project, and on the basis of my observations and review of the Work, final inspection, and review of the Final Payment, I am satisfied that the Work has been completed according to the contract, plans, and specifications; and that the Contractor has fulfilled all of his obligations under the contract documents.

I hereby recommend that the Final Completion date of this Project be set as _____, 20____, and that the Final Payment be approved.

Date this _____ day of _____, 20_____.

Engineer

By _____

Title _____

The Final Completion date as set in this Certificate is hereby approved.

Contractor

By _____

Title _____

Approved by the Owner:

By _____

Title _____

CONTRACTOR'S AFFIDAVIT

Project _____

To: _____ Owner

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as principal contractor, or by a subcontractor or otherwise, for supplies, materials or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Dated this _____ day of _____, 20____.

Contractor

By _____

Title _____

State of Kansas)
County of Leavenworth) SS

On the _____ day of _____, 20____, before me personally appeared _____, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My Commission Expires _____, 20____.

GENERAL CONDITIONS

SCOPE: The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, the Plans herein referred to, and other drawings, and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Engineer as are necessary to make clear, and to define in greater detail, the intent of the Specifications and Plans, are each all included in this Contract and the work shall be done fully in accordance therewith.

DEFINITIONS: Whenever any word or expression, defined in this Paragraph, or pronoun used in its stead, occurs in these Contract documents, it shall have and is mutually understood to have the meaning herein given.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein.
2. "Owner" or words "Party of the First Part" shall mean The County of Leavenworth, KS.
3. "Contractor" or words "Party of the Second Part" shall mean the party entering into Contract for the performance of the work covered by this Contract and his duly authorized agents or legal representatives.
4. "Engineer" or "Engineers" shall mean the County Engineer or Engineers who have been employed by the Owner for this work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
5. "Observer" shall mean the engineering or technical observer or observers duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to him or them.
6. "Resident representative" shall mean the qualified technical representative designated by the Engineer to observe the work on a continuous basis and to be present at the site of the work when required. This term may be synonymous with "observer".
7. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.

8. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.

9. "Plans" or "the plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.

10. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

12. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract, agreement of which these general conditions are a part.

VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

TITLES AND SUBHEADS: The titles or subheadings used in this Contract and on the Contract Plans and drawings and in the Specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

COPIES OF CONTRACT: Sufficient copies of the proposal, bonds, and Contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the Contracts signed by both parties thereto. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owners copy of the executed documents.

SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS: The said Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set

forth in both, in order that the work shall be completed according to the complete design or designs of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Specifications, and Plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

SILENCE OF SPECIFICATIONS: The apparent silence of Specifications, Plans, Special Conditions and Supplemental Specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Specifications shall be made on the basis above stated.

FIGURED DIMENSIONS TO GOVERN: Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

CONTRACTOR TO CHECK PLANS AND SCHEDULES: The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the Plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's Office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof

upon the Contractor, and the date of said service shall be the date of such delivery of mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all transportation, tools equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by him. He shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct or himself or his subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. He shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

PATENTS: It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at his own cost and expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suite or claim remains unsettled. The Contractor, however, shall not be liable for the payment of any damages or other cost in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the Design of the work to be done under this Contract or by the Contract Specifications therefore.

INDEPENDENT CONTRACTOR: The right of general administration of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the work.

RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to

the least possible extent with the work of such contractors or workmen. He shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on his part, and shall, at his own expense, repair or pay for such injury or damage. Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the Engineer to the Contractor so desiring, to the extent which may be reasonably necessary.

DEFENSE OF SUITS: In case any action at law or suit in equity is brought against the Owner, the Engineer, or any of their officers or agents for, or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their employees or agents, the Contractor shall indemnify, defend, and save harmless the Owner, the Engineer, and their officers and agents, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

METHOD OF OPERATION: The Contractor shall give to the Engineer full information in advance, as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer to be inadequate to insure the required quality, or rate of progress, of the work, he may inform the Owner who may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer or Owner to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, Engineer, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no

objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK: Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

AUTHORITY AND DUTY OF THE ENGINEER: It is mutually agreed by and between the partners to this Contract that the Engineer shall act as the representative of the Owner and shall observe, as required the work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall, in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he shall determine, where applicable, questions in relation to said work and the construction thereof; that he shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and finding shall be the conditions precedent to the right of the parties hereto, to arbitration or to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contact, either party may file with the Engineer, within thirty (30) days his written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to arbitration as herein provided. The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of Contractor or any Subcontractor or any of his or their agents or employees, or any other person at the site or otherwise performing any of the work.

PROJECT REPRESENTATIVE AND OBSERVATION: It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ, either directly or through the Engineer, such resident project representatives or observers as the Owner may deem proper, to observe the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the resident representatives for the proper observation and examination of the work and all parts thereof.

The Contractor shall comply with the directions and instructions of the Engineer, or any resident representative or observer so appointed, when the same are consistent with the obligations of this Contract and the Plans and Specifications therefor. However, should the Contractor object to any order given by any subordinate engineer, resident

representative or observer, the Contractor may make written appeal to the Engineer for his/her decision.

Resident representatives, observers, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees, shall be sufficient reason, if the Owner so decides, to annul the Contract.

Such observation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer.

NO WAIVER OF RIGHTS: Neither the observation by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SUPERINTENDENT OF WORK: The Contractor shall provide and maintain, continually on the site of work during its progress, adequate and competent superintendence of all operations for an in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of sub-contractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the work at all times.

ORDERS TO CONTRACTOR'S AGENT: Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, or his representative to, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

PROTECTION OF PROPERTY AND PUBLIC LIABILITY: The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held

responsible for all accidents to persons or property through any negligence of himself or his employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Engineer against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not - specifically but not limited to damages due to delay in utility relocation.

INSURANCE: General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that should any described policies be changed/or cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder, except if cancellation is for Non-Payment of premium then ten (10) days written notice will be given.

(a) Workmen's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(b) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(c) Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the foregoing paragraph entitled "Defense of Suits".

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(d) Owners and Contractors Liability. This insurance shall be written in comprehensive form and shall protect the Owner against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(e) Additional Insurance. Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

MODIFICATIONS AND ALTERATIONS: In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line grade, form, arrangement, dimensions, extent, or plan, of the work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price

or prices therefore where such unit prices are included in the Contract, otherwise such addition work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would replaced or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the work as originally planned, as determined by the Engineer.

All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under authority of the Owner or by the Owner direct.

EXTRA WORK: The term "Extra Work", as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the work shown by the Contract Plans, or required or reasonably implied by the specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner, and it is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C". If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus ten percent (10%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work; (b) all materials and supplies; (c) trucks, and rentals on machinery and equipment, for the time actually employed or used in the performance of the said extra work; (d) any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said work and similar operating expenses; (f) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, workmen's compensation, and other insurance required by the Contract. The Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method "C". In the event that machinery and heavy construction equipment be required for such extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The ten percent (10%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, and field

office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any order or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and he shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of his payment to arbitration as hereinafter provided.

EXTRA WORK A PART OF CONTRACT: If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

ARBITRATION: All questions of dispute arising from, or in connection with, the interpretation or application of any provision of the Contract agreement, or the general and special conditions thereof, may be submitted to arbitration at the request of either party to the dispute. The parties thereto may agree upon one arbitrator, otherwise there shall be three, one named in writing by each party and the third chosen by the two arbitrators so selected.

Should the party demanding arbitration fail to name an arbitrator within ten (10) days from the date of his demand, his right to arbitrate shall lapse, and the decision of the Engineer shall be final and binding upon him. Should the other party fail to choose an arbitrator within ten (10) days after services of such demand, the Engineer shall appoint such arbitrator.

The arbitrator or arbitrators shall act with promptness. In the case of three arbitrators, the decision of any two shall be binding on both parties to the Contract, as shall that of a single arbitrator if the dispute is submitted thereto as heretofore provided. The decision of the arbitrator or arbitrators may be filed in court to carry it into effect.

If they consider that the case so demands, the arbitrator or arbitrators are authorized to award the party whose contention is sustained such sum or sums as they deem proper for the time, expense, and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbitrators may fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbitrators must be made in writing, and shall not be open to objection on account of the form of proceedings or award.

The decision of the arbitrators upon any question submitted to arbitration shall be a condition precedent to any right of legal action.

The Contractor shall not cause a delay of the work during any arbitration proceedings except by agreement with the Owner. It is understood and agreed by the parties to the Contract that no requirement or statement herein shall be interpreted as

curtailing the power of the Engineer to determine the amount, quality, and acceptability of work and materials.

PROVISION FOR EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Paragraphs entitled MODIFICATIONS AND ALTERATIONS; EXTRA WORK and EXTENSIONS OF TIME.

ASSIGNMENT AND SUBLETTING OF CONTRACT: The Contractor shall not assign or sublet the work, or any part thereof, without consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such

notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

SUSPENSION OF WORK ON NOTICE: The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by written order of the Owner or Engineer, and for such periods of time as it or he shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Owner or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

LAWS AND ORDINANCES: The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, City and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

SANITARY REGULATIONS: In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

CHARACTER OF WORKMEN: The Contractor shall employ only workmen who are competent to perform the work assigned to them, and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

SUNDAY, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 5 p.m. and 8 am.. nor on Sundays or legal holidays without the written approval or permission of the Superintendent in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Day work may be established by the Contractor, as a regular procedure, with the written permission of the Engineer; such permission, however, may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

BEGINNING, PROGRESS, AND THE TIME OF COMPLETION OF WORK: The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the sequences he proposes to follow, and giving the dates on which he expects to start and complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

HINDRANCES AND DELAYS: In executing the Contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions.

EXTENSIONS OF TIME: The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final

completion of the work by any act or delay of the Owner or Engineer, or of any employee of either, or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, or by any cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide would justify the delay, then an extension of time sufficient to compensate for such delay in the final completion of the work shall be granted by the Owner; the amount of such extension of time to be determined by Engineer; provided, however, that the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of the delay in each case.

LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the even that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, or the Owner, at its election, shall have the right to deduct from the total compensation otherwise due the Contractor, as stipulated liquidated damages and not as a penalty, an appropriate sum, fixed and agreed to in advance, in accordance to the following schedule:

<i>Contract Amount</i>	<i>Liquidated Damages</i>
\$0 to \$25,000	\$75.00/24-hour period
\$25,001 to \$50,000	\$105.00/24-hour period
\$50,001 to \$100,000	\$150.00/24-hour period
\$100,001 to \$500,000	\$300.00/24-hour period
\$500,001 to \$1,000,000	\$450.00/24-hour period
\$1,000,001 to \$2,000,000	\$600.00/24-hour period
\$2,000,001 to \$5,000,000	\$1,000.00/24-hour period
\$5,000,001 and up	\$1,500.00/24-hour period

Said sum shall be paid for each 24-hour calendar day.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

TEST OF MATERIALS OFFERED BY CONTRACTOR: All specified and required tests for approval of source of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such material as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said Owner. Any tests specified in the Contract Documents of finished work or materials shall be performed by the Contractor. Failure of such tests shall be deemed evidence of defective work and such work shall be replaced or repaired until satisfactory tests have been secured. Any special tests required by law ordinance, statute or regulations of any public body having jurisdiction shall be performed by and at the expense of the Contractor.

CLEAN-UP: The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining offices.

PERMITS: The Contractor shall secure all permits that may be required to construct the facilities included in this Contract. All cost in connection therewith shall be borne by the Contractor.

REMOVAL OF REJECTED MATERIALS AND STRUCTURES: The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Engineer ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

PLACING WORK IN SERVICE: If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a period of one year or longer thereafter, as stipulated in the following Paragraph, or as stipulated in the Special Conditions.

DISPOSAL OF TRASH AND DEBRIS: The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first-class condition.

DEFECTIVE WORKMANSHIP AND MATERIALS: During a period of one year, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

EQUIPMENT GUARANTY: All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and his surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of one year from and after the date of acceptance thereof by the Owner, and each item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the Owner.

MONTHLY ESTIMATES: The Engineer will, at regular monthly intervals, make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner. The Engineer will submit said Estimate each month to the Contractor for his approval, and to the Owner for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump Sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

LEAVENWORTH COUNTY, KANSAS
Leavenworth County Solid Waste Transfer Station Scale House Project
Leavenworth County
SPECIAL CONDITIONS

GENERAL DESCRIPTION AND SCOPE OF WORK: The contractor shall bid a new scale house using (attached proposed layout and finish description). The contractor shall be responsible and include all digging, aggregate, building materials and labor to complete the scale house to a turn-key. The scale house shall be either a pier built frame construction or set in place modular unit. The unit shall be turn-key in final delivery to the owner. All shipping costs, site preparation and pad preparation shall be included into estimates.

CONTRACT DRAWINGS: The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop and dimension drawings of material and other drawings where specified, are shown in the "Index to Drawings on the Cover sheet of the Plans.

SHOP DRAWINGS

a) Submit Shop Drawings in triplicate for review. Following review, one copy will be returned to Contractor who shall be responsible to accurately duplicate or make facsimiles of such reviewed Shop Drawings (including all marks, comments, approvals, disapproval's, or other instructions of the Engineer included in the Shop Drawings and/or communications accompanying Shop Drawings) in quantity necessary for his further use and distribution.

b) On Project completion, Contractor submit one copy of approved Shop Drawings (or facsimile thereof) to Owner.

c) Submit all Shop Drawings to Buildings and Grounds Director, County Courthouse, 300 Walnut Leavenworth, KS 66048. The County retained Engineer will review such Shop Drawings for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. Shop Drawings, so reviewed and approved or bearing any comments or corrections, will then be returned to the Contractor.

CONSTRUCTION COORDINATION

a) Contractor shall provide for the security of his own material and equipment and shall provide security to protect the Owner's property from construction operations, damage, vandalism, theft, etc.

b) Before starting construction, a Pre-Construction meeting shall be held with Contractor, Architect, Engineer and Owner to discuss and review the Project.

Items to be discussed include construction schedule and sequence of construction; security of Owner's property; definition of contractor's normal work day and week; names of sub-contractors and their job site representatives; time schedule and method of counting time on the project; the nature of material tests and inspections; monthly pay estimates; review intent of Contract Documents; and Owner's requirements for non-discrimination, Affirmative Action Requirements and Manpower Utilization Reports.

c) Contractor shall assume general coordination and direction of the project, see Supplemental General Conditions.

PROCESS AGENT CERTIFICATE: Pursuant to K.S.A. 16-113, if the Contractor to whom the Contract is awarded is not a resident firm of the State of Kansas, he shall execute and file "Certificates of Appointment of Process of Agent" with the Clerk of the District Court at the Leavenworth County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee of Five Dollars (\$5.00) is required. These certificates are pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

SAMPLING AND TESTING: All sampling and testing deemed necessary by the Owner to determine if materials or methods are in compliance with the Specifications shall be performed by a Testing Laboratory selected by the Owner. The cost of all such test showing compliance with the Specifications shall be paid by Contractor. However, in the event that any test indicates noncompliance with Specifications, at least one additional test will be paid for by the Owner to determine acceptability of materials or methods.

PROPOSAL: The Contractor acknowledges and agrees that the unit prices shown in the proposal contemplate the construction of all facilities complete, and in conformance with Plans and Specifications. Any item or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

DELAYED WORK ORDERS: The Owner reserves the right and may delay work orders on certain portions of work until such time as reasonable weather limitations and/or utility relocations will allow proper progress on major items of work. A partial work order may be issued by the Owner for utility relocations, if, in the opinion of the Engineer, such would expedite utility relocation. Also, the Owner may wish to issue partial utility relocations have been made. No charge shall be

made by the Owner or the Contractor for delays arising from the issuance of such delayed work orders other than provided for in the General Conditions.

SUB-CONTRACTORS: Prior to commencing any construction under this Contract, the Contractor shall submit to the Owner and the Engineer a list of all subcontractor's to perform portions of the work on the project. No work shall be commenced until the Owner and Engineer shall have approved the sub-contractor's proposal. Use of sub-contractors on portions of the work shall not relieve the contractor of his obligation to have a competent superintendent on the job site at all times.

CLEAN UP: The project shall be kept clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials shall not be allowed. Immediately after construction operations are complete, all equipment, debris, and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to be public and adjoining property owners.

BORROW AND WASTE AREAS: All borrow materials shall be obtained by the Contractor at his own cost and expense. The borrow area and materials shall be approved by the County Engineer, and shall be friable material suitable for compaction. All waste areas shall be located off the site and arrangements and payment for the use of such areas shall be the sole responsibility of the Contractor.

CONSTRUCTION SCHEDULE: After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the Engineer, a construction schedule which will insure completion of the project within the contract time. The schedule shall be submitted before the Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved.

NOISE CONTROL: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

DUST CONTROL: Adequate precaution shall be taken to ensure that excessive dust does not become airborne during construction. The contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or other applying means for this purpose.

Copies of the plans, specifications, and other contract documents shall be kept at this office at the site of the Work and available for use at all times. In addition, the Contractor shall provide suitable space at the field office, either adjacent to or partitioned off from his office at the site for use by the Resident

Project Representative and/or inspector. The office shall be provided with an outside entrance door with a substantial lock, adequate heating, air conditioning, and lighting facilities. Contractor shall pay all electricity, and heating bills and shall provide telephone services as specified herein. The general arrangement of the office and facilities provided shall be acceptable to the Engineer.

COMPLAINTS: All complaints to the Contractor or any of the subcontractors or to the County's engineering are to be reported in writing immediately to the County's project coordinator. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.

NOTIFICATION OF WORK: The prime contractor will be required to contact the County Engineer daily to advise whether the contractor and/or subcontractor's crews will be working that day, in order that the engineer's inspector can be enabled to inspect and properly monitor the work.

WORKING HOURS: All work is to be accomplished between 8:00a.m. and 5:00 p.m. on Monday through Friday. The owner may grant permission to work certain areas during non regular business hours and Saturday or Sunday, in extenuating circumstances, or if permission is requested 48 hours in advance. No work will be permitted on Holidays.

PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: The Contractor will be held responsible for all damage to county furniture, walls and doorways and other property, caused by him or any of his subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces of structures, said arrangement shall be satisfactory and acceptable to the Owner or Owners of such damaged surfaces or structures, or to their legally responsible officers, agents, or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

CONSTRUCTION LIMITS: The Contractor shall confine his construction operations to the construction limits and provided for the project and shall carefully note where in buildings, structures, or other obstructions will limit his working space. Equipment or materials shall not be stored beyond these limits without the express approval of the Owner of such property. The Engineer shall be informed as to any arrangements the Contractor makes on his behalf in these matters.

POLLUTION CONTROL: Contractor shall prevent the pollution of drains and watercourses by chemicals, debris and other substances resulting from construction activities. No chemicals, debris or their substances will be permitted to

enter drains to sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

CALENDAR DAY: Any day shown on the calendar, and 24-hour period thereof from 12:01 A. M. to midnight.

WORKING DAY: A working day shall be any day upon which the contractor can physically and legally prosecute the work and shall be determined and counted as provided in the KDOT Standard Specifications - Section 108.07.

EQUIPMENT INSTALLATION AND OPERATION: Equipment shall not be installed or operated except by, or with the guidance of, qualified personnel having the knowledge and experience necessary to obtain proper results. When so specified, or when employees of Contractor or his Subcontractors are not qualified, such personnel shall be field representatives of the manufacturer of the equipment or materials being installed.

Qualified field representatives shall be provided by the equipment manufacturers as required to perform all manufacturers' field services called for in the Specifications. Manufacturer's field representatives shall observe, instruct, guide, and direct Contractor's erection or installation procedures, or perform an installation check, as required. The field representative shall revisit the site as often as necessary to attain installation satisfactory to the Engineer.

Scope of Services

1. The contractor shall bid a new scale house using (attached proposed layout and finish description). The contractor shall be responsible and include all digging, aggregate, building materials and labor to complete the scale house to a turn-key. The scale house shall be either a pier built frame construction or set in place modular unit. The unit shall be turn-key in final delivery to the owner. All shipping costs, site preparation and pad preparation shall be included into estimates.
2. The owner is aware of buried utilities on site but has not located them. The contractor shall be responsible for locating and protecting all buried utilities within his work zone. He is highly encouraged to use the Kansas One Call Utility Location Service prior to beginning his work.
3. The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the type and minimum liability limits as set forth below:
 - a. A claim made policy not less than \$1,000,000.00 per occurrence and as an annual aggregate.
 - b. The Contractor shall maintain the full limit of coverage as stated above for one year after substantial completion of any project resulting from this request for proposals.
 - c. The contractor shall provide the County certification of said Insurance coverages required herein prior to commencing work and shall cause the County to be named as a co-insured where appropriate and allowed by law.
 - d. Worker's Compensation Insurance as required by law.
 - e. Prior to the termination or modification of any insurance policy required herein, contractor shall notify the county of said changes not less than 30 days prior to the effective date of said changes.
4. The Leavenworth County Solid Waste Transfer Station Scale Project documents are available at the Public Works Office, 300 Walnut, Suite 007, Leavenworth, Kansas. They can be printed from the County's website at www.leavenworthcounty.gov .
5. The contractor will be responsible for maintaining a clean safe work site and for the replacement of all disturbed surfaces with like materials.
6. If the contractor chooses he will be given access to the site during weekends and holidays with prior agreement from the Solid Waste Director and authorization of the Buildings and Grounds Director.
7. The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount of the contract to be awarded in each case. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

8. The work is to be completed between 7:00 am on TBA and 4:00 pm on TBA. Facility will remain open during construction
9. Invoicing: The Contractor shall invoice by the 15th of the month, for the services performed during the previous month. Submit invoice to the Leavenworth County Solid Waste Transfer Station, 300 Walnut Street, Leavenworth, Kansas 66048 to the attention of Tammy Saldivar.
10. Hold Harmless: The contractor agrees to protect, defend, indemnify and hold the County Commission, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor even if such claim is groundless, false or fraudulent.
11. The Board of County Commissioners reserves the right to cancel the project at any time prior to award of the contract.
12. Time of Performance: In the event the contractor fails to complete the project on time, and absent of any waiver by the county, the contractor shall be assessed and pay to the county delay damages in the amount of **\$1,000.00** per day of delayed performance. Delays due to weather shall be negotiated with the Buildings and Grounds Director.
13. If your firm is interested in providing the above-described service for Leavenworth County, please submit your bid for completing the project to the Leavenworth County Clerk, 300 Walnut Street, Leavenworth Kansas 66048 by 10:30 a.m. TBA. Send your bids marked as “**Leavenworth County Solid Waste Transfer Station Scale House Project.**”

**Transfer Station Scale Project
LEAVENWORTH COUNTY**



**SCOPE OF WORK,
CONTRACT DOCUMENTS AND
SPECIFICATIONS**

Firm Name: _____

Address: _____

Telephone: _____

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NOTICE TO CONTRACTORS

Sealed proposals will be received from Bidders by the County of Leavenworth, hereinafter referred to as the Owner, at the Leavenworth County Clerk, Courthouse, 300 Walnut, Leavenworth, KS 66048 until 10:30 A.M. **TBD** for the furnishing of all material and labor necessary to complete Scope of Work (pages 48-50). A mandatory pre-bid walk through will be at 9:00am **TBD**. Bids will be opened and publicly read at 10:30 A.M., **TBD**. Contractors will be notified of the results within 10 days after the date set above for the bids to be opened. The Contract shall be awarded to the lowest responsible bidder, but the County of Leavenworth reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Each bid shall be made on a printed proposal form included with these documents. Bids shall be submitted in sealed envelopes and shall be marked **Leavenworth County Solid Waste Transfer Station Scale Project**. All proposal forms shall be properly executed by an officer of the firm making such proposal.

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Each bidder shall file with his bid a bid bond, cashier's check or a certified check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of his bid.

Non-resident corporations that are not already registered with the Kansas Secretary of State and all non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in an amount of ten percent (10%) of the contract.

If you have any questions over the Plans, Specifications, and Contract Documents please contact Aaron Yoakam, Buildings and Grounds Superintendent at (913) 684-0790.

Prepared By: County of Leavenworth

Aaron Yoakam
Buildings and Grounds Director

Chairman, County Commission

ATTEST:

County Clerk

INSTRUCTION TO BIDDERS

1. PROPOSAL

All proposals shall be made on the forms provided in this bound volume of Contract documents. Each proposal must be enclosed in a sealed envelope plainly marked **Leavenworth County Solid Waste Transfer Station Scale Project**. All proposals shall be addressed to "County Clerk", County of Leavenworth, 300 Walnut, Leavenworth, Kansas, Attention: "County Engineer". All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications and Contract Documents.

2. PROPOSAL GUARANTEE

Each bid shall be accompanied by a certified check, cashier's check, or Bid Bond drawn on an acceptable Bank, made payable, without condition, to the County of Leavenworth, Kansas, in an amount of not less than five percent (5%) of the total bid. The amount of said check may be retained by and forfeited to the County of Leavenworth as liquidated damages if such proposal is accepted and the contract awarded, and the bidder fails to enter into a contract in the form prescribed, with the required maintenance, performance and statutory bond, within ten (10) days after such award is made by the County of Leavenworth. Bid checks will be returned to unsuccessful bidders at such time as their bids have been rejected and to the successful bidder upon receipt of statutory maintenance, performance and statutory bond, in an amount equal to 100 percent of the contract.

3. TAXES

It is the intent of the County to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing this proposal, omit from his computed costs all appropriate Sales and Compensating Taxes.

The Contractor, subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. He may reproduce as many copies of the certificate as needed.

Upon completion of this project, the Contractor shall furnish to the County Clerk a sworn statement, on a form to be provided by the Director of Taxation of the State of Kansas, that all purchases made using the sales tax exemption certificate were entitled to exemption under K.S.A. 79-3606 as amended. The sworn statement shall be supplied before approval for final payment on the Contract is given. Copies of all invoices associated with this project, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the County. All such invoices will be held by the County for a period of not less than five (5) years and shall be subject to audit by the Director of Taxation of the State of Kansas.

4. TIME OF COMPLETION

The attention of the bidder is called to provisions hereinafter stipulated relative to delays, extensions of time, and liquidated damages.

5. WITHDRAWAL OF BID

No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of said proposals.

A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

6. ACCEPTANCE AND REJECTION OF BIDS

The County of Leavenworth reserves the right to accept the bid which, in its judgment, is the best bid for the work covered by the proposal, and to award the bid, or to reject any or all bids for any reason and to waive irregularities and informalities in any bid submitted.

7. BONDS

The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount of the contract to be awarded in each case. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

8. INSURANCE

The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth against all hazards or risks of loss as hereinafter specified. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the

County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.

- | | |
|-------------------------------|--|
| 1. "Owners and Contractors" | General Liability –
\$1,000,000.00 Combined
Single Limit (CSL) |
| 2. "Workers Compensation" | Each Accident \$500,000;
Disease Policy Limit \$500,000;
Disease – Each Employee
\$500,000 |
| 3. "Comprehensive Automobile" | \$1,000,000.00 (CSL) – to cover
Liability all owned, non-owned and
hired vehicles, including the
loading & unloading. |

- | | |
|----------------------------|--|
| 4. "Comprehensive General" | \$1,000,000.00 (CSL) – this Liability covers only the contractor, not the same policy as #1. |
| 5. "Performance Bond" | 100 percent of the contract, intact throughout the life of the contract. |
| 6. "Materials and Labor" | 100 percent of the contract, intact throughout the life of the life of contract. |

All subcontractors shall have the same minimum coverage.

All policies shall be on a "per occurrence" basis.

Satisfactory certificates of insurance shall be submitted to the County prior to execution of the contract documents, and the form, limits and duration of said policies shall be subject to the approval of the County.

All policies and bonds shall be written by companies authorized to do business in the State of Kansas.

9. BID PREFERENCE

Existing State Law (K.S.A. 75-3740a) requires that to the extent permitted by federal law and regulations the County, when letting contracts for bids, must require a successful bidder-contractor domiciled outside the State of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas Contractor as would be required of such Kansas domiciled Contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition and if it is determined by the County that the apparent lowest and best bidder is a foreign domiciled Contractor who has failed to comply with this state requirement, such bid shall be rejected.

10. NON-DISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin, ancestry, age or disabilities. In all solicitations or advertisements for employees, the Contractor, all subcontractors and vendors shall include the phrase "Equal Opportunity Employer" or a similar phrase as may be approved by the Kansas Commission of Civil Rights.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be cancelled, terminated or suspended, in whole or in part, by the County.

11. COMPETENCE OF BIDDER

Before award of the Contract the successful bidder will be required to satisfy the Board of County Commissioners as to his experience and competence to construct the work, and as to his integrity and reliability to carry the provision of his Performance Bond, and as to his resources for its vigorous prosecution.

12. EXAMINATION OF PROPOSED WORK

Each bidder must examine for himself the location of the proposed work and conditions affecting the work. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of the any part of the Specifications or Contract Documents, he may submit to the Engineer a written request, not less than 72 hours prior to the time of bid opening, for an interpretation thereof. Any interpretation of the documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The owner or Director will not be responsible for any interpretations of the documents

13. BID MATERIALS AND PROPOSAL DISCREPANCY

The Bidder shall base his bid on materials and equipment complying fully with the Specifications and Contract Documents, and in the event the bid specifies materials or equipment which do not so conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

In case of discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the products of the quantities of work and the Unit Prices, Bidder agrees that the Unit Prices shall govern, and any errors found in said products and Gross Sum may be corrected by the Owner.

Ladies and Gentlemen:

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

Scale Project
Leavenworth County Solid Waste Transfer Station
BID FORM

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Scale Project as defined in Scope	1	1		

TOTAL PROJECT

Sealed bids must be received by: **TBA at 10:30 a.m.**
Please submit all sealed bids to:

Leavenworth County Clerk
Scale Project at Transfer Station Contract
300 Walnut, Suite 106
Leavenworth, KS 66048

Company Name:

Name (Printed):

Date:

Construction for **Leavenworth County Solid Waste Transfer Station Scale Project** will be completed within 90 working days after date of notice to proceed.

1. In submitting this bid, the undersigned declares that he is the only person interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract, and that the bid is in all respects fair and without collision, fraud, or misrepresentation.
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The Contractor states that it is domiciled in the State of Kansas or if domiciled outside of the State of Kansas, its bid submitted for this improvement is in compliance with the requirements of Chapter 336, 1972 Kansas Session Laws. The Contractor agrees and understands that failure on its part to comply with said law voids the provisions of this agreement and the contract is null and void.
4.
 - a. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
 - b. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer".
 - c. If the Contractor fails to report to the Kansas Commission on Civil Rights in accordance with Section 15 of Chapter 194, 1972 Kansas Session Laws, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County.

The Contractor, shall include the provisions of subsections (a) through (c) inclusive in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vender.

5. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.

Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of _____ Dollars (\$_____) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in _____ this _____ day of _____, 20____.

Signature of Bidder: _____

Contractor

By: _____

Title

Address of Contractor

Telephone Number

NOTICE OF AWARD

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, considered your Bid submitted on _____ for the above Project.

You are hereby notified that your Bid has been accepted in the amount of _____ for items _____.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non-Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Owner

By _____

Title _____

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1031, as amended, including Subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in party, by the contracting agency; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base contract before signing thereof and acceptance of the terms of this certificate.

Project

(Name of Contractor)

By _____

Date

CORPORATE SEAL

(Official Title of Signer)

CERTIFICATE OF INSURANCE

STATE OF KANSAS)
)
COUNTY OF LEAVENWORTH) SS

The undersigned hereby certifies to Leavenworth County, Kansas, the insurance policies have been issued to:

Name of insured _____
Address _____

Which will be in force to cover the work to be performed under the Contract for _____

_____ and that such policies are in every manner in compliance with the insurance requirements as set for in Instructions to Bidders and the General Conditions as stated in these Contract Documents of Leavenworth County, Kansas with the following exception:

In the event of any material change in or cancellation of any such policy, the company will give written notice to the Public Works Department, Leavenworth County Courthouse, Leavenworth, Kansas 66048, 10 days prior to any such change or cancellation.

Date

Name of Insurance Company

Authorized Representative

Address

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____, as Surety, are held and firmly bound unto the County of Leavenworth, Kansas, in the full and just sum of \$_____ for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas _____ upon this completion of a contract for the Justice Center Carpet Leavenworth County Justice Center (and has been accepted by the County of Leavenworth, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of one year beginning on the date the County so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, said _____ shall guarantee the above work for a period of one year from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Countersigned: _____ By: _____
By: _____ Kansas Resident Agent By: _____ Attorney-in-Fact
Power of Attorney attached

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

_____ of _____,
hereinafter referred to as "Contractor", and

_____, a Corporation

organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the County of Leavenworth, Kansas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be bind ourselves and our heirs, executive, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20____, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, gasoline, lubricating oils, fuel oils, greases, coal or any other supplies or materials used or consumed by such Contractor or his, their or subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROJECT: Leavenworth County Solid Waste Transfer Station Scale Project
Leavenworth County, Kansas

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of

_____, 20____.

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)
(Attorney-in-fact)

By _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

Contractor, and _____ with

General Offices in County of _____, a Corporation organized

under the laws of the State of _____, and authorized to transact

business in the State of Kansas, as Surety, are held and firmly bound unto the

STATE OF KANSAS, and the County of Leavenworth, KANSAS, in the penal sum of

\$_____ Dollars (\$_____)

Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into contract with the aforesaid Owner for furnishing all tools, equipment, materials and supplies, performing all labor and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of the County Engineer.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction or making of, the above described improvement, including gasoline, lubricating oils, fuel oil, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect

Project: **Leavenworth County Solid Waste Transfer Station Scale Project** County of Leavenworth, Kansas

Its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be here unto affixed by its attorney-in-fact duly authorized thereunto so to do, at

_____ on this, the _____ day of _____, 20____.

Contractor

By _____(SEAL)

(Official Title)

SURETY COMPANY

By _____(SEAL)

By _____
Attorney-in-Fact

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

LEAVENWORTH COUNTY KANSAS

**Leavenworth County Solid Waste Transfer Station Scale Project
CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the "Owner" and _____

party of the second part, hereinafter termed in this agreement, "The Contractor", shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled Parking Lots Improvements Leavenworth County Justice Center said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of Street Improvements in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for constructing said Street Improvements, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) _____ for all the work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60-1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner, and will complete all work covered by this contract within 15 working days.

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Party of the First Part
County of Leavenworth, KANSAS

By: _____
Chairman County Commission

ATTEST:

County Clerk

Party of the Second (Contractor)

By: _____

Leavenworth, Kansas _____, 20_____.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved.

Attorney for Owner

NOTICE TO PROCEED

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, having executed the Agreement dated _____, 20____, hereby gives you written authorization to proceed with the work on _____, 20____.

In accordance with the contract, the work shall be completed in its entirety within _____ working days after the date stated in this notice.

Dated this _____ day of _____, 20____.

Owner

By

Title

COMPLETION OF WORK CERTIFICATE

Project _____

To: _____ Owner

In compliance with the Contract Documents of this Project, and on the basis of my observations and review of the Work, final inspection, and review of the Final Payment, I am satisfied that the Work has been completed according to the contract, plans, and specifications; and that the Contractor has fulfilled all of his obligations under the contract documents.

I hereby recommend that the Final Completion date of this Project be set as _____, 20____, and that the Final Payment be approved.

Date this _____ day of _____, 20_____.

Engineer

By _____

Title _____

The Final Completion date as set in this Certificate is hereby approved.

Contractor

By _____

Title _____

Approved by the Owner:

By _____

Title _____

CONTRACTOR'S AFFIDAVIT

Project _____

To: _____ Owner

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as principal contractor, or by a subcontractor or otherwise, for supplies, materials or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Dated this _____ day of _____, 20____.

Contractor

By _____

Title _____

State of Kansas)
County of Leavenworth) SS

On the _____ day of _____, 20____, before me personally appeared _____, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My Commission Expires _____, 20____.

GENERAL CONDITIONS

SCOPE: The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, the Plans herein referred to, and other drawings, and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Engineer as are necessary to make clear, and to define in greater detail, the intent of the Specifications and Plans, are each all included in this Contract and the work shall be done fully in accordance therewith.

DEFINITIONS: Whenever any word or expression, defined in this Paragraph, or pronoun used in its stead, occurs in these Contract documents, it shall have and is mutually understood to have the meaning herein given.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein.
2. "Owner" or words "Party of the First Part" shall mean The County of Leavenworth, KS.
3. "Contractor" or words "Party of the Second Part" shall mean the party entering into Contract for the performance of the work covered by this Contract and his duly authorized agents or legal representatives.
4. "Engineer" or "Engineers" shall mean the County Engineer or Engineers who have been employed by the Owner for this work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
5. "Observer" shall mean the engineering or technical observer or observers duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to him or them.
6. "Resident representative" shall mean the qualified technical representative designated by the Engineer to observe the work on a continuous basis and to be present at the site of the work when required. This term may be synonymous with "observer".
7. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.

8. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.

9. "Plans" or "the plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.

10. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

12. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract, agreement of which these general conditions are a part.

VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

TITLES AND SUBHEADS: The titles or subheadings used in this Contract and on the Contract Plans and drawings and in the Specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

COPIES OF CONTRACT: Sufficient copies of the proposal, bonds, and Contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the Contracts signed by both parties thereto. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owners copy of the executed documents.

SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS: The said Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set

forth in both, in order that the work shall be completed according to the complete design or designs of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Specifications, and Plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

SILENCE OF SPECIFICATIONS: The apparent silence of Specifications, Plans, Special Conditions and Supplemental Specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Specifications shall be made on the basis above stated.

FIGURED DIMENSIONS TO GOVERN: Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

CONTRACTOR TO CHECK PLANS AND SCHEDULES: The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the Plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's Office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof

upon the Contractor, and the date of said service shall be the date of such delivery of mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all transportation, tools equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by him. He shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct or himself or his subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. He shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

PATENTS: It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at his own cost and expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suite or claim remains unsettled. The Contractor, however, shall not be liable for the payment of any damages or other cost in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the Design of the work to be done under this Contract or by the Contract Specifications therefore.

INDEPENDENT CONTRACTOR: The right of general administration of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the work.

RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to

the least possible extent with the work of such contractors or workmen. He shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on his part, and shall, at his own expense, repair or pay for such injury or damage. Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the Engineer to the Contractor so desiring, to the extent which may be reasonably necessary.

DEFENSE OF SUITS: In case any action at law or suit in equity is brought against the Owner, the Engineer, or any of their officers or agents for, or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their employees or agents, the Contractor shall indemnify, defend, and save harmless the Owner, the Engineer, and their officers and agents, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

METHOD OF OPERATION: The Contractor shall give to the Engineer full information in advance, as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer to be inadequate to insure the required quality, or rate of progress, of the work, he may inform the Owner who may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer or Owner to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, Engineer, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no

objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK: Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

AUTHORITY AND DUTY OF THE ENGINEER: It is mutually agreed by and between the partners to this Contract that the Engineer shall act as the representative of the Owner and shall observe, as required the work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall, in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he shall determine, where applicable, questions in relation to said work and the construction thereof; that he shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and finding shall be the conditions precedent to the right of the parties hereto, to arbitration or to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Engineer, within thirty (30) days his written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to arbitration as herein provided. The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of Contractor or any Subcontractor or any of his or their agents or employees, or any other person at the site or otherwise performing any of the work.

PROJECT REPRESENTATIVE AND OBSERVATION: It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ, either directly or through the Engineer, such resident project representatives or observers as the Owner may deem proper, to observe the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the resident representatives for the proper observation and examination of the work and all parts thereof.

The Contractor shall comply with the directions and instructions of the Engineer, or any resident representative or observer so appointed, when the same are consistent with the obligations of this Contract and the Plans and Specifications therefor. However, should the Contractor object to any order given by any subordinate engineer, resident

representative or observer, the Contractor may make written appeal to the Engineer for his/her decision.

Resident representatives, observers, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees, shall be sufficient reason, if the Owner so decides, to annul the Contract.

Such observation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer.

NO WAIVER OF RIGHTS: Neither the observation by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SUPERINTENDENT OF WORK: The Contractor shall provide and maintain, continually on the site of work during its progress, adequate and competent superintendence of all operations for an in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of sub-contractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the work at all times.

ORDERS TO CONTRACTOR'S AGENT: Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, or his representative to, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

PROTECTION OF PROPERTY AND PUBLIC LIABILITY: The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held

responsible for all accidents to persons or property through any negligence of himself or his employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Engineer against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not - specifically but not limited to damages due to delay in utility relocation.

INSURANCE: General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that should any described policies be changed/or cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder, except if cancellation is for Non-Payment of premium then ten (10) days written notice will be given.

(a) Workmen's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(b) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(c) Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the foregoing paragraph entitled "Defense of Suits".

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(d) Owners and Contractors Liability. This insurance shall be written in comprehensive form and shall protect the Owner against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(e) Additional Insurance. Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

MODIFICATIONS AND ALTERATIONS: In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line grade, form, arrangement, dimensions, extent, or plan, of the work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price

or prices therefore where such unit prices are included in the Contract, otherwise such addition work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would replaced or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the work as originally planned, as determined by the Engineer.

All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under authority of the Owner or by the Owner direct.

EXTRA WORK: The term "Extra Work", as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the work shown by the Contract Plans, or required or reasonably implied by the specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner, and it is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C". If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus ten percent (10%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work; (b) all materials and supplies; (c) trucks, and rentals on machinery and equipment, for the time actually employed or used in the performance of the said extra work; (d) any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said work and similar operating expenses; (f) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, workmen's compensation, and other insurance required by the Contract. The Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method "C". In the event that machinery and heavy construction equipment be required for such extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The ten percent (10%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, and field

office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any order or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and he shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of his payment to arbitration as hereinafter provided.

EXTRA WORK A PART OF CONTRACT: If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

ARBITRATION: All questions of dispute arising from, or in connection with, the interpretation or application of any provision of the Contract agreement, or the general and special conditions thereof, may be submitted to arbitration at the request of either party to the dispute. The parties thereto may agree upon one arbitrator, otherwise there shall be three, one named in writing by each party and the third chosen by the two arbitrators so selected.

Should the party demanding arbitration fail to name an arbitrator within ten (10) days from the date of his demand, his right to arbitrate shall lapse, and the decision of the Engineer shall be final and binding upon him. Should the other party fail to choose an arbitrator within ten (10) days after services of such demand, the Engineer shall appoint such arbitrator.

The arbitrator or arbitrators shall act with promptness. In the case of three arbitrators, the decision of any two shall be binding on both parties to the Contract, as shall that of a single arbitrator if the dispute is submitted thereto as heretofore provided. The decision of the arbitrator or arbitrators may be filed in court to carry it into effect.

If they consider that the case so demands, the arbitrator or arbitrators are authorized to award the party whose contention is sustained such sum or sums as they deem proper for the time, expense, and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbitrators may fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbitrators must be made in writing, and shall not be open to objection on account of the form of proceedings or award.

The decision of the arbitrators upon any question submitted to arbitration shall be a condition precedent to any right of legal action.

The Contractor shall not cause a delay of the work during any arbitration proceedings except by agreement with the Owner. It is understood and agreed by the parties to the Contract that no requirement or statement herein shall be interpreted as

curtailing the power of the Engineer to determine the amount, quality, and acceptability of work and materials.

PROVISION FOR EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Paragraphs entitled MODIFICATIONS AND ALTERATIONS; EXTRA WORK and EXTENSIONS OF TIME.

ASSIGNMENT AND SUBLETTING OF CONTRACT: The Contractor shall not assign or sublet the work, or any part thereof, without consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such

notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

SUSPENSION OF WORK ON NOTICE: The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by written order of the Owner or Engineer, and for such periods of time as it or he shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Owner or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

LAWS AND ORDINANCES: The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, City and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

SANITARY REGULATIONS: In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

CHARACTER OF WORKMEN: The Contractor shall employ only workmen who are competent to perform the work assigned to them, and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

SUNDAY, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 5 p.m. and 8 am.. nor on Sundays or legal holidays without the written approval or permission of the Superintendent in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Day work may be established by the Contractor, as a regular procedure, with the written permission of the Engineer; such permission, however, may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

BEGINNING, PROGRESS, AND THE TIME OF COMPLETION OF WORK: The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the sequences he proposes to follow, and giving the dates on which he expects to start and complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

HINDRANCES AND DELAYS: In executing the Contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions.

EXTENSIONS OF TIME: The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final

completion of the work by any act or delay of the Owner or Engineer, or of any employee of either, or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, or by any cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide would justify the delay, then an extension of time sufficient to compensate for such delay in the final completion of the work shall be granted by the Owner; the amount of such extension of time to be determined by Engineer; provided, however, that the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of the delay in each case.

LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the even that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, or the Owner, at its election, shall have the right to deduct from the total compensation otherwise due the Contractor, as stipulated liquidated damages and not as a penalty, an appropriate sum, fixed and agreed to in advance, in accordance to the following schedule:

<i>Contract Amount</i>	<i>Liquidated Damages</i>
\$0 to \$25,000	\$75.00/24-hour period
\$25,001 to \$50,000	\$105.00/24-hour period
\$50,001 to \$100,000	\$150.00/24-hour period
\$100,001 to \$500,000	\$300.00/24-hour period
\$500,001 to \$1,000,000	\$450.00/24-hour period
\$1,000,001 to \$2,000,000	\$600.00/24-hour period
\$2,000,001 to \$5,000,000	\$1,000.00/24-hour period
\$5,000,001 and up	\$1,500.00/24-hour period

Said sum shall be paid for each 24-hour calendar day.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

TEST OF MATERIALS OFFERED BY CONTRACTOR: All specified and required tests for approval of source of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such material as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said Owner. Any tests specified in the Contract Documents of finished work or materials shall be performed by the Contractor. Failure of such tests shall be deemed evidence of defective work and such work shall be replaced or repaired until satisfactory tests have been secured. Any special tests required by law ordinance, statute or regulations of any public body having jurisdiction shall be performed by and at the expense of the Contractor.

CLEAN-UP: The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining offices.

PERMITS: The Contractor shall secure all permits that may be required to construct the facilities included in this Contract. All cost in connection therewith shall be borne by the Contractor.

REMOVAL OF REJECTED MATERIALS AND STRUCTURES: The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Engineer ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

PLACING WORK IN SERVICE: If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a period of one year or longer thereafter, as stipulated in the following Paragraph, or as stipulated in the Special Conditions.

DISPOSAL OF TRASH AND DEBRIS: The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first-class condition.

DEFECTIVE WORKMANSHIP AND MATERIALS: During a period of one year, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

EQUIPMENT GUARANTY: All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and his surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of one year from and after the date of acceptance thereof by the Owner, and each item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the Owner.

MONTHLY ESTIMATES: The Engineer will, at regular monthly intervals, make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner. The Engineer will submit said Estimate each month to the Contractor for his approval, and to the Owner for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump Sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

LEAVENWORTH COUNTY, KANSAS
Leavenworth County Solid Waste Transfer Station Scale Project
Leavenworth County
SPECIAL CONDITIONS

GENERAL DESCRIPTION AND SCOPE OF WORK: The contractor shall bid a Survivor OTR steel deck truck scale (70ftX11ft) with a single row painted yellow guard rails. Included in the estimates will be the following, Lake 720i scale indicator, 2 Rice Lake laser light remote display score board, labor, installation, calibration, shipping costs, crane fees and placing into commercial use in Kansas. The contractor shall be responsible for concrete and construction of 4 pier footings, 3 washout floors underneath the scale, (2) 10ft level approach pads on ends of the scale, (2) 25ft ramps if needed on ends of the scale pads. The construction estimate shall include all digging, aggregate, building materials and labor to complete the scale into use.

CONTRACT DRAWINGS: The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop and dimension drawings of material and other drawings where specified, are shown in the "Index to Drawings on the Cover sheet of the Plans.

SHOP DRAWINGS

a) Submit Shop Drawings in triplicate for review. Following review, one copy will be returned to Contractor who shall be responsible to accurately duplicate or make facsimiles of such reviewed Shop Drawings (including all marks, comments, approvals, disapproval's, or other instructions of the Engineer included in the Shop Drawings and/or communications accompanying Shop Drawings) in quantity necessary for his further use and distribution.

b) On Project completion, Contractor submit one copy of approved Shop Drawings (or facsimile thereof) to Owner.

c) Submit all Shop Drawings to Buildings and Grounds Director, County Courthouse, 300 Walnut Leavenworth, KS 66048. The County retained Engineer will review such Shop Drawings for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. Shop Drawings, so reviewed and approved or bearing any comments or corrections, will then be returned to the Contractor.

CONSTRUCTION COORDINATION

a) Contractor shall provide for the security of his own material and equipment and shall provide security to protect the Owner's property from construction operations, damage, vandalism, theft, etc.

b) Before starting construction, a Pre-Construction meeting shall be held with Contractor, Architect, Engineer and Owner to discuss and review the Project. Items to be discussed include construction schedule and sequence of construction; security of Owner's property; definition of contractor's normal work day and week; names of sub-contractors and their job site representatives; time schedule and method of counting time on the project; the nature of material tests and inspections; monthly pay estimates; review intent of Contract Documents; and Owner's requirements for non-discrimination, Affirmative Action Requirements and Manpower Utilization Reports.

c) Contractor shall assume general coordination and direction of the project, see Supplemental General Conditions.

PROCESS AGENT CERTIFICATE: Pursuant to K.S.A. 16-113, if the Contractor to whom the Contract is awarded is not a resident firm of the State of Kansas, he shall execute and file "Certificates of Appointment of Process of Agent" with the Clerk of the District Court at the Leavenworth County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee of Five Dollars (\$5.00) is required. These certificates are pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

SAMPLING AND TESTING: All sampling and testing deemed necessary by the Owner to determine if materials or methods are in compliance with the Specifications shall be performed by a Testing Laboratory selected by the Owner. The cost of all such test showing compliance with the Specifications shall be paid by Contractor. However, in the event that any test indicates noncompliance with Specifications, at least one additional test will be paid for by the Owner to determine acceptability of materials or methods.

PROPOSAL: The Contractor acknowledges and agrees that the unit prices shown in the proposal contemplate the construction of all facilities complete, and in conformance with Plans and Specifications. Any item or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

DELAYED WORK ORDERS: The Owner reserves the right and may delay work orders on certain portions of work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of

work. A partial work order may be issued by the Owner for utility relocations, if, in the opinion of the Engineer, such would expedite utility relocation. Also, the Owner may wish to issue partial utility relocations have been made. No charge shall be made by the Owner or the Contractor for delays arising from the issuance of such delayed work orders other than provided for in the General Conditions.

SUB-CONTRACTORS: Prior to commencing any construction under this Contract, the Contractor shall submit to the Owner and the Engineer a list of all subcontractor's to perform portions of the work on the project. No work shall be commenced until the Owner and Engineer shall have approved the sub-contractor's proposal. Use of sub-contractors on portions of the work shall not relieve the contractor of his obligation to have a competent superintendent on the job site at all times.

CLEAN UP: The project shall be kept clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials shall not be allowed. Immediately after construction operations are complete, all equipment, debris, and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to be public and adjoining property owners.

BORROW AND WASTE AREAS: All borrow materials shall be obtained by the Contractor at his own cost and expense. The borrow area and materials shall be approved by the County Engineer, and shall be friable material suitable for compaction. All waste areas shall be located off the site and arrangements and payment for the use of such areas shall be the sole responsibility of the Contractor.

CONSTRUCTION SCHEDULE: After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the Engineer, a construction schedule which will insure completion of the project within the contract time. The schedule shall be submitted before the Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved.

NOISE CONTROL: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

DUST CONTROL: Adequate precaution shall be taken to ensure that excessive dust does not become airborne during construction. The contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or other applying means for this purpose.

Copies of the plans, specifications, and other contract documents shall be kept at this office at the site of the Work and available for use at all times. In addition, the Contractor shall provide suitable space at the field office, either adjacent to or partitioned off from his office at the site for use by the Resident Project Representative and/or inspector. The office shall be provided with an outside entrance door with a substantial lock, adequate heating, air conditioning, and lighting facilities. Contractor shall pay all electricity, and heating bills and shall provide telephone services as specified herein. The general arrangement of the office and facilities provided shall be acceptable to the Engineer.

COMPLAINTS: All complaints to the Contractor or any of the subcontractors or to the County's engineering are to be reported in writing immediately to the County's project coordinator. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.

NOTIFICATION OF WORK: The prime contractor will be required to contact the County Engineer daily to advise whether the contractor and/or subcontractor's crews will be working that day, in order that the engineer's inspector can be enabled to inspect and properly monitor the work.

WORKING HOURS: All work is to be accomplished between 8:00a.m. and 5:00 p.m. on Monday through Friday. The owner may grant permission to work certain areas during non regular business hours and Saturday or Sunday, in extenuating circumstances, or if permission is requested 48 hours in advance. No work will be permitted on Holidays.

PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: The Contractor will be held responsible for all damage to county furniture, walls and doorways and other property, caused by him or any of his subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces of structures, said arrangement shall be satisfactory and acceptable to the Owner or Owners of such damaged surfaces or structures, or to their legally responsible officers, agents, or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

CONSTRUCTION LIMITS: The Contractor shall confine his construction operations to the construction limits and provided for the project and shall carefully note where in buildings, structures, or other obstructions will limit his working space. Equipment or materials shall not be stored beyond these limits without the express approval of the Owner of such property. The Engineer shall be informed as to any arrangements the Contractor makes on his behalf in these matters.

POLLUTION CONTROL: Contractor shall prevent the pollution of drains and watercourses by chemicals, debris and other substances resulting from construction activities. No chemicals, debris or their substances will be permitted to enter drains to sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

CALENDAR DAY: Any day shown on the calendar, and 24-hour period thereof from 12:01 A. M. to midnight.

WORKING DAY: A working day shall be any day upon which the contractor can physically and legally prosecute the work and shall be determined and counted as provided in the KDOT Standard Specifications - Section 108.07.

EQUIPMENT INSTALLATION AND OPERATION: Equipment shall not be installed or operated except by, or with the guidance of, qualified personnel having the knowledge and experience necessary to obtain proper results. When so specified, or when employees of Contractor or his Subcontractors are not qualified, such personnel shall be field representatives of the manufacturer of the equipment or materials being installed.

Qualified field representatives shall be provided by the equipment manufacturers as required to perform all manufacturers' field services called for in the Specifications. Manufacturer's field representatives shall observe, instruct, guide, and direct Contractor's erection or installation procedures, or perform an installation check, as required. The field representative shall revisit the site as often as necessary to attain installation satisfactory to the Engineer.

Scope of Services

1. The contractor shall bid a Survivor OTR steel deck truck scale (70ftX11ft) with a single row painted yellow guard rails. Included in the estimates will be the following, Lake 720i scale indicator, 2 Rice Lake laser light remote display score board, labor, installation, calibration, shipping costs, crane fees and placing into commercial use in Kansas. The contractor shall be responsible for concrete and construction of 4 pier footings, 3 washout floors underneath the scale, (2) 10ft level approach pads on ends of the scale, (2) 25ft ramps if needed on ends of the scale pads. The construction estimate shall include all digging, aggregate, building materials and labor to complete the scale into use.
2. The owner is aware of buried utilities on site but has not located them. The contractor shall be responsible for locating and protecting all buried utilities within his work zone. He is highly encouraged to use the Kansas One Call Utility Location Service prior to beginning his work.
3. The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the type and minimum liability limits as set forth below:
 - a. A claim made policy not less than \$1,000,000.00 per occurrence and as an annual aggregate.
 - b. The Contractor shall maintain the full limit of coverage as stated above for one year after substantial completion of any project resulting from this request for proposals.
 - c. The contractor shall provide the County certification of said Insurance coverages required herein prior to commencing work and shall cause the County to be named as a co-insured where appropriate and allowed by law.
 - d. Worker's Compensation Insurance as required by law.
 - e. Prior to the termination or modification of any insurance policy required herein, contractor shall notify the county of said changes not less than 30 days prior to the effective date of said changes.
4. The Leavenworth County Solid Waste Transfer Station Scale Project documents are available at the Public Works Office, 300 Walnut, Suite 007, Leavenworth, Kansas. They can be printed from the County's website at www.leavenworthcounty.gov .
5. The contractor will be responsible for maintaining a clean safe work site and for the replacement of all disturbed surfaces with like materials.
6. If the contractor chooses he will be given access to the site during weekends and holidays with prior agreement from the Solid Waste Director and authorization of the Buildings and Grounds Director.
7. The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount of the contract to be

awarded in each case. With each bond there shall be filed with the County one copy of “Power of Attorney” certified to include the date of the bonds.

8. The work is to be completed between 7:00 am on **TBA** and 4:00 pm on **TBA**. Facility will remain open during construction
9. Invoicing: The Contractor shall invoice by the 15th of the month, for the services performed during the previous month. Submit invoice to the Leavenworth County Solid Waste Transfer Station, 300 Walnut Street, Leavenworth, Kansas 66048 to the attention of Tammy Saldivar.
10. Hold Harmless: The contractor agrees to protect, defend, indemnify and hold the County Commission, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor even if such claim is groundless, false or fraudulent.
11. The Board of County Commissioners reserves the right to cancel the project at any time prior to award of the contract.
12. Time of Performance: In the event the contractor fails to complete the project on time, and absent of any waiver by the county, the contractor shall be assessed and pay to the county delay damages in the amount of **\$1,000.00** per day of delayed performance. Delays due to weather shall be negotiated with the Buildings and Grounds Director.
13. If your firm is interested in providing the above-described service for Leavenworth County, please submit your bid for completing the project to the Leavenworth County Clerk, 300 Walnut Street, Leavenworth Kansas 66048 by 10:30 a.m. **TBA**. Send your bids marked as “**Leavenworth County Solid Waste Transfer Station Scale Project.**”