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. 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 September 22, 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 September 15, 2021

- b) Approval of the minutes of the work session of September 15, 2021
- c) Approval of the schedule for the week September 27, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve Case # DEV-21-129 Final Plat for Emerald Estates

#### VII. FORMAL BOARD ACTION:

- a) Consider a motion to accept the recommendation for the Bridge HP-19 replacement construction inspection services and award to Finney and Turnipseed in an amount not to exceed \$134,900.00.
- b) Consider a motion to approve Resolution 2021-41, placing a stop sign at the intersection of 214<sup>th</sup> and Loring Road.
- VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.
  - a) Executive session to discuss legal matters
  - IX. ADDITIONAL PUBLIC COMMENT IF NEEDED
  - X. ADJOURNMENT

WORK SESSION IMMEDIATELY FOLLOWING REGULAR MEETING TO DISCUSS ARPA FUNDS

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

#### Monday, September 20, 2021

#### Tuesday, September 21, 2021

12:00 p.m. LCPA meeting

#### Wednesday, September 22, 2021

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

#### Thursday, September 23, 2021

#### Friday, September 24, 2021

12:00 p.m. Leavenworth/Lansing Chamber of Commerce meeting

• Fairfield Inn meeting room, 1101 N. 4th St. Leavenworth, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

#### \*\*\*\*\*\*September 15, 2021 \*\*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, September 15, 2021. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: Nancy Carpenter, Mike McDonald, Stacey Schmitt, John Matthews, AW Himpel, Dennis Taylor

#### PUBLIC COMMENT:

There were no public comments.

#### **ADMINISTRATIVE BUSINESS:**

David Van Parys reported on the Opioid litigation and requested approval of the bankruptcy plan.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve the submitted bankruptcy plan.

Motion passed, 5-0.

Commissioner Mike Smith indicated he will not be able to attend the September 29 meeting and requested appointment of a chairperson for that day.

A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to appoint Commissioner Kaaz as chairperson for the September 29<sup>th</sup> meeting.

Motion passed, 5-0.

Commissioner Stieben requested the appointment of the Sherman Township Clerk be continued until he has an opportunity to speak to the applicant and his constituents.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to table this matter and that the previously submitted application be accepted and the deadline for additional applications be September 23<sup>rd</sup> at noon and that the position be re-advertised as it had been previously done.

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

Commissioner Doug Smith requested to look at special use permits when the Board reviews the Comprehensive Plan.

Commissioner Stieben inquired about the affect the President's executive order regarding vaccines has on Leavenworth County government.

David Van Parys reported it does not affect Leavenworth County government at this time.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, September 15, 2021 as presented.

Motion passed, 5-0.

Bill Noll requested acceptance of the 2023 Off-System Bridge program award for ST-100 bridge replacement over Little Stranger Creek on Fairmount Road.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to accept the 2023 Off-System Bridge program award for ST-100 bridge replacement over Little Stranger Creek on Fairmount Road.

Motion passed, 5-0.

Stacey Schmitt, Mike McDonald and Nancy Carpenter commented on non-agenda items.

The Commissioners attended the grand re-opening ribbon cutting of Price Chopper this morning.

Commissioner Culbertson attended the Easton City Council meeting in which a MOU was signed between the city of Easton and Leavenworth County that changed some streets for maintenance purposes.

Commissioner Kaaz attended the Leavenworth City Commission meeting last night, LCDC meeting last Thursday and attended a volunteer opportunity by Rural Leavenworth County, Inc. with Fire Station #2 with Commissioner Stieben.

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

A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to adjourn. Motion passed, 5-0.

The Board adjourned at 9:34 a.m.

#### \*\*\*\*\*\*September 15, 2021 \*\*\*\*\*\*

The Board of County Commissioners met in a work session on Wednesday, September 15, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Bill Noll, Infrastructure and Construction Services; David Breuer, Mayor of Basehor; Leslee Rivarola, Basehor City Administrator; Maddie Waldeck, Basehor Project Manager & Assistant City Administrator; John Richmeier, Leavenworth Times

Residents: AW Himpel, John Matthews, Dennis Taylor

A work session was held to discuss the 155th Street project as presented by the city of Basehor.

The Board ended the work session at 11:39 a.m.



# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

#### Monday, September 27, 2021

#### Tuesday, September 28, 2021

9:00 a.m. Workforce Partnership Board Training Session via Zoom

12:00 p.m. MARC meeting via Zoom

#### Wednesday, September 29, 2021

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

#### Thursday, September 30, 2021

#### Friday, October 1, 2021

5:00 p.m. 15<sup>th</sup> Annual Meals on Wheels Benefit

• Church of the Open- Door Community Building, 4800 S. 20th St., Leavenworth, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

			P.O.NUMBER	CHECK#					
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP	09/17/2021	1-001-5-53-215	4013-019994 UNIFORM RENTALS	76.71	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP		1-001-5-53-215	4013-019994 UNIFORM RENTALS	76.71	
							*** VENDOR 4120 TOTAL		153.42
438	ADVENTHEALTH	ADVENTHEALTH SHAWNEE MISSION	322119	94037 AP	09/17/2021	1-001-5-14-321	SXUAL ASSAULT EVIDENCE KIT	725.00	
249	AMBERWELL	ATCHISON HOSPITAL	322120	94038 AP	09/17/2021	1-001-5-07-206	LVCO SHERIFF- RAPID RESPONSE D	45.00	
1065	BTX	BTX KS, INC	322126	94044 AP	09/17/2021	1-001-5-07-219	LVCO - INMATE X-RAYS	156.00	
36	CAHILL PAT	PATRICK J CAHILL	322184	94100 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
362	CASAD BENJAMIN	BENJAMIN CASAD	322185	94101 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	322128	94046 AP	09/17/2021	1-001-5-07-362	3773122 BACKUP EXEC SOFTWRE,SY	514.55	
24545	CDW GOVERN	CDW GOVERNMENT INC	322128	94046 AP	09/17/2021	1-001-5-07-362	3773122 BACKUP EXEC SOFTWRE,SY	2,932.23	
							*** VENDOR 24545 TOTAL		3,446.78
94	DAVIS FUNERAL CHAPEL	DAVIS FUNERAL CHAPEL	322129	94047 AP	09/17/2021	1-001-5-13-215	INDIGIENT CREMATION	1,100.00	
11721	DEAF EXPRESSION, INC	DEAF EXPRESSION, INC	322130	94048 AP	09/17/2021	1-001-5-19-221	LEAV02 DIST CT INTERPRETER 9/7	159.00	
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	322187	94103 AP	09/17/2021	1-001-5-07-219	AUGUST INMATE PRESCRIPTIONS	816.83	
2900	EMS OVERPAYMENT	TRICARE WEST FINANCE	322132	94050 AP	09/17/2021	1-001-5-05-290	REFUND-CLAIM PD BY WORKMAN'S C	636.17	
86	EVERGY	EVERGY KANSAS CENTRAL INC	322133	94051 AP	09/17/2021	1-001-5-05-215	1441295826 EMS 9101	947.44	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	1,850.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	50.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	254.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	19.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	322135	94053 AP	09/17/2021	1-001-5-13-271	INV 18369 AUGUST AUTOPSIES, ET	19.00	
							*** VENDOR 5824 TOTAL		19,017.00
81	FULLER G	GARY L FULLER ATTY	322136	94054 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	322137	94055 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	322141	94059 AP	09/17/2021	1-001-5-11-208	ON SITE SHREDDING - CO ATTY	26.00	
6636	KANSAS GAS	KANSAS GAS SERVICE	322108	94030 AP	09/14/2021	1-001-5-05-215	510614745 2015657 27 GAS TRANS	70.77	
26400	KANSAS GAS	KANSAS GAS SERVICE	322142	94060 AP	09/17/2021	1-001-5-14-220	510614745 1628631 73 GAS TRANS	509.77	
26400	KANSAS GAS	KANSAS GAS SERVICE	322142	94060 AP	09/17/2021	1-001-5-32-392	510614745 1628631 73 GAS TRANS	708.19	
26400	KANSAS GAS	KANSAS GAS SERVICE	322142	94060 AP	09/17/2021	1-001-5-33-392	510614745 1562996 18 GAS TRANS	79.56	
26400	KANSAS GAS	KANSAS GAS SERVICE	322142	94060 AP	09/17/2021	1-001-5-33-392	510614745 1562996 18 GAS TRANS	69.02	
							*** VENDOR 26400 TOTAL		1,366.54
251	KC PATHOLOGY PA	KC PATHOLOGY PA	322143	94061 AP	09/17/2021	1-001-5-07-219	INMATE MEDICAL BILL (LVSO)	26.93	
3197	KLM	LEAGUE OF KS MUNICIPALITIES	322145	94063 AP	09/17/2021	1-001-5-01-212	JOB POSTING - ECONOMIC DEV ADM	200.00	
30	KOHL FRANK	FRANK E KOHL	322189	94105 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
1492	LEE CLINTON	CLINTON W LEE	322151	94069 AP	09/17/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
2666	MISC REIMBURSEMENTS	SOMA SAN	322153	94071 AP	09/17/2021	1-001-5-42-285	PER DIEM - KAFM CONF - MULVANE	28.00	

Page 2

TYPES OF CHECKS SELECTED: \* ALL TYPES

1318 ZECK FORD

ZECK FORD

			P.O.NUMBER	CHECK#					
2666	MISC REIMBURSEMENTS	SOMA SAN	322153	94071 AP	09/17/2021	1-001-5-42-285	PER DIEM - KAFM CONF - MULVANE	46.00	
2000	MIDC REINDORGE.E.T.	DOUG DAIN	322133	J 10 / 1 111	07/11/2021	1 001 3 12 200	*** VENDOR 2666 TOTAL	10.00	74.00
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	21,979.20	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	8,897.28	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	4,284.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	1,025.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	8,910.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	3,000.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322157	94075 AP	09/17/2021	1-001-5-53-305	ACCT 1252 CHEMICALS	2,224.32	
							*** VENDOR 4583 TOTAL		50,319.80
7098	QUILL CORP	QUILL CORP	322161	94080 AP	09/17/2021	1-001-5-01-301	6310540 SUPPLIES BOCC	164.91	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	77.23	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	3.96	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	13.72	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	3.14	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	143.85	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	200.49	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-301	8333027 JAIL AND OFFICE SUPPLI	67.81	
7098	QUILL CORP	QUILL CORP	322191	94107 AP	09/17/2021	1-001-5-07-359	8333027 JAIL AND OFFICE SUPPLI	289.25	
7098	QUILL CORP	QUILL CORP	322161	94080 AP	09/17/2021	1-001-5-28-301	5643954 KEY RING, CALENDAR, KI	3.49	
7098	QUILL CORP	QUILL CORP	322161	94080 AP	09/17/2021	1-001-5-28-301	5643954 KEY RING, CALENDAR, KI	60.84	
							*** VENDOR 7098 TOTAL		1,028.69
248	SUMMIT FOOD	ELIOR, INC	322166	94085 AP	09/17/2021	1-001-5-07-261	C741000 INMATE MEALS	5,404.41	
248	SUMMIT FOOD	ELIOR, INC	322166	94085 AP	09/17/2021	1-001-5-07-261	C741000 INMATE MEALS	5,532.07	
248	SUMMIT FOOD	ELIOR, INC	322166	94085 AP	09/17/2021	1-001-5-07-261	C741000 INMATE MEALS	5,507.79	
248	SUMMIT FOOD	ELIOR, INC	322166	94085 AP	09/17/2021	1-001-5-07-261	C741000 INMATE MEALS	5,870.16	
							*** VENDOR 248 TOTAL		22,314.43
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES, LLC	322168	94087 AP	09/17/2021	1-001-5-07-262	GROUP 6790 CONTRACT Q-35508	390.00	
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES, LLC	322192	94108 AP	09/17/2021	1-001-5-07-262	GRP 6790, CONTRACT Q-48084	2,925.00	
							*** VENDOR 1003 TOTAL		3,315.00
176	SUR-TEC, INC	SUR-TEC, INC	322169	94088 AP	09/17/2021	1-001-5-07-208	CASPER CONNT 12 MONTHS TO DEC	2,963.00	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	322170	94089 AP	09/17/2021	1-001-5-09-307	10000090351 FED PROC 7 RULES A	70.08	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	322170	94089 AP	09/17/2021	1-001-5-11-210	1000590171 WEST INFORMATION CH	752.24	
							*** VENDOR 829 TOTAL		822.32
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	322173	94092 AP	09/17/2021	1-001-5-19-214	100492 FILE RETRIEVAL, PALLET	265.86	
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	322175	94094 AP	09/17/2021	1-001-5-11-255	CO ATTY TRANSCRIPTS	614.50	
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	322175	94094 AP	09/17/2021	1-001-5-19-251	DIST CT TRANSCRIPTS	507.50	
							*** VENDOR 2144 TOTAL		1,122.00
2	WATER DEPT	WATER DEPT	322111	94033 AP	09/14/2021	1-001-5-05-215	WATER SVC EMS ADMIN	76.79	
2	WATER DEPT	WATER DEPT	322178	94097 AP	09/17/2021	1-001-5-05-215	WATER SVC EMS 9103	50.73	
							*** VENDOR 2 TOTAL		127.52
479	WERRING	FARRIS, FRESH, & WERRING LAW OFF	322193	94109 AP	09/17/2021	1-001-5-09-231	ATTORNEY VOUCHER	192.00	
479	WERRING	FARRIS, FRESH, & WERRING LAW OFF	322193	94109 AP	09/17/2021	1-001-5-09-231	ATTORNEY VOUCHER	184.00	
							*** VENDOR 479 TOTAL		376.00
							TOTAL FUND 001		129,621.50
 2	WATER DEPT	WATER DEPT	322111	94033 AP	09/14/2021	1-108-5-00-219	WATER SVC HEALTH DEPT/WIC	57.58	
2	WATER DEPT	WATER DEPT	322111			1-108-5-00-219	WATER SVC HEALTH DEPT/WIC	19.20	
۷	WAIER DEFI	WAIER DEFI	322111	94033 AL	U9/14/2021	1-100-3-00 000	*** VENDOR 2 TOTAL	19.20	76.78
							TOTAL FUND 108		76.78
									70.76
		·						0.4 40.5 5.5	

94034 AP 09/16/2021 1-115-5-00-408

LVCO 2020 FORD FUSION 3FA6P0HD

24,492.00

322115

TYPES OF CHECKS SELECTED: \* ALL TYPES

1351 LEAV ASPHALT

			P.O.NUMBER	CHECK#					
1210	ALGE FORD	andy non-	200170	04000 75	00/17/0001	1 115 5 00 400	THE CAMPATH SOON HOLD THEFON	02 002 00	
1318	ZECK FORD	ZECK FORD	322179	94098 AP	09/17/2021	1-115-5-00-408	LVCO SHERIFF 2020 FORD FUSION  *** VENDOR 1318 TOTAL	23,993.00	48,485.00
							TOTAL FUND 115		48,485.00
318	NEXTONER	NEXTONER LLC	322158	94076 AP	09/17/2021	1-117-5-00-301	TONERS FOR COLOR PRINTER	277.74	
							TOTAL FUND 117		277.74
20588	ADVANTAGE	ADVANTAGE PRINTING	322183	94099 AP	09/17/2021	1-126-5-00-321	COMMUNITY CORRECTIONS BUSINESS	110.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP	09/17/2021	1-126-5-00-223	3773122:PRINTER,SOFTWARE	244.79	
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP	09/17/2021	1-126-5-00-223	3773122:PRINTER,SOFTWARE	139.20	
							*** VENDOR 24545 TOTAL		383.99
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-126-5-00-226	SMART SCREEN US TEST CUPS	97.38	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-126-5-00-226	SMART SCREEN US TEST CUPS	316.00	
							*** VENDOR 2505 TOTAL		413.38
							TOTAL FUND 126		907.37
480	PROFESSIONAL DEVELOP	PROFESSIONAL DEVELOPMENT ACADE	322190	94106 AD	09/17/2021	1-127-5-00-3	NACO HIGH PERFORMANCE ACADEMY	822.50	
400	FROFESSIONAL DEVELOF	FROFESSIONAL DEVELOPMENT ACADE	322190	94100 AF	09/11/2021	1-127-3-00-3	TOTAL FUND 127	022.50	822.50
7158	A-1 RENTAL	A-1 RENTAL	322117	94035 AP	09/17/2021	1-133-5-00-214	9-12 MONTHLY TOILET RENTAL	100.00	
7158	A-1 RENTAL	A-1 RENTAL	322117	94035 AP	09/17/2021	1-133-5-00-214	9-12 MONTHLY TOILET RENTAL	100.00	
							*** VENDOR 7158 TOTAL		200.00
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP	09/17/2021	1-133-5-00-215	9-11 4013-01993 UNIFORM RENTAL	249.51	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP	09/17/2021	1-133-5-00-215	9-11 4013-01993 UNIFORM RENTAL	242.78	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP	09/17/2021	1-133-5-00-312	9-11 4013-01993 UNIFORM RENTAL	204.17	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP	09/17/2021	1-133-5-00-312	9-11 4013-01993 UNIFORM RENTAL	207.09	
							*** VENDOR 4120 TOTAL		903.55
5344	ASPHALT SA	ASPHALT SALES CO INC	322121	94039 AP	09/17/2021	1-133-5-00-362	9-13 ACCT 3276 BM-W	14,004.35	
25797	BERRY TRAC	BERRY TRACTOR & EQUIPMENT	322122	94040 AP	09/17/2021	1-133-5-00-360	9-14 066692 POLY WAFERS	480.00	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	322127	94045 AP	09/17/2021	1-133-5-00-303	9-15 430742 ROAD SEAL	4,349.53	
117 117	BUILDEX, LLC BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	322127	94045 AP	09/17/2021 09/17/2021	1-133-5-00-303	9-15 430742 ROAD SEAL	12,034.64	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX) HAMM INC (FORMERLY BUILDEX)	322127 322127	94045 AP 94045 AP	, ,	1-133-5-00-303 1-133-5-00-303	9-15 430742 ROAD SEAL 9-15 430742 ROAD SEAL	23,149.25 10,247.80	
117	BUILDEA, LLC	HAMM INC (FORMERLI BUILDER)	322127	94045 AP	09/11/2021	1-133-5-00-303	*** VENDOR 117 TOTAL	10,247.00	49,781.22
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP	09/17/2021	1-133-5-00-361	9-16 300467 ROCK	146.09	15,701.22
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP		1-133-5-00-361	9-16 300467 ROCK	654.43	
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP		1-133-5-00-361	9-16 300467 ROCK	278.42	
							*** VENDOR 434 TOTAL		1,078.94
145	HIMPLE LUM	HIMPEL LUMBER	322139	94057 AP	09/17/2021	1-133-5-00-363	9-17 ACCT 817 TREATED LUMBER	996.00	
191	HOME DEPOT	HOME DEPOT USA	322140	94058 AP	09/17/2021	1-133-5-00-312	9-24 1111680 BATTERIES, SHOP T	63.37	
191	HOME DEPOT	HOME DEPOT USA	322140	94058 AP	09/17/2021	1-133-5-00-312	9-24 1111680 BATTERIES, SHOP T	109.36	
							*** VENDOR 191 TOTAL		172.73
1186	KRANZ OF KANSAS CITY	KRANZ OF KANSAS CITY	322146	94064 AP	09/17/2021	1-133-5-00-360	9-18 11318 HENDERSON LATCH, YO	315.42	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	1,544.51	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	17,903.94	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	16,391.23	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	23,379.26	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	732.59	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	25,002.12	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	25,675.94	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	24,953.63	

94066 AP 09/17/2021 1-133-5-00-362

9-19 ACCT 485 BM2

10,632.87

LEAVENWORTH ASPHALT MATERIALS 322148

			P.O.NUMBER	CHECK#					
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	9,066.32	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322148	94066 AP	09/17/2021	1-133-5-00-362	9-19 ACCT 485 BM2	22,756.57	
							*** VENDOR 1351 TOTAL		178,038.98
461	LEAV CO CO	LEAV CO COOP	322149	94067 AP	09/17/2021	1-133-5-00-304	9-31 FUEL, FLUIDS/LUBES **PUMPS	49,160.90	
461	LEAV CO CO	LEAV CO COOP	322149	94067 AP	09/17/2021	1-133-5-00-310	9-31 FUEL, FLUIDS/LUBES **PUMPS	1,658.06	
							*** VENDOR 461 TOTAL		50,818.96
537	LEAV TIMES	LEAVENWORTH TIMES	322150	94068 AP	09/17/2021	1-133-5-00-208	9-20 ACCT 264 BID NOTICES TRAI	16.85	
537	LEAV TIMES	LEAVENWORTH TIMES	322150	94068 AP	09/17/2021	1-133-5-00-208	9-20 ACCT 264 BID NOTICES TRAI	16.85	
							*** VENDOR 537 TOTAL		33.70
2666	MISC REIMBURSEMENTS	CRAIG LOHMAN	322109	94031 AP	09/14/2021	1-133-5-00-303	TAR REMOVAL FROM VEHICLE	1,012.88	
2666	MISC REIMBURSEMENTS	S&S BODY SHOP	322154	94072 AP	09/17/2021	1-133-5-00-303	TAR REMOVAL DENNIS LINDSAY DEM	961.40	
2666	MISC REIMBURSEMENTS	S&S BODY SHOP	322154	94072 AP	09/17/2021	1-133-5-00-303	TAR REMOVAL DENNIS LINDSAY DEM	81.40-	
2666	MISC REIMBURSEMENTS	ROGER WHITE	322155	94073 AP	09/17/2021	1-133-5-00-303	9-35 TAR REMOVAL - DEMPSEY RD	353.91	
							*** VENDOR 2666 TOTAL		2,246.79
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-310	9-6 O'REILLY ACCT 19615 PARTS,	62.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-310	9-6 O'REILLY ACCT 19615 PARTS,	119.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-312	9-6 O'REILLY ACCT 19615 PARTS,	24.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-312	9-6 O'REILLY ACCT 19615 PARTS,	47.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-312	9-6 O'REILLY ACCT 19615 PARTS,	14.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-312	9-7 O'REILLY ACCT 19615 PARTS,	104.90	
11799 11799	O'REILLY A O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP 94078 AP	09/17/2021	1-133-5-00-312	9-7 O'REILLY ACCT 19615 PARTS,	47.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE	322159 322159	94078 AP	09/17/2021 09/17/2021	1-133-5-00-360 1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS, 9-6 O'REILLY ACCT 19615 PARTS,	320.42 8.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	172.88-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	88.55	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	5.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	164.39	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	75.35	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	64.32	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	220.06	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	136.88	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	269.70	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	408.81	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	272.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	136.27	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	132.00-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-6 O'REILLY ACCT 19615 PARTS,	45.99-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	48.66	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	196.86	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	25.00-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	31.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	335.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	31.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	196.86	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	12.39	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	23.01	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	3.29	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	272.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	96.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	44.00-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	48.90	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/1//2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	57.69	

9/17/21 9:50:06

Page 5

			P.O.NUMBER	CHECK#					
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-360	9-7 O'REILLY ACCT 19615 PARTS,	350.05	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-365	9-6 O'REILLY ACCT 19615 PARTS,	36.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-365	9-6 O'REILLY ACCT 19615 PARTS,	11.98	1
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-365	9-7 O'REILLY ACCT 19615 PARTS,	8.58	1
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-133-5-00-365	9-7 O'REILLY ACCT 19615 PARTS,	69.99	
							*** VENDOR 11799 TOTAL		4,009.01
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	322160	94079 AP	09/17/2021	1-133-5-00-360	9-22 8052255000 AIR BRAKES, SE	18.48	1
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	322160	94079 AP	09/17/2021	1-133-5-00-360	9-22 8052255000 AIR BRAKES, SE	66.94	
							*** VENDOR 418 TOTAL		85.42
6713	REILLY & S	REILLY & SONS INC	322164	94083 AP	09/17/2021	1-133-5-00-205	9-23 791-00-06-17-0008 ADD 2 2	788.00	
1675	SPRINT	SPRINT	322165	94084 AP	09/17/2021	1-133-5-00-210	9-32 143250300 GPS MOBILE TELE	39.99	
113	SUMNERONE INC	SUMNERONE INC	322167	94086 AP	09/17/2021	1-133-5-00-301	9-9 50ULCO8 COPIER COUNTS TO 8	40.94	1
7512	UNITED ROT	UNITED ROTARY BRUSH CORP	322174	94093 AP	09/17/2021	1-133-5-00-360	9-25 112019 UNITED PRO STRIP B	4,485.65	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,259.30	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,668.14	•
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,654.28	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,711.70	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,613.72	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	5,244.00	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,084.04	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,200.86	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,270.54	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,258.28	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,738.14	l
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	12,008.76	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,521.04	
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-28 ACCT 437 CRS-1HM, SS-1H	11,953.64	ļ
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-29 ACCT 437 CRS-1HM	11,606.76	l
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-29 ACCT 437 CRS-1HM	11,131.56	l
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-29 ACCT 437 CRS-1HM	11,507.76	l
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-29 ACCT 437 CRS-1HM	10,921.68	l
1241	VANCE BROS	VANCE BROS INC	322176	94095 AP	09/17/2021	1-133-5-00-303	9-29 ACCT 437 CRS-1HM	11,293.92	l
1711	VANCE DAUG	VANCE BROD INC	3221/0	94095 AI	09/11/2021	1-133-3-00-303	*** VENDOR 1241 TOTAL	11,290.92	211,648.12
392	VANDERBILT	VANDERBILT'S	322177	94096 AP	09/17/2021	1-133-5-00-364	9-27 1000127 SAFETY BOOTS - JE	89.99	211,040.12
374	VANDERDILI	VANDERBILL'S	322111	34030 AF	09/11/2021	1-133-3-00-304	7-27 TOUGLET SAFELY BOOLS - JE TOTAL FUND 133	05.33	520,257.76
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP		1-136-5-00-202	3773122: PRINTER, SOFTWARE	122.40	
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP			3773122: PRINTER, SOFTWARE	69.59	
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP		1-136-5-00-222	3773122: PRINTER, SOFTWARE	122.39	
24545	CDW GOVERN	CDW GOVERNMENT INC	322186	94102 AP		1-136-5-00-222	3773122: PRINTER, SOFTWARE	69.60	
21313	CDW GOVERN						*** VENDOR 24545 TOTAL		383.98
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-136-5-00-203	SMART SCREEN US TEST CUPS	48.68	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-136-5-00-203	SMART SCREEN US TEST CUPS	158.00	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-136-5-00-223	SMART SCREEN US TEST CUPS	48.69	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	322188	94104 AP	09/17/2021	1-136-5-00-223	SMART SCREEN US TEST CUPS	158.00	
							*** VENDOR 2505 TOTAL		413.37
480	PROFESSIONAL DEVELOP	PROFESSIONAL DEVELOPMENT ACADE	322190	94106 AP	09/17/2021	1-136-5-00-3	NACO HIGH PERFORMANCE ACADEMY	822.50	
							TOTAL FUND 136		1,619.85
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118	94036 AP		1-137-5-00-203	9-2 4013-01993 UNIFORM RENTALS	110.47	
	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322118			1-137-5-00-203	9-2 4013-01993 UNIFORM RENTALS	110.47	
							*** VENDOR 4120 TOTAL		220.94

9/17/21 9:50:06

\*\*\* VENDOR

380 TOTAL

459,066.84

Page 6

4									
			P.O.NUMBER	CHECK#					
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	322134	94052 AP	09/17/2021	1-137-5-00-320	9-3 016993 ELEMENTS	424.95	
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP	09/17/2021	1-137-5-00-312	9-4 300467 ROCK	171.90	1
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP	09/17/2021	1-137-5-00-312	9-4 300467 ROCK	633.77	•
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP	09/17/2021	1-137-5-00-312	9-4 300467 ROCK	73.72	1
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP		1-137-5-00-312	9-4 300467 ROCK	138.75	•
	- <del>-</del>	_					*** VENDOR 434 TOTAL		1,018.14
2818	LANG DIESEL INC	LANG DIESEL INC	322147	94065 AP	09/17/2021	1-137-5-00-320	9-5 LEAVE002 HARNESS, HOSES, SLE	275.77	
8028	MURPHY TRA	MURPHY TRACTOR & EQUIP CO	322156	94074 AP	09/17/2021	1-137-5-00-320	9-6 88002-36463 FILTER ELEMENT	183.67	ļ
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	54.74	•
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	34.58	1
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	178.86	1
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	83.13-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	295.52	1
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	143.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	230.91	l
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP	09/17/2021	1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	53.54	ļ
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322159	94078 AP		1-137-5-00-320	9-1 O'REILLY ACT 19615 PARTS,	161.79	
			<del>-</del>			_	*** VENDOR 11799 TOTAL	-	1,070.57
960	TODD'S TIRE LLC	TODD'S TIRE LLC	322172	94091 AP	09/17/2021	1-137-5-00-321	9-7 GRADER TIRE	1,349.00	-, -
	1011 2 111	2022 2 2222 222	<u> </u>		02, = . ,	<del>*</del>	TOTAL FUND 137	_,	4,543.04
				,		·			
7158	A-1 RENTAL	A-1 RENTAL	322117	94035 AP	09/17/2021	1-160-5-00-263	9-12 MONTHLY TOILET RENTAL	100.00	1
434	HAMM QUARR	HAMM QUARRIES	322138	94056 AP	09/17/2021	1-160-5-00-263	ROCK (FOR NEW SCALE)	1,099.44	
461	LEAV CO CO	LEAV CO COOP	322149	94067 AP	09/17/2021	1-160-5-00-304	SOLID WASTE TRANSFER STATION F	1,461.18	l
10703	TIRE TOWN	TIRE TOWN	322171	94090 AP	09/17/2021	1-160-5-00-207	SCRAP TIRES	400.00	ļ
							TOTAL FUND 160		3,060.62
384	BARTLETT	BARTLETT & WEST	322182	1590 AP	09/17/2021	1-171-5-04-302	9-3 PROJ 020429.000 TO 8.20.21	6,565.00	
1						-	TOTAL FUND 171		6,565.00
1991	MARC	MID-AMERICA REGIONAL COUNCIL	322152	94070 AP	09/17/2021	1-174-5-00-210	AUGUST MARC 911 EQUIPMENT SHAR	26,550.53	
							TOTAL FUND 174		26,550.53
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	322163	94082 AP		1-189-5-00-2	9-1 RECORDING FEES 8-18	55.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	322163	94082 AP	09/17/2021	1-189-5-00-2	9-1 RECORDING FEES 8-18	72.00	ŀ
i							*** VENDOR 1814 TOTAL		127.00
1							TOTAL FUND 189		127.00
				21060 35			710011515 1000001 FD 010 FD 010		
26400	KANSAS GAS	KANSAS GAS SERVICE	322142	94060 AP	09/17/2021	1-195-5-00-290	510614745 1628631 73 GAS TRANS	69.02	50.00
i							TOTAL FUND 195		69.02
1067			200160	24001 3D		1 100 5 00 001	2011-11-11-11-11-11-11-11-11-11-11-11-11-	160 47	
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	322162	94081 AP	09/17/2021	1-196-5-00-201	CONFIRMATION TESTS ACCT 112368	169.47	160 45
i							TOTAL FUND 196		169.47
7098	QUILL CORP	QUILL CORP	322110	94032 AP	09/14/2021	1-197-5-00-201	9198857 DESK/RECEPTION CHAIRS	4,522.32	
7098	QUILL CORP	QUILL CORP	322110			1-197-5-00-201	9198857 DESK/RECEPTION CHAIRS	229.49	
	20111	20112 00112	32222	2 20 2 2	02, 11, 11	1 17, 0 11 11	*** VENDOR 7098 TOTAL		4,751.81
i							TOTAL FUND 197		4,751.81
1									
380	DONDLINGER & SONS	DONDLINGER & SONS CONSTRUCTION	322131	94049 AP	09/17/2021	1-220-5-02-400	9-2 SH-30 BR REPLACEMENT	293,370.69	1
380	DONDLINGER & SONS	DONDLINGER & SONS CONSTRUCTION	322131			1-220-5-02-400		165,696.15	ļ.
					, ,		*** TENDOD 200 TOTAL	,	150 066 01

FMWARRPTR2	LEAVENWORTH COUNTY	9/17/21 9:50:06
DCOX	WARRANT REGISTER - BY FUND / VENDOR	Page 7

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
301	KING CONSTRUCTION	KING CONSTRUCTION INC	322144	94062 AP	09/17/2021	1-220-5-03-400	9-1 SH-22 BRIDGE PROJECT TO 8.  TOTAL FUND 220	514,794.08	973,860.92
2570	BOND ESCROW REFUND	JIM & SHELLY PHALEN	322123	94041 AP	09/17/2021	1-503-5-00-2	REF ENTRANCE PERMIT 158TH ST	100.00	
2570	BOND ESCROW REFUND	LARRY KILLER	322124	94042 AP	09/17/2021	1-503-5-00-2	REF ENTRANCE PERMIT CANTRELL R	100.00	
2570	BOND ESCROW REFUND	RICHARD REISCHMAN	322125	94043 AP	09/17/2021	1-503-5-00-2	REF ENTRANCE PERMIT HONEY CREE	100.00	
1							*** VENDOR 2570 TOTAL	<b>_</b>	300.00
							TOTAL FUND 503		300.00
							TOTAL ALL CHECKS		1,722,065.91

warrants by vendor

 FMWARRPTR2
 LEAVENWORTH COUNTY
 9/17/21
 9:50:06

 DCOX
 WARRANT REGISTER - BY FUND / VENDOR
 Page
 8

 START DATE: 09/11/2021 END DATE: 09/17/2021
 09/17/2021
 09/17/2021

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	129,621.50
108	COUNTY HEALTH	76.78
115	EQUIPMENT RESERVE	48,485.00
117	CO CLERK TECHNOLOGY	277.74
126	COMM CORR ADULT	907.37
127	COMM CORR ADULT NON GRANT	822.50
133	ROAD & BRIDGE	520,257.76
136	COMM CORR JUVENILE	1,619.85
137	LOCAL SERVICE ROAD & BRIDGE	4,543.04
160	SOLID WASTE MANAGEMENT	3,060.62
171	S TAX CAP RD PROJ: 2015 SERIES	6,565.00
174	911	26,550.53
189	TONGANOXIE TWP TRAFFIC IMPACT	127.00
195	JUVENILE DETENTION	69.02
196	DRUG TEST & SUPERVISION FEES	169.47
197	INK FEE FUND	4,751.81
220	CAP IMPR: RD & BRIDGE	973,860.92
503	ROAD & BRIDGE BOND ESCROW	300.00
	TOTAL ALL FUNDS	1,722,065.91

Consent Agenda 9/22/2021 Checks dated 9/11-9/17

# \*\*\*CONSENT AGENDA\*\*\* Leavenworth County Request for Board Action Case No. DEV-21-129 Final Plat Emerald Estate

Date: September 22, 2021

**To:** Board of County Commissioners

From: Planning & Zoning Staff

Department Head Review: <u>Amy Allison, Reviewed</u>

#### **Additional Reviews as needed:**

Budget Review	Administrator Rev	iew 🖂 L	₋egal F	Review	X

**Action Requested:** The applicants are requesting a Preliminary and Final Plat for a 13-lot subdivision. The proposed lots range in size from approximately 2.5 acres to 3.5 acres.

**Analysis:** The applicant is requesting approval of a 13-lot rural subdivision located south of the intersection of 177th Terrace and Seymour Road. The applicant is proposing two interior roads; one of which will extend 177th Terrace as a cul-de-sac to the south of Seymour Road and an additional road with a cul-de-sac, Clearview Drive, which will extend off of 177th Terrace to the west. There will be no additional access permitted off of Seymour Road.

Lots 6, 7, 10, and 11 have varying front building lines of 80 to 123 feet in order to meet the road frontage requirements of 200 feet. This variation is permitted by regulation when lots front onto a culde-sac.

The applicant has been in communication with the RWD 8 to determine the metering and supply needs of the subdivision. RWD 8 has indicated there is an 8' water supply line on the north side of Seymour Road but the RWD is not able to provide 1,000 gallons per minute at the fire hydrants. The developer, Fire District #1, and RWD 8 will need to collaborate on the requirements for the hydrant system.

The Preliminary Plat has been revised and is being submitted with the Final Plat in order to revise the drainage easement in the southwest corner of the property.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-129, Final Plat for Emerald Estates subject to conditions.

#### Alternatives:

- 1. Approve Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact, and with or without conditions; or
- 2. Deny Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact; or
- 3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact; or
- 4. Remand the case back to the Planning Commission.

<b>Budge</b>	Budgetary Impact:								
$\boxtimes$	Not Applicable								
	Budgeted item with available funds								
	Non-Budgeted item with available funds through prioritization								
	Non-Budgeted item with additional funds requested								
	·								

Total Amount Requested: \$0.00 Additional Attachments: Staff Report, Plat, Planning Commission Minutes

# \*\*\*Consent Agenda\*\*\* Case No. DEV-21-129 Emerald Estates

#### Preliminary and Final Plat

#### **Staff Report – Board of County Commissioners**

**September 22, 2021** 

#### **GENERAL INFORMATION:**

Property Owner: Pine Ridge Partners, LLC

P.O. Box 9

Leavenworth, KS 66048

Agent: Mike Reilly

P.O. Box 9

Leavenworth, KS 66048

**Legal Description:** A tract of land in the Northwest Quarter of Section 32, Township 09 South,

Range 22 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

Parcel Size: ± 37 acres

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

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

Parcel ID No.: 109-32-0-00-004.02

Planner: Joshua Gentzler

#### REPORT:

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-127, Final Plat for Emerald Estates, with the following conditions:

- 1. Building permits shall be required for any new construction.
- 2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
- 3. The applicant shall adhere to the following memorandums:
  - a. Michael Stackhouse Fire District No. 1, August 19, 2021
  - b. Becky Fousek Rural Water District 8, August 16, 2021
- 4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
- 5. At time of development, fire hydrants shall be required if necessary infrastructure is available.
- 6. Any further subdividing of any lot within this subdivision shall require the installation of public sanitary sewer or connection to an existing public sanitary sewer.
- 7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

#### Request

The applicant is requesting a Final Plat for a 13-lot subdivision.

#### **Adjacent Land Use**

The surrounding properties are residences and farms on varying sized parcels ranging from 2.2 acres to 78.6 acres in size.

#### **Flood Plain**

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0250G July 16, 2015.

#### **Utilities/Services**

Sewer: Private septic system

Fire: Fire District 1
Water: RWD 8
Electric: FreeState

#### Access/Streets

The property is accessed by Seymour Road. This road is a County Local Road with a paved surface ± 24' wide.

#### **Agency Comments**

See attached comments – Email – Mitch Pleak – Public Works, August 30, 2021 See attached comments – Email – Mitch Pleak – Public Works, August 31, 2021 See attached comments – Email – David Van Parys – County Counselor, August 10, 2021

See attached comments – Email – Mike Stackhouse – Fire District 1 Fire Department, August 19, 2021

See attached comments – Email – Becky Fousek – Rural Water District 8, August 16, 2021 See attached comments – Email – Amanda Tarwater – FreeState Electric, August 10, 2021

#### **Findings**

- 1. The proposed subdivision is consistent with the zoning district of RR 2.5; Rural Residential Zoning 2.5-acre minimum size parcels.
- 2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.
- 3. Any further subdividing of any lot within this subdivision shall require the installation of public sanitary sewer or connection to an existing public sanitary sewer.
- 4. At time of development, fire hydrants shall be required if necessary infrastructure is available.
- 5. The proposed subdivision is in accordance with the Comprehensive Plan.

#### **Subdivision Classification**

This is classified as a Class "C" Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class "C" Subdivision is any subdivision in which all the lots lie within the Rural Growth Area of Leavenworth County.

Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.)

#### **Staff Comments**

The applicant is requesting approval of a 13-lot rural subdivision located south of the intersection of 177<sup>th</sup> Terrace and Seymour Road. The applicant is proposing two interior roads; one of which will extend 177<sup>th</sup> Terrace as a cul-de-sac to the south of Seymour Road and an additional road with a cul-de-sac, Clearview Drive, which will extend off of 177<sup>th</sup> Terrace to the west. There will be no additional access permitted off of Seymour Road.

Lots 6, 7, 10, and 11 have varying front building lines of 80 to 123 feet in order to meet the road frontage requirements of 200 feet. This variation is permitted by regulation when lots front onto a cul-de-sac.

The applicant has been in communication with the RWD 8 to determine the metering and supply needs of the subdivision. RWD 8 has indicated there is an 8' water supply line on the north side of Seymour Road but the RWD is not able to provide 1,000 gallons per minute at the fire hydrants. The developer, Fire District #1, and RWD 8 will need to collaborate on the requirements for the hydrant system.

The Preliminary Plat has been revised and is being submitted with the Final Plat in order to revise the drainage easement in the southwest corner of the property.

#### **ACTION OPTIONS:**

- 1. Approve Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact, and with or without conditions; or
- 2. Deny Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact; or
- 3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-129, Final Plat for Emerald Estates, with Findings of Fact; or
- 4. Remand the case back to the Planning Commission.

#### **ATTACHMENTS:**

Aerial Map Memorandums Preliminary and Final Plat From: Mitch Pleak

Sent: Tuesday, August 31, 2021 2:36 PM

To: <u>Gentzler, Joshua</u>

Cc: Anderson, Lauren; Noll, Bill; 019-2831

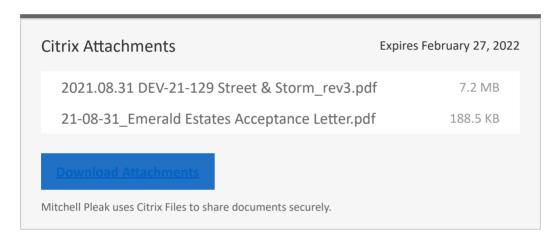
**Subject:** RE: Emerald Estates **Attachments:** Attachments.html

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

#### Joshua,

Good afternoon. Lauren and I have completed the public improvement plan review with no further comments. The link below includes the accepted public improvement plans and acceptance letter.

The letter notes the need for a letter of acknowledgement from the Owner on a few items. Also the cost estimate is under review and should be accepted prior to plat recording.



#### Thanks,

#### Mitch Pleak

From: Gentzler, Joshua < JGentzler@leavenworthcounty.gov>

**Sent:** Tuesday, August 31, 2021 8:33 AM **To:** Mitch Pleak <mpleak@olsson.com>

Cc: Anderson, Lauren <LAnderson@leavenworthcounty.gov>

Subject: RE: Emerald Estates

Here's the revised Street & Storm plans.

### Joshua Gentzler <a href="Planning & Zoning">Planning & Zoning</a>

From: Mitch Pleak < <a href="mpleak@olsson.com">mpleak@olsson.com</a> Sent: Monday, August 30, 2021 2:06 PM

**To:** Gentzler, Joshua < <u>JGentzler@leavenworthcounty.gov</u>> **Cc:** Noll, Bill < <u>BNoll@leavenworthcounty.gov</u>>; Anderson, Lauren

<<u>LAnderson@leavenworthcounty.gov</u>>; 019-2831 <<u>019-2831@olsson.com</u>>

Subject: RE: Emerald Estates

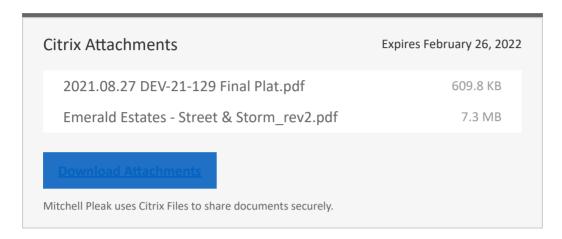
*Notice*: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Joshua,

Lauren and I have reviewed the plat and the PIP. No further comments on the plat. There is a couple comments on the PIP. Please forward on.

Thanks,

Mitch



From: Gentzler, Joshua < <u>JGentzler@leavenworthcounty.gov</u>>

**Sent:** Friday, August 27, 2021 8:46 AM

To: Anderson, Lauren <<u>LAnderson@leavenworthcounty.gov</u>>; Mitch Pleak <<u>mpleak@olsson.com</u>>

Subject: RE: Emerald Estates

Lauren and Mitch,

Here is the Final Plat revision to go along with the street & storm plan.

I'm also sending this out to the Fire District. Chief Stackhouse is saying that the fire hydrants are required to be on the Final Plat as per the 2006 International Fire Code. I don't see that they've updated the plat with that information, so we will probably have another revision coming through.

Joshua Gentzler
<a href="Planning & Zoning">Planning & Zoning</a>

From: Anderson, Lauren

Sent: Wednesday, August 25, 2021 12:25 PM

**To:** Gentzler, Joshua < <u>JGentzler@leavenworthcounty.gov</u>> **Cc:** Sloop, Stephanie < <u>SSloop@leavenworthcounty.gov</u>>

Subject: FW: Emerald Estates

Joshua,

For your records.

Lauren

**From:** brett napiereng.com < <a href="mailto:brett@napiereng.com">brett@napiereng.com</a>>

Sent: Wednesday, August 25, 2021 11:46 AM

To: Mitch Pleak < mpleak@olsson.com >; Anderson, Lauren < LAnderson@leavenworthcounty.gov >

Cc: Andrea Weishaubt <a href="mailto:andrea.weishaubt@atlassurveyors.com">andrea.weishaubt@atlassurveyors.com</a>

**Subject:** Emerald Estates

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

Here are the revised Street & Storm Sewer Plans. I believe Andrea will submitting the Revised Final Plat shortly.

I'll get the NOI, SWPPP and Cost Estimate put together as well.

BN

#### **Napier Engineering, LLC**

Brett Napier, PE

207 S. 5th St.

Leavenworth, KS 66048

913-375-0482

brett@napiereng.com



#### **COUNTY OF LEAVENWORTH**

#### **Department of Public Works**

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

August 31, 2021

#### Emerald Estates Subdivision – Public Roadway Plans, Storm Drainage Report, and Preliminary Plat

The Public Works Department has reviewed the below listed documents for general conformance according to County requirements and/or engineer standards. No exceptions were noted.

- Street and Storm Sewer Improvement Plans signed 08.30.21.
- Storm Drainage Report signed 07.27.21.
- Preliminary Plat received 07.28.21.
- Final Plat received 08.27.21

Note: The determination of general conformance does not warranty public roadway plans and does not relieve the engineer of record of its obligations and requirements to meet the industry required standard of care. Engineer of record is solely responsible for all contents of the Roadway Plans regardless of the review provided.

After the recording of the plat, the applicant is responsible for setting up a preconstruction conference with the Leavenworth County Public Works Department prior to any construction activities. The Contractor, Owner, Design Engineer, and Surveyor are required to attend this conference. Please contact Lauren Anderson, PE at landerson@leavenworthcounty.gov to set up preconstruction conference.

Owner shall provide a letter acknowledging the following requirements for the project:

- 1. Owner/Developer/Contractor shall provide the County with a Stormwater Pollution Prevention Plan (SWPPP) and NOI before construction.
- Construction record drawings shall be submitted to the County Engineer upon completion of the project and prior to final acceptance of the project by the County Engineer. The engineer shall provide the County one complete set of prints showing the project as-built.
- 3. Upon completion of the project and prior to final acceptance of the project, the design engineer and contractor shall certify in writing: (1) that the project was constructed to the lines, grades, and dimensions shown on the approved plans, (2) that sufficient AB-3, asphalt, rock, oil concrete and hot mix were incorporated into the work to construct the project as designed. Before final acceptance of the project the owner/developer, or his/her contractor shall furnish a Maintenance Bond in the form that approved in the amount equal to 100 percent of the amount estimated for the improvements and agreeable to the County Engineer. (Owner to provide a letter with acknowledgement of the requirement.)



#### **COUNTY OF LEAVENWORTH**

#### **Department of Public Works**

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

- 4. The contractor is responsible for obtaining a qualified independent testing agency to provide all necessary testing per KDOT Specifications and testing frequencies (current edition). Prior to construction, the contractor shall furnish an inspection schedule with descriptions and frequencies to the County Engineer for review and approval. Such testing agency shall provide a sealed report with all testing documentation certifying the project was constructed to County and KDOT specifications. Such report shall be accepted by the County Engineer prior to project acceptance.
- 5. To pursue individual building permits before the acceptance of the vegetation and stabilization within the right-of-way, Owner/Developer may submit a 150% cash bond in the value of the vegetation and stabilization improvements. The Owner/Developer shall contact the County once the project is completely vegetated and stabilized for inspection. Once accepted by the County, the County will issue the cash bond back to the Owner/Developer. (Owner to provide a letter with acknowledgement of the requirement.)

Public Improvement Cost Estimate was received on 08.31.21 and is under review. In the event of comments, all comments shall be addressed for acceptance before the recording of the plat.

From: <u>Mike Stackhouse</u>

**Sent:** Thursday, August 19, 2021 10:31 AM

To: <u>Gentzler, Joshua</u>

**Subject:** RE: DEV-21-129 Final Plat for Emerald Estates

*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. Gentzler,

Good morning. I apologize for the length of time to get back to you. The final plat does not indicate hydrant placing or water flow requirements as required by the 2006 International Fire Code and as previously requested for this project. Are there further intentions regarding water supply to be forwarded to us? The cul-de-sac's and apparatus roadways appear to be in compliance but proper water supply and hydrant spacing will need to be addressed.

B/R,

Michael L. Stackhouse Fire Chief Fire District #1 of Leavenworth County 111 E. Kansas Avenue Lansing, KS. 66043 Office: 913-727-5844

Cell: 913-683-3223



From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>

**Sent:** Tuesday, August 10, 2021 8:26 AM

**To:** Mike Stackhouse <firedistrict1@fd1lv.org>; RWD 8 (RWD8LV@gmail.com) <RWD8LV@gmail.com>; Amanda Holloway (Amanda.holloway@freestate.coop)

<Amanda.holloway@freestate.coop>; cmagaha@leavenworthcounty.gov;

jmiller@leavenworthcounty.gov; Patzwald, Joshua <jpatzwald@leavenworthcounty.gov>; Van

Parys, David <DVanParys@leavenworthcounty.gov> **Subject:** DEV-21-129 Final Plat for Emerald Estates

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Emerald Estates.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Monday, August 16<sup>th</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at <a href="mailto:JGentzler@LeavenworthCounty.gov">JGentzler@LeavenworthCounty.gov</a>.

All Construction shall be in conformance with Leavenworth County Code.

Kansas Department of Transportation, latest edition, and special provisions are incorporated for state and bridge construction except as otherwise noted.

The Contractor shall thoroughly review and become familiar with the Specifications and Special Conditions of the Contract Documents prior to beginning construction on

All workmanship and materials shall be subject to inspection and approval by the County.

The Contractor shall be responsible for the protection of all property pins and any survey monuments, whether shown on the plans or not. Any property pins and/or monuments that may be disturbed by construction activity shall be recorded prior to any disturbance and verified after construction is complete. Any pins or monuments found to be disturbed shall be reset by a Kansas licensed land surveyor to the location and condition prior to construction. This work shall not require nor constitute a property or boundary survey. Payment for this work shall be subsidiary to other bid items.

6. All trees, shrubs, bushes, and brush within the grading limits shall be removed by the Contractor unless specifically indicated to be saved on the plans. The Contractor shall spare all trees, shrubs, and/or bushes marked D.N.D. (Do Not Disturb) and shall make all reasonable efforts to spare other large trees (greater than 6" diameter) and landscape trees by adjusting backslopes during construction, as approved by the Engineer. All trees within the construction limits to be spared shall be physically protected prior to construction by methods approved by the Engineer.

7. All concrete used in the work shall meet the requirements of APWA. The Contractor shall, at Contractor's expense, submit and receive approval, by the County Engineer, of a concrete mix design prior to placement of any concrete. The mix design shall include certified test results by an independent laboratory for the aggregate tests required. KCMMB 4K concrete shall be used throughout unless noted otherwise and all concrete delivered to the project shall be so certified.

8. Police, Fire Departments, Med-Act and school bus companies shall be notified prior to closing any street. Street closures require the approval of the County Engineer. The information shown on these plans concerning type and location of underground utilities are not guaranteed to be accurate or complete. The Contractor shall be responsible for contacting all utility companies for field location of all underground utility lines prior to any excavation and for making his own verification as to the type and

location of underground utilities as may be necessary to avoid damage thereto. 10. The Contractor shall at no time leave equipment, materials, or debris in locations that could obstruct intersection sight distance, obstruct any existing capacity of the storm sewer system, or cause flooding or sediment runoff to residences.

11. All excavation shall be unclassified. No separate or additional payment will be made for any rock excavation required for these improvements. Trench excavation shall be Subsidiary to other items of work and is not included in any earthwork calculations. 12. Saw cuts shall be full depth and shall be Subsidiary to other items of work. The contractor shall coordinate with County inspection and County approval of the saw cut line

along Public Roadways prior to new roadway construction operations. 13. The Contractor shall be responsible for maintaining, and if necessary, removing and restoring, all existing mailboxes, driveway markers, yard lights, etc. This work shall be

Subsidiary to other items of work. Placement of temporary mailboxes shall be in coordination with United States post office. 14. Existing permanent structures shown within the Right-of-Way or easements shall be preserved and protected by the Contractor throughout the construction period unless

shown to be removed on the plans. 15. The Contractor shall be responsible for maintaining an approved Storm Water Pollution Prevention Plan (SWPPP) for this project. Subsidiary to other bid items. 16. This project includes special Erosion and Sediment Control requirements that must be followed. Please reference the specific requirements outlined in the erosion and

17. Any poles to be braced for construction shall be coordinated with Evergy Energy or the owner of that pole. Contractor shall notify Evergy 72 hours prior to excavation

adjacent to their poles. Any and all costs associated with braces shall be the responsibility of the Contractor. 18. Contractor is responsible for protecting and adjusting or rebuilding all existing manholes, catch basins, utility valves, and meter pits within construction limits to the final

grade as required. This work shall be Subsidiary to other bid items unless noted otherwise.

19. Any connections of existing storm sewer pipe to proposed inlets, manholes, or junction boxes shall be considered Subsidiary to other items of work. 20. Grading limits shown are Approximate and shall be adjusted as needed to properly match the existing conditions. However, the Contractor shall take all reasonable care to

minimize impacts to adjacent properties. 21. The project signs shall be placed by the Contractor at a location approved by the Engineer prior to commencement of construction operations.

22. Contractor may not use private parking lots without written approval of owner. Approval shall include terms of use and restitution. Should the parking lot be damaged the Contractor shall be required to repair and/or replace to the satisfaction of the owner.

23. Engineer shall be notified of any plan discrepancies prior to construction. 24. The traffic control requirements shown in these plans are minimum requirements only and do not attempt to address in depth the variety of situations that may occur once construction begins. In no way do the requirements shown herein relieve the Contractor of his responsibility for selecting the proper traffic control devices and implementation procedures that will ensure the safety of motorists, pedestrians, and workers at all times. All traffic control devices shall be in conformance with the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) and shall be subsidiary to traffic control.

25. The Contractor shall be responsible for supporting and protecting all exposed utilities in open trenches and utility poles needing bracing.

When Contractor has less than 1' of distance between utilities (both mains and services) and subgrade stabilization for the roadway, he shall surround the utility with 12" of CA-5, or similar material, instead of shot rock, to protect the utility. This shall be Subsidiary to other bid items.

27. The Contractor shall pothole and survey all utility crossings prior to construction of any portion of storm sewer, underdrains, conduit and any other subsurface elements of the project. This survey information shall be forwarded to the Engineer for review. The Contractor shall not begin construction of any subsurface element on the project without the approval of the Engineer. This item shall be subsidiary to other bid items. The Contractor is responsible for any damages to both private and public utilities. 28. The Contractor shall not change or deviate from the plans without first obtaining written approval from the County and Engineer.

29. It is the responsibility of the Owner/Developer to schedule the installation of the street signs with the County to prevent delays. All costs incurred for the signs and installation will be reimbursed by the Owner/Developer before project acceptance.

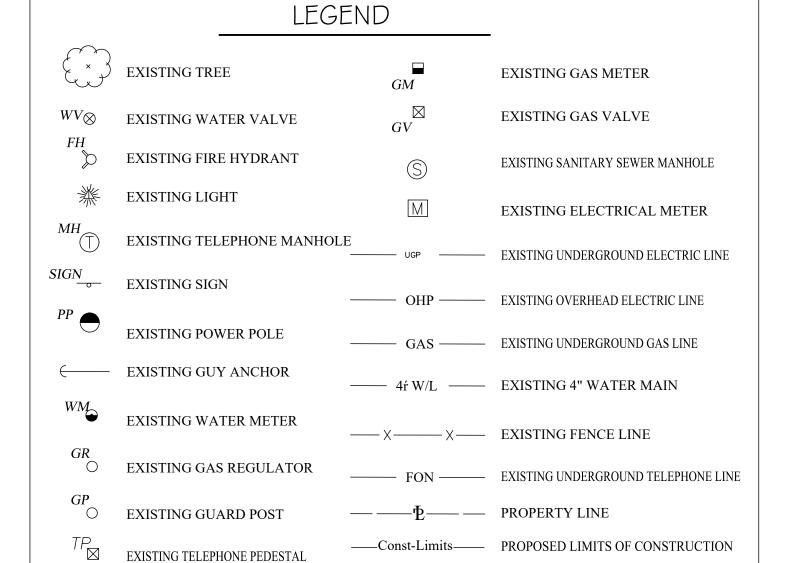
30. Contractor shall obtain all necessary permits from all agencies with jurisdiction over the project.

31. Owner/Developer/Contractor shall provide the County with a Stormwater Pollution Prevention Plan (SWPPP) and NOI before construction. The site shall comply with all requirements of the Kansas Water Pollution Control and NPDES Stormwater Runoff from Construction sites general permit.

32. Construction record drawings shall be submitted to the County Engineer upon completion of the project and prior to final acceptance of the project by the County Engineer. The engineer shall provide the County one complete set of prints showing the project as-built.

33. All areas disturbed by the construction of said improvements shall be fertilized, seeded, and mulched in accordance with Leavenworth County Requirements. If seeding doesn't take, Contractor/Developer is responsible for reseeding until there is mowable good stand of grass. Vegetation acceptance shall meet the minimum NOT requirements and approval from the County Public Works Department. Vegetation requires a uniform perennial vegetative cover with a density of 70% over 100% of all disturbed areas.

34. All swales shall be staked prior to construction.



KANSAS ONE-CALL I-800-DIG-SAFE (1-800-344-7233)

Protect yourselves and your property against underground utility damage and liability.

**ONE CALL** Find out where the underground utility lines might be buried before you dig. KANSAS

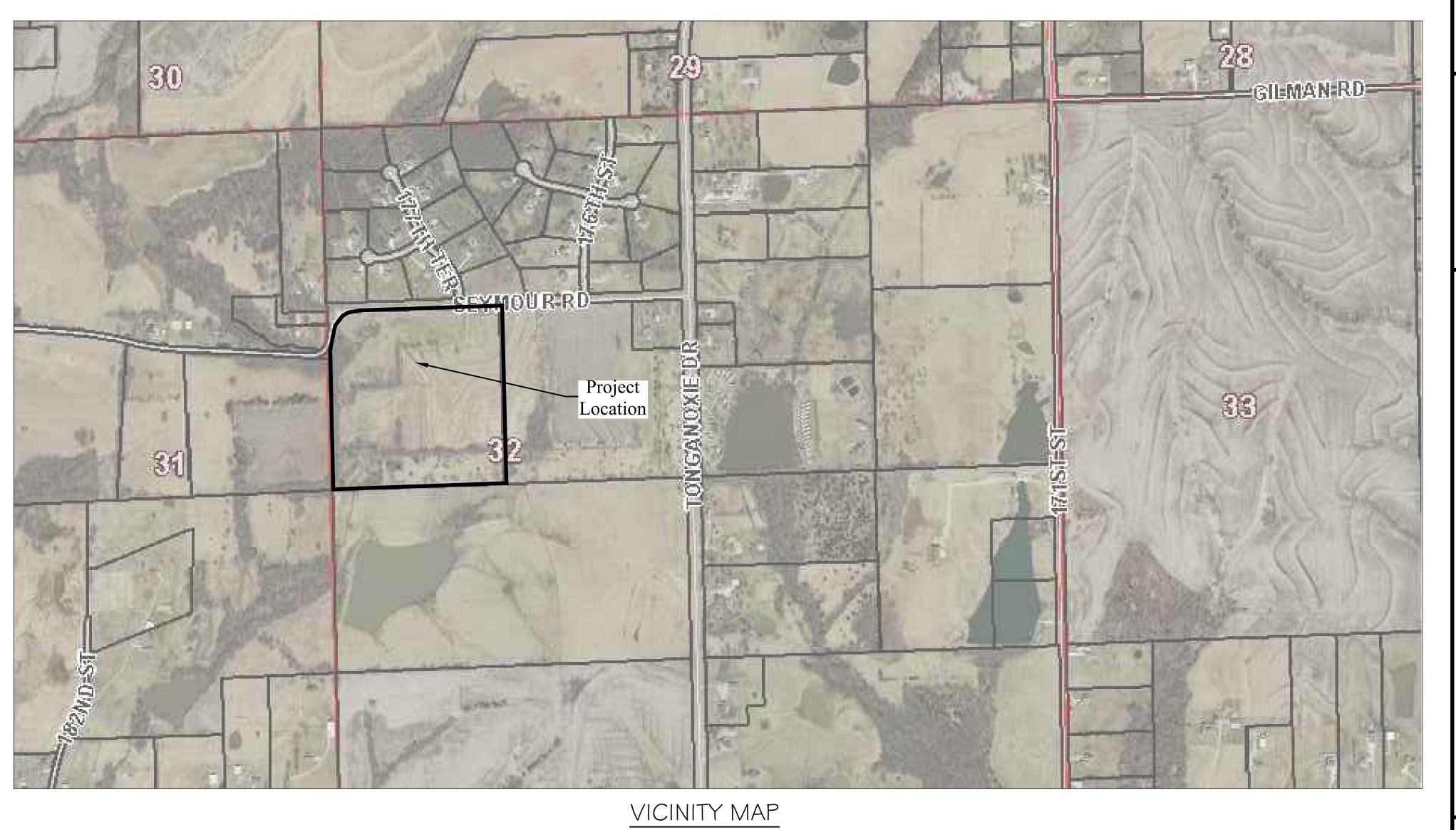
Anyone digging in Kansas must call before digging. The person who is doing the work is responsible for calling KOC. If the owner contracts with a professional excavator to do the excavation then the professional excavator is responsible for calling KOC.

You (the digger) will need to provide information about the work site when you call. This is a FREE service.

CALL BEFORE YOU DIG IT'S THE LAW. [Chapter 66.--PUBLIC UTILITIES Article 18.--UTILITY DAMAGE PREVENTION]

# EMERALD ESTATES STREET & STORMWATER PLANS

LEAVENWORTH COUNTY, KANSAS



SECTION 32-09-22

NOT TO SCALE

## SUMMARY OF QUANTITIES

MOBILZATION LUMP SUM CLEARING & GRUBBING LUMP SUM DEMOLITION LUMP SUM GRADING LUMP SUM CONSTRUCTION STAKING LUMP SUM TRAFFIC CONTROL LUMP SUM TESTING LUMP SUM SEEDING 7.0 Ac. 9. NA SC-250 TURF REINFORCEMENT MAT 800 S.F. Ι EA. 10. Construction Entrance 35 BALES II. MULCH (5 BALES/ACRE) 900 L.F. 12. SILT FENCE 13. 12" DIA. STRAW WATTLE LOGS 700 L.F. 14. 6" ASPHALT PAVEMENT 6,310 S.Y. 6,310 S.Y. 15. 4" AB-3 GRANULAR SUBBASE 16. 6" SUB-GRADE TREATMENT 6,745 S.Y. 17. 18" DIA. RCP CLASS III 70 L.F. 18. 18" RC END SECTION 2 EA.

27 S.Y.

19. 150# RIP-RAP

**PROJECT BENCHMARKS** 

USGS Datum (N - 340996.16, E - 2169034.42) **Aluminum Leavenworth County Surveyor Cap** Stamped "LV CO BM 1010.59 FT NAVD88 L2-28

Elev.= 1010.59

1/2" Iron Bar Located 40' North of the NW Corner of the S $\frac{1}{2}$  of teh NW $\frac{1}{4}$  Section 32-9-22 (N - 339557.94, E - 2163765.30) Elev.= 972.22

### DESIGN DESIGNATIONS

1.	STREET	RURAL - LOW VOLUME
2.	CLASSIFICATION	LOCAL
3.	Design Speed	30 MPH
4.	ROW WIDTH	60 FT
5.	ROADWAY WIDTH	24 FT
6.	CLEARZONE WIDTH	7 FT
7.	AADT	169
8.	Posted Speed Limit	25 MPH

### REFERENCES

1. ALL SURVEY DATA AND INFORMATION ILLUSTRATED OR REFERENCED ON THESE PLANS, AND ALL THE PERMANENT ROAD EASEMENT DESCRIPTIONS AND EXHIBITS PREPARED FOR THIS PROJECT AND FILED WITH THE REGISTER OF DEEDS, WERE PREPARED BY ROGER B. DILL, LS-1408, RIC, INC.

### **UTILITY OWNERS**

FREE STATE ELECTRICAL COOP MCLOUTH, KS 1.800.794.1989

RURAL WATER DISTRICT NO. 8 ATTN: ROBERT KLINKENBERGER 913.683.0153

9444 NALL AVE. - 1ST FLOOR OVERLAND PARK, KS 66207 ATTN: RANDAL GASKIN

## **DESIGN ENGINEER**

PREPARED BY:

INDEX OF SHEETS

C8

CII

TITLE SHEET

GRADING PLAN

STANDARD DETAILS

PLAN & PROFILE SHEETS

CROSS-SECTION SHEETS

EROSION CONTROL PLANS

STORM LINE DRAINAGE AREAS & CALCS

INTERSECTION & CUL-DE-SAC DETAILS

STORM SEWER PLAN & PROFILE

**BRETT NAPIER, P.E. PROJECT ENGINEER** 

DATE: 8/30/21

> THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH LEAVENWORTH COUNTY'S ROAD CONSTRUCTION AND STORM WATER DRAINAGE STANDARDS, 2003 EDITION. I HEREBY HOLD HARMLESS LEAVENWORTH COUNTY FOR ERRORS OR OMISSION IN THESE PLANS.

### **LEAVENWORTH COUNTY**

**APPROVED BY:** 

**COUNTY ENGINEER** 

DATE:

These plans are approved for one year, after which they automatically become void. The County Engineer's plan review is only for general conformance with road and storm water drainage standards adopted by Leavenworth County. The county did not check and is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

Sheet - C1

Title Sheet

enworth

207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation:

August 9, 2019

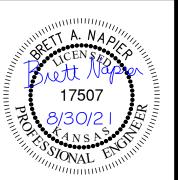
Revised Date:

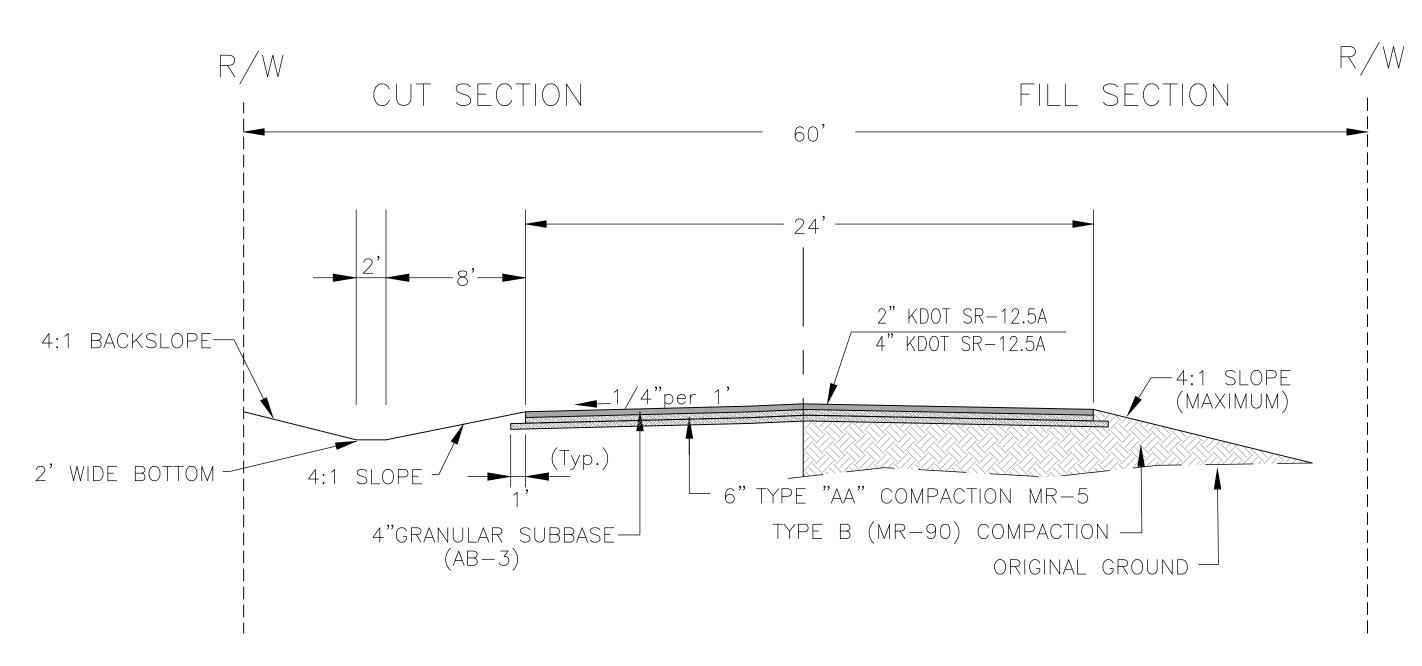
August 18, 2021

August 24, 2021

August 30, 2021

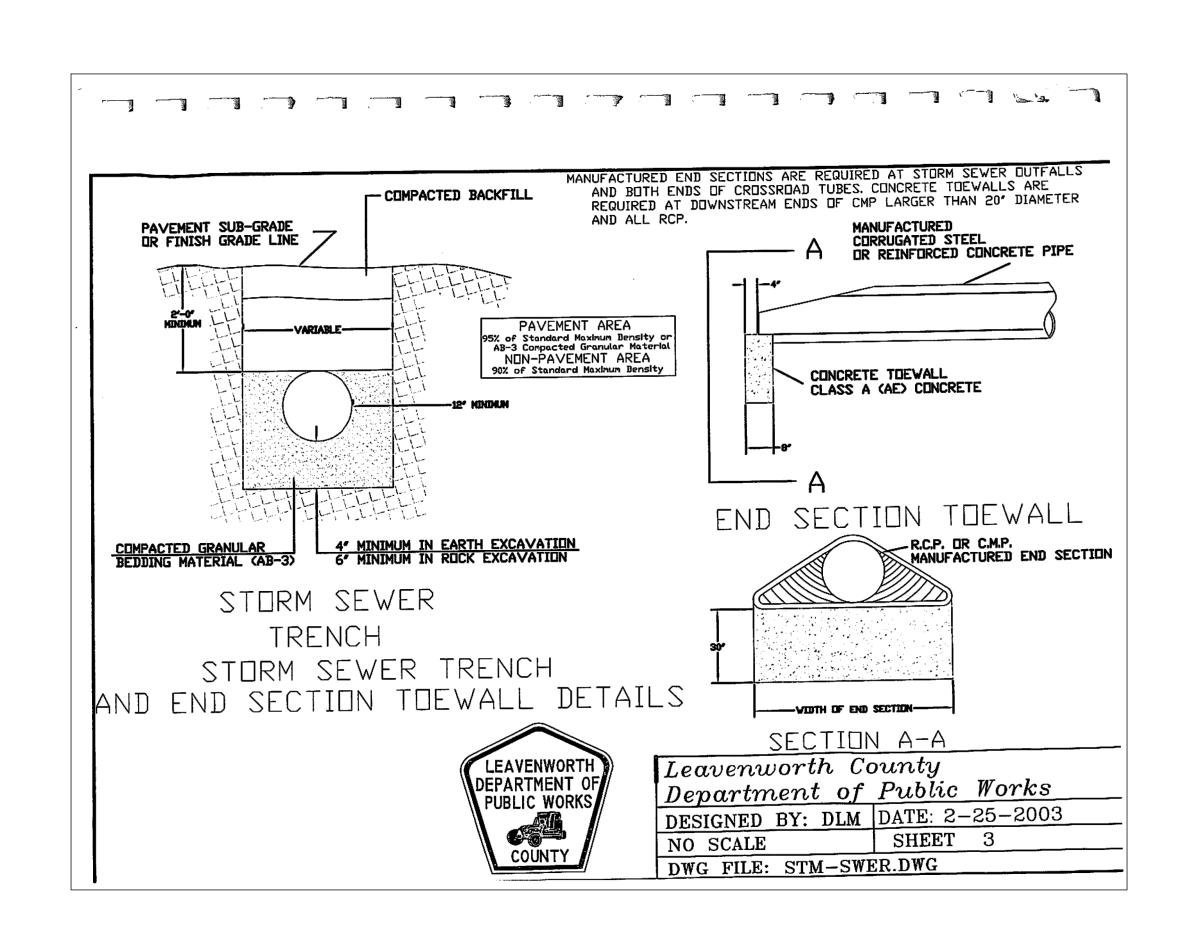
Submittal

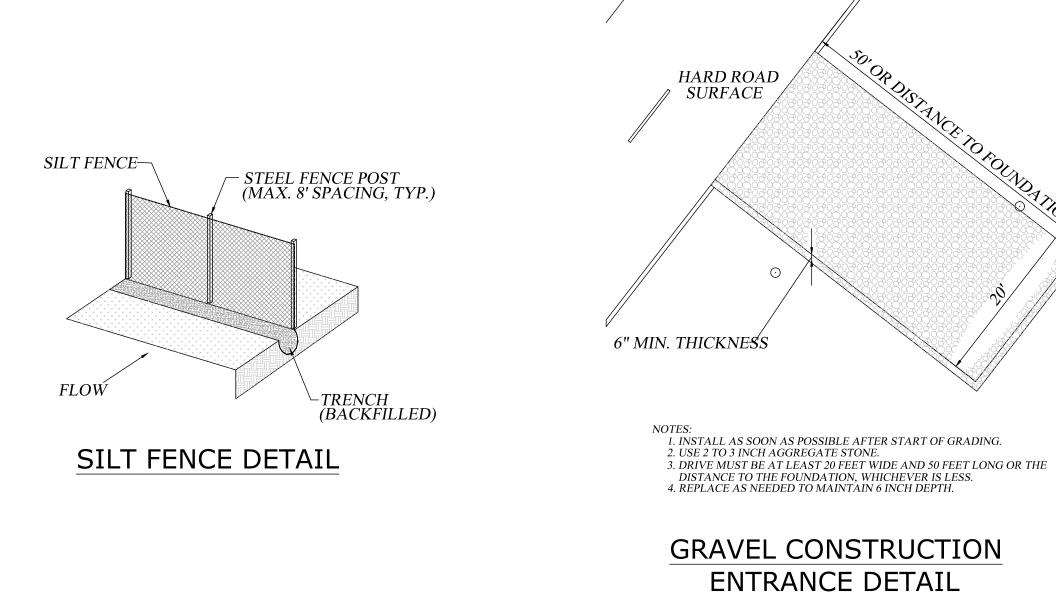




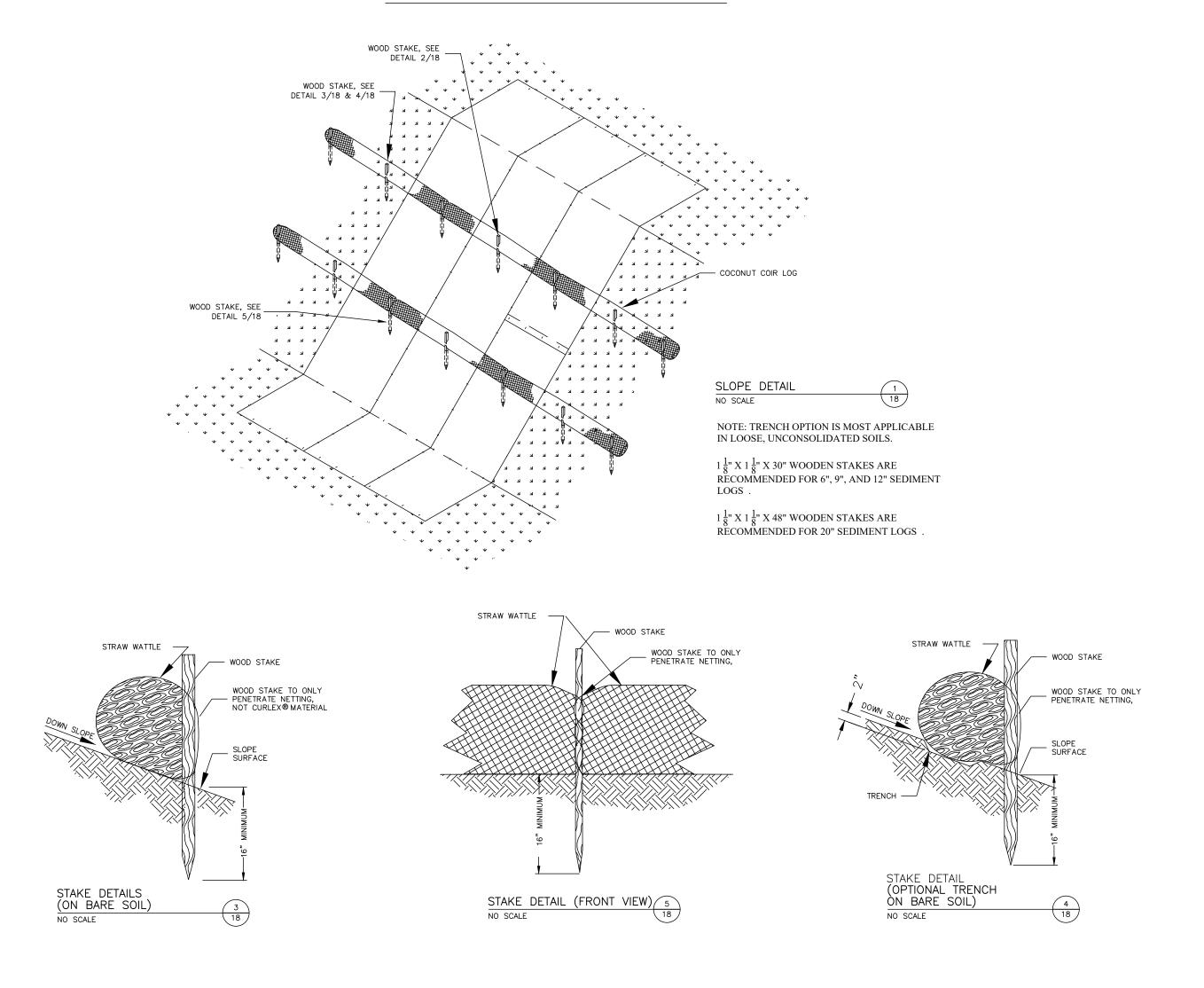
# RURAL STREET DETAIL TYPE R-A

NTS





# STRAW WATTLE DETAIL



Sheet - C2

Standard Details

Emerald Estates
Leavenworth County

DGE PARTNERS LLC

KE REILLY

OX 9

IWORTH, KS 66048

913.682.1234

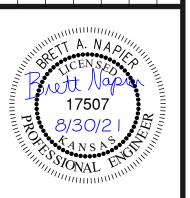
Stre

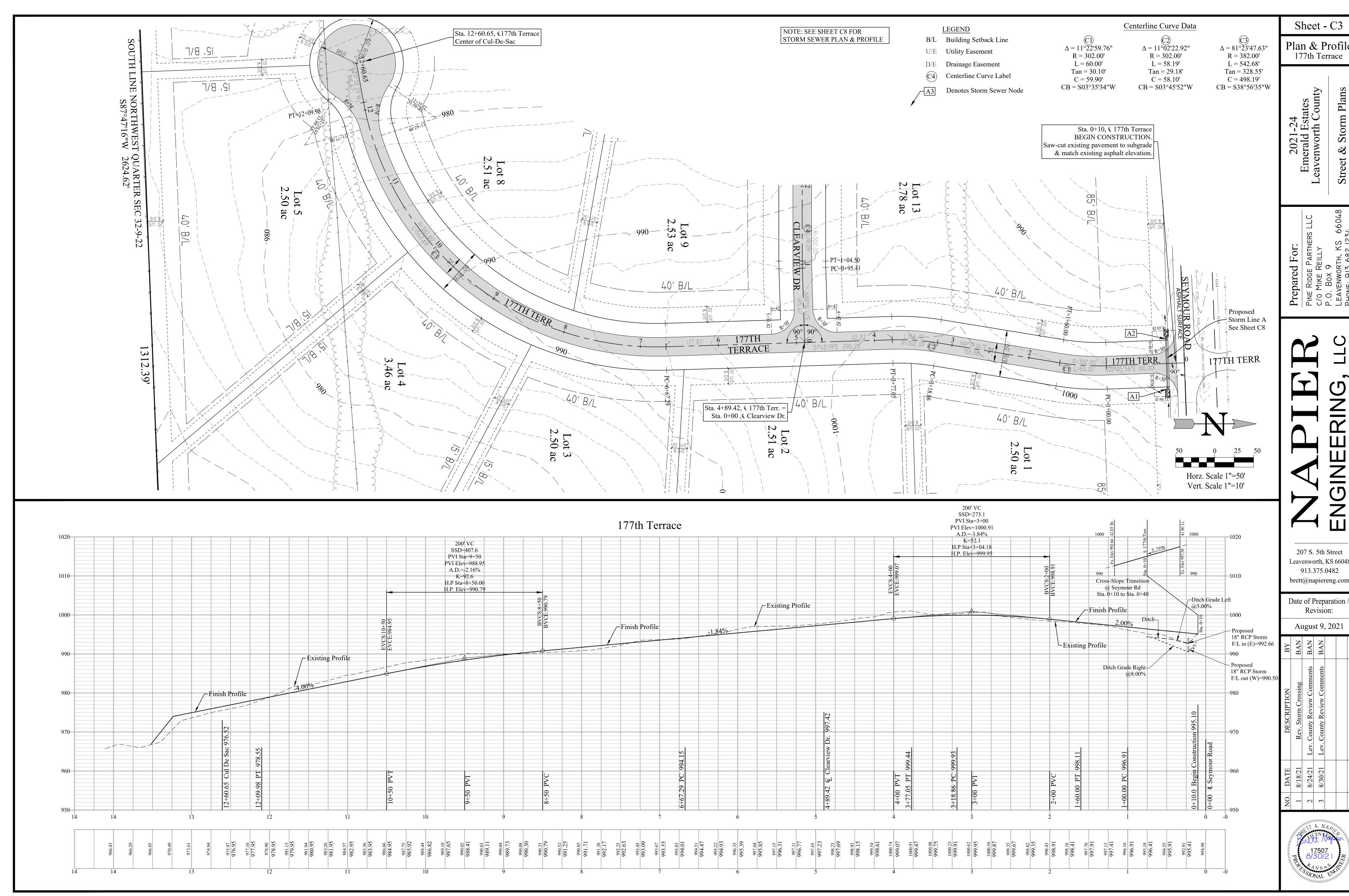
NAPIERING. LC

207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation / Revision:

BY	BAI	BAI		
DESCRIPTION	Rev. Typical Street Section	Lev. County Review Comments		
DATE	8/18/21	8/24/21		





Plan & Profile 177th Terrace

Street & Storm Plans

回 国 フ ENGIN

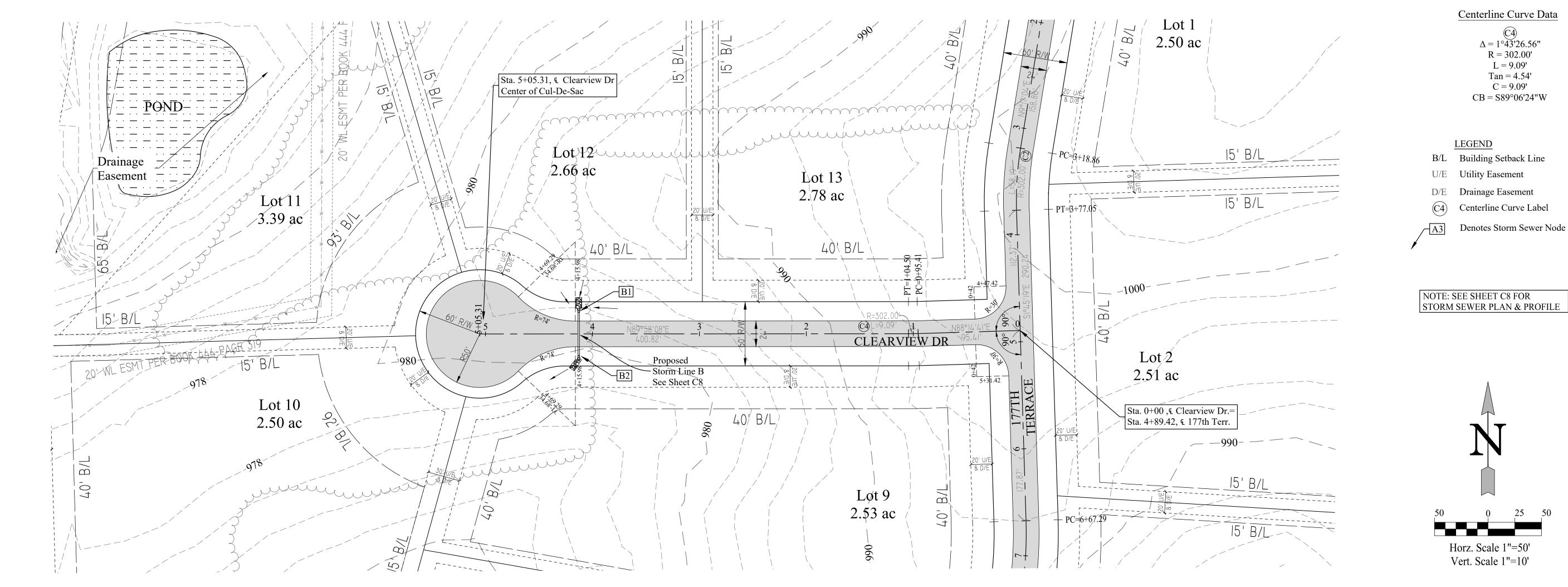
RING

207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Revision:

TE	DESCRIPTION	BY
1/21	Rev. Storm Crossing	BA
./21	Lev. County Review Comments	BA
/21	Lev. County Review Comments	BA





Plan & Profile Clearview Drive

2021-24 Emerald Estates Leavenworth County

Sheet - C4

Street & Storm Plans

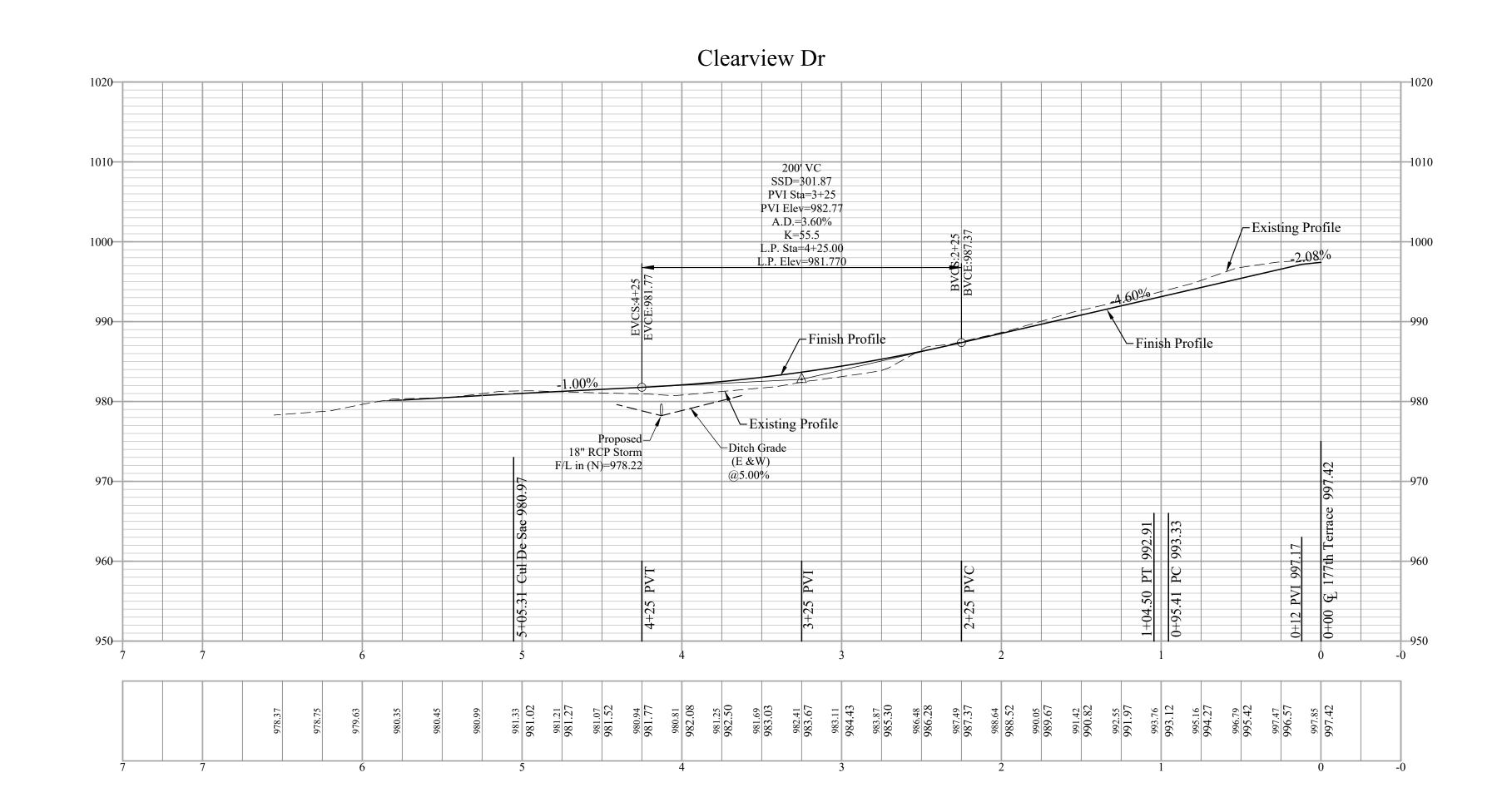
RING ENGIN

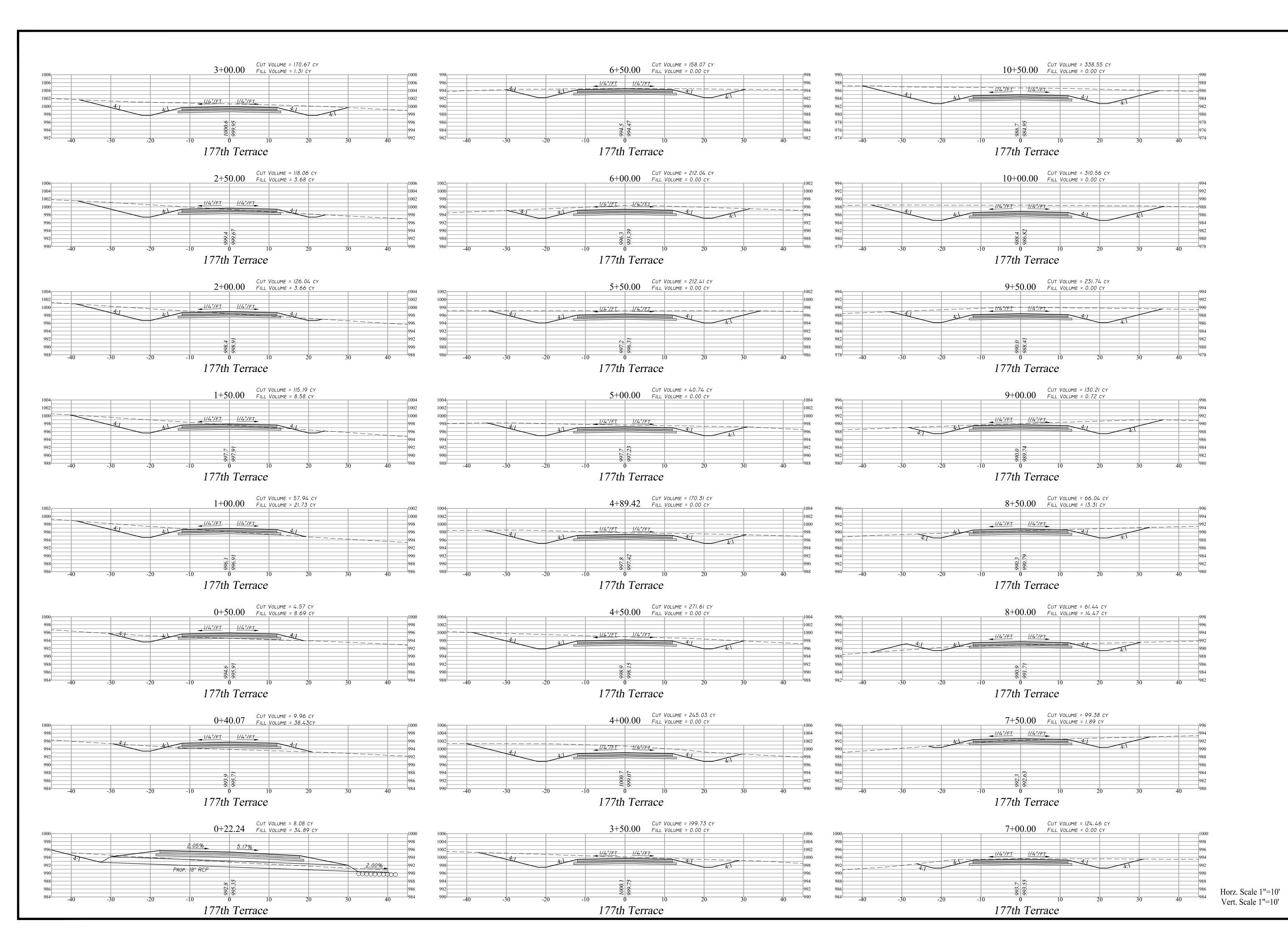
207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation / Revision:

DATE	DESCRIPTION	B
8/18/21	Rev. Storm Crossing	B/
3/24/21	Lev. County Review Comments	B/
3/30/21	Lev. County Review Comments	$\mathbf{B}^{\ell}$







**Cross Sections** 

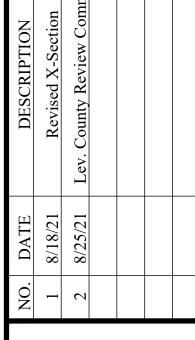
Storm Sewer Plans 2021-24 Emerald Estates Leavenworth County

RING ツ 

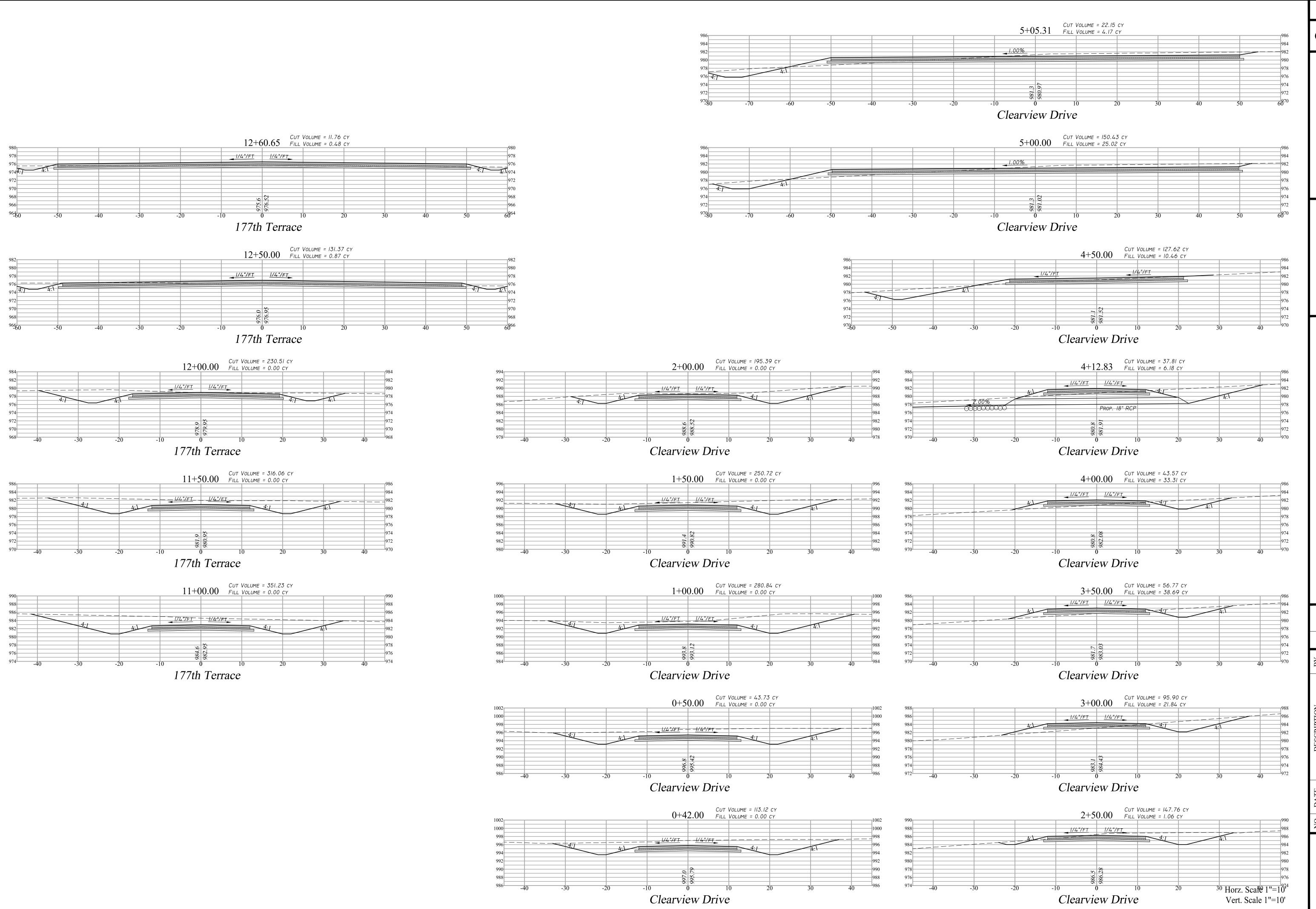
207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation / Revision:

January 10, 2018







**Cross Sections** 

Street & Storm Sewer Plans

2021-24 Emerald Estates Leavenworth County

RING ENGINEE

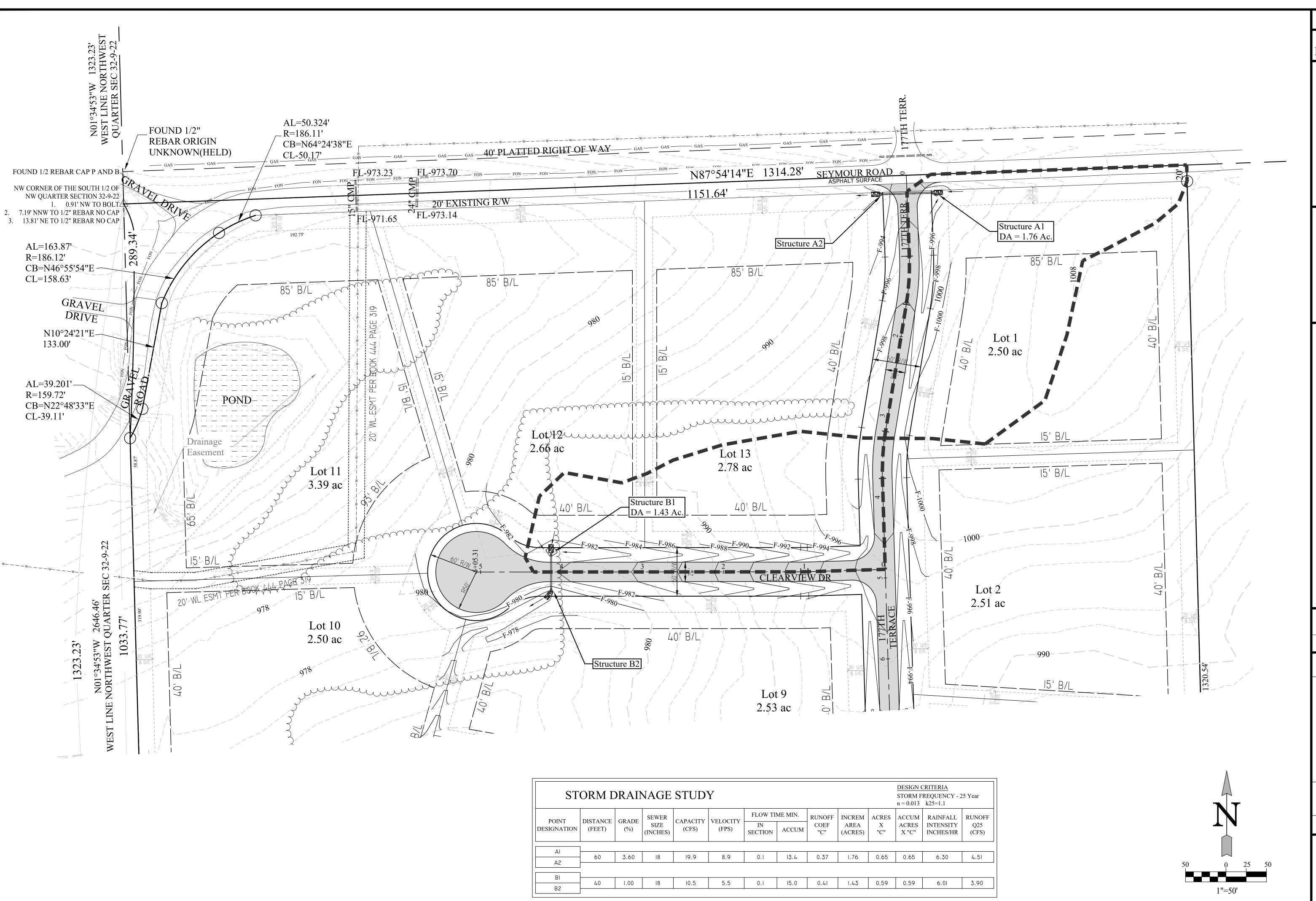
207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation / Revision:

	Jan	uar	y 10	), 20	018	
ВУ	BAN	BAN	BAN			
DESCRIPTION	Revised X-Section	Lev. County Review Comments	Lev. County Review Comments			

DESCRIPTION	Revised X-Section	Lev. County Review Comments	Lev. County Review Comments		
DATE	8/18/21	8/25/21	8/30/21		
NO.	1	2	3		





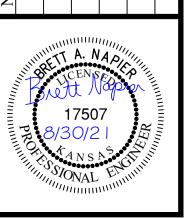
Storm Line Drainage Areas

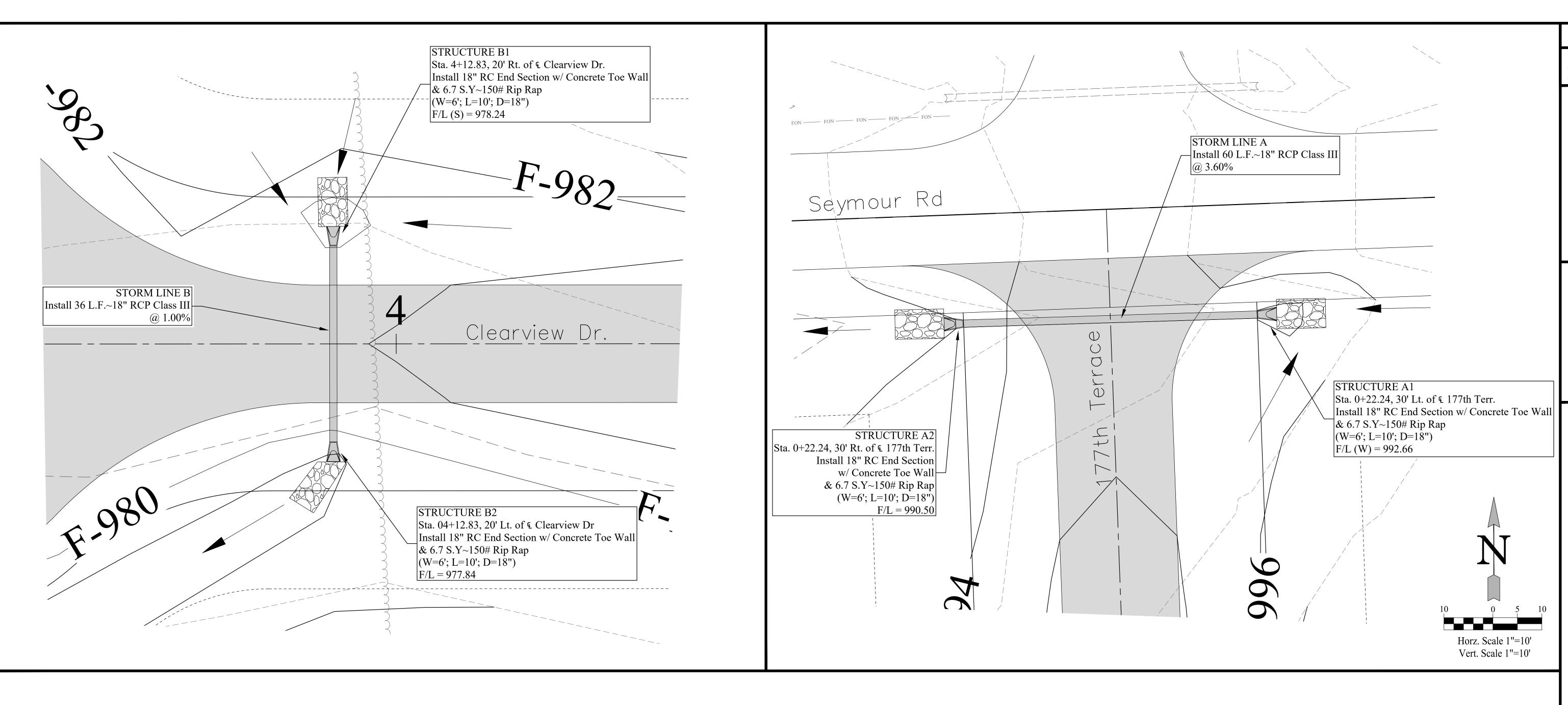
ENGIN 207 S. 5th Street Leavenworth, KS 66048 913.375.0482

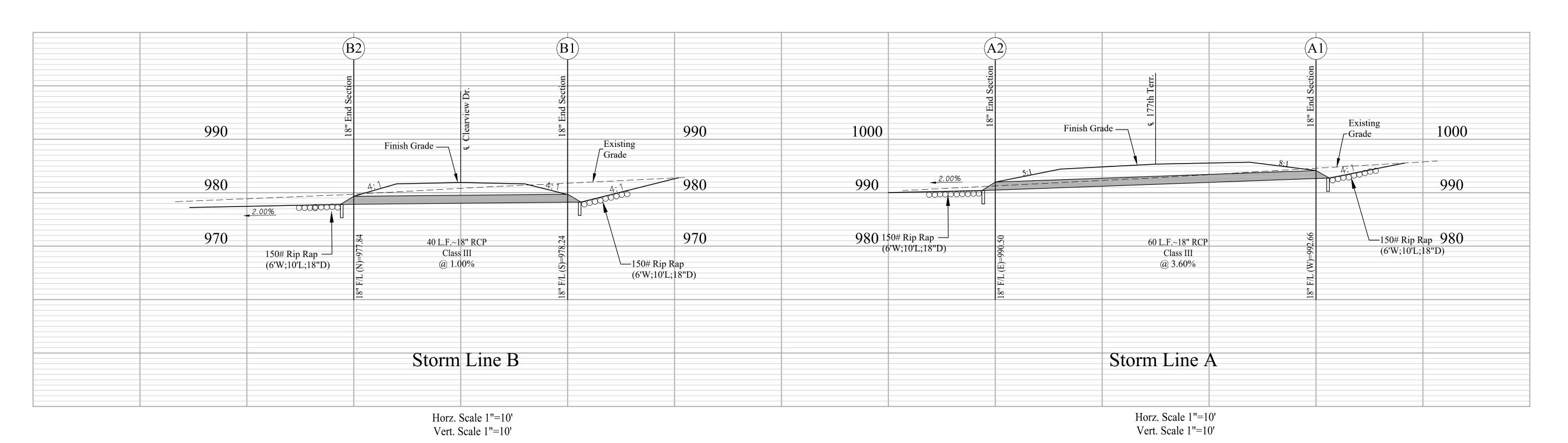
Date of Preparation / Revision:

brett@napiereng.com

BY	BAN			
DESCRIPTION	Lev. County Review Comments			





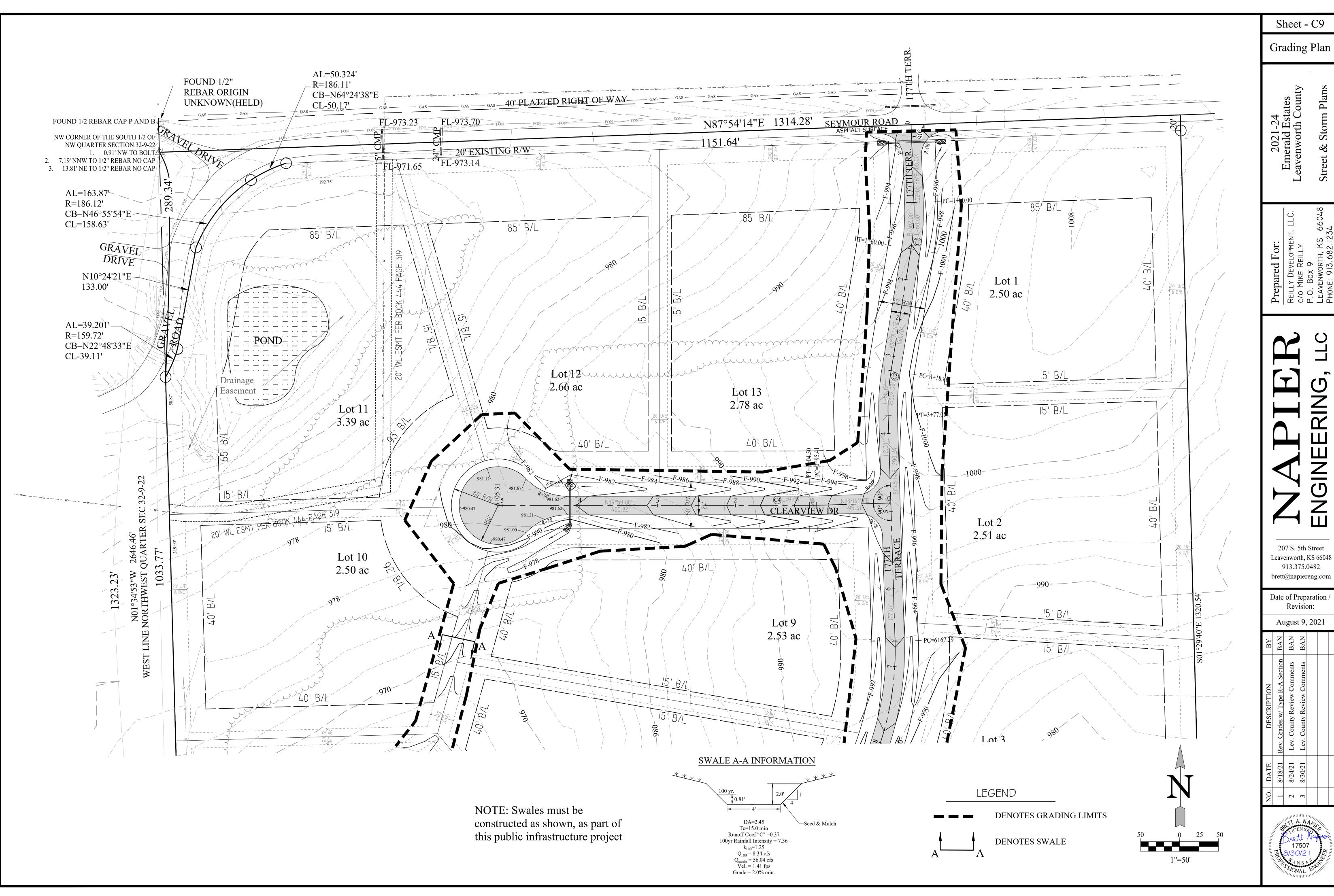


Storm Plan & Profile

207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

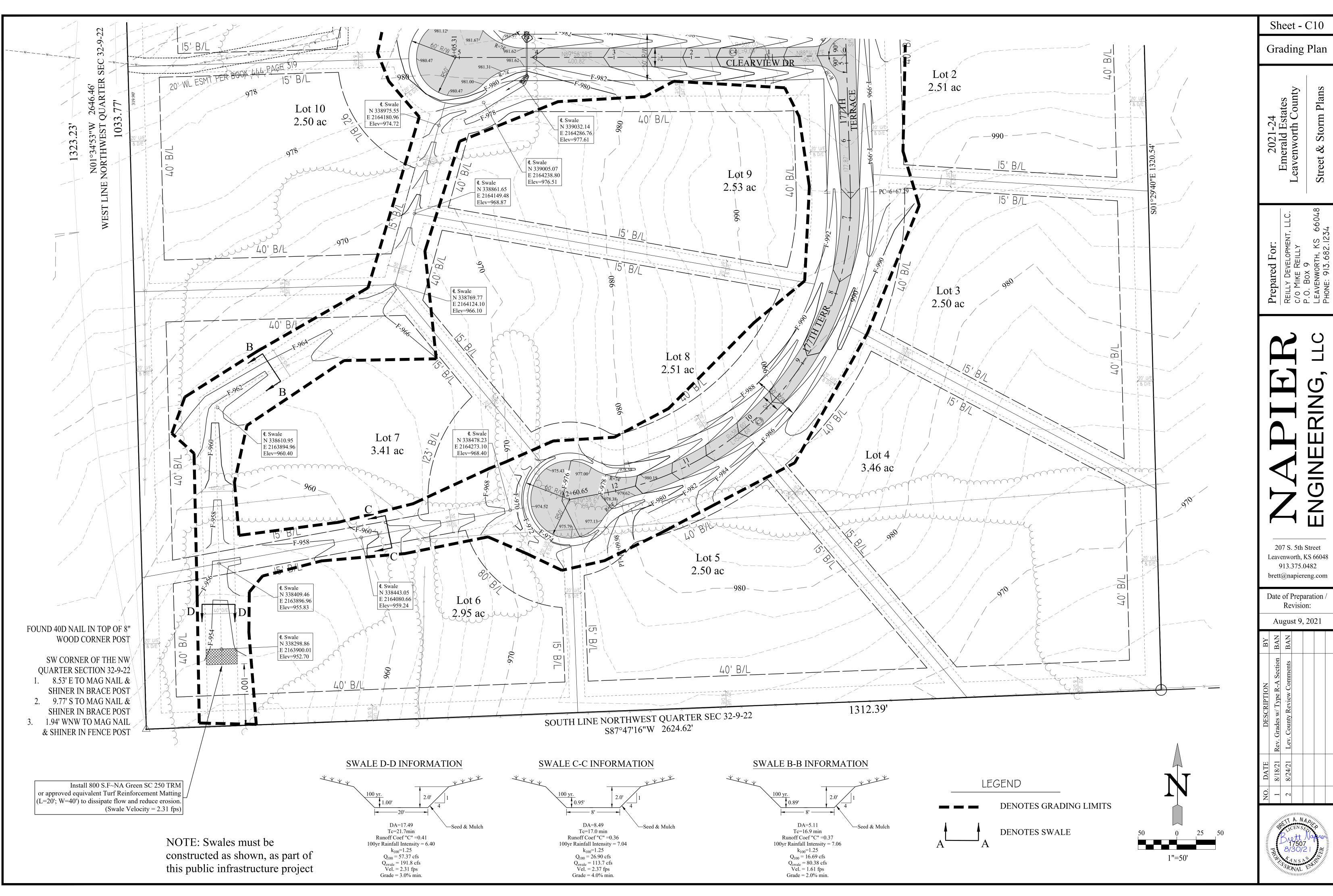
Date of Preparation / Revision:





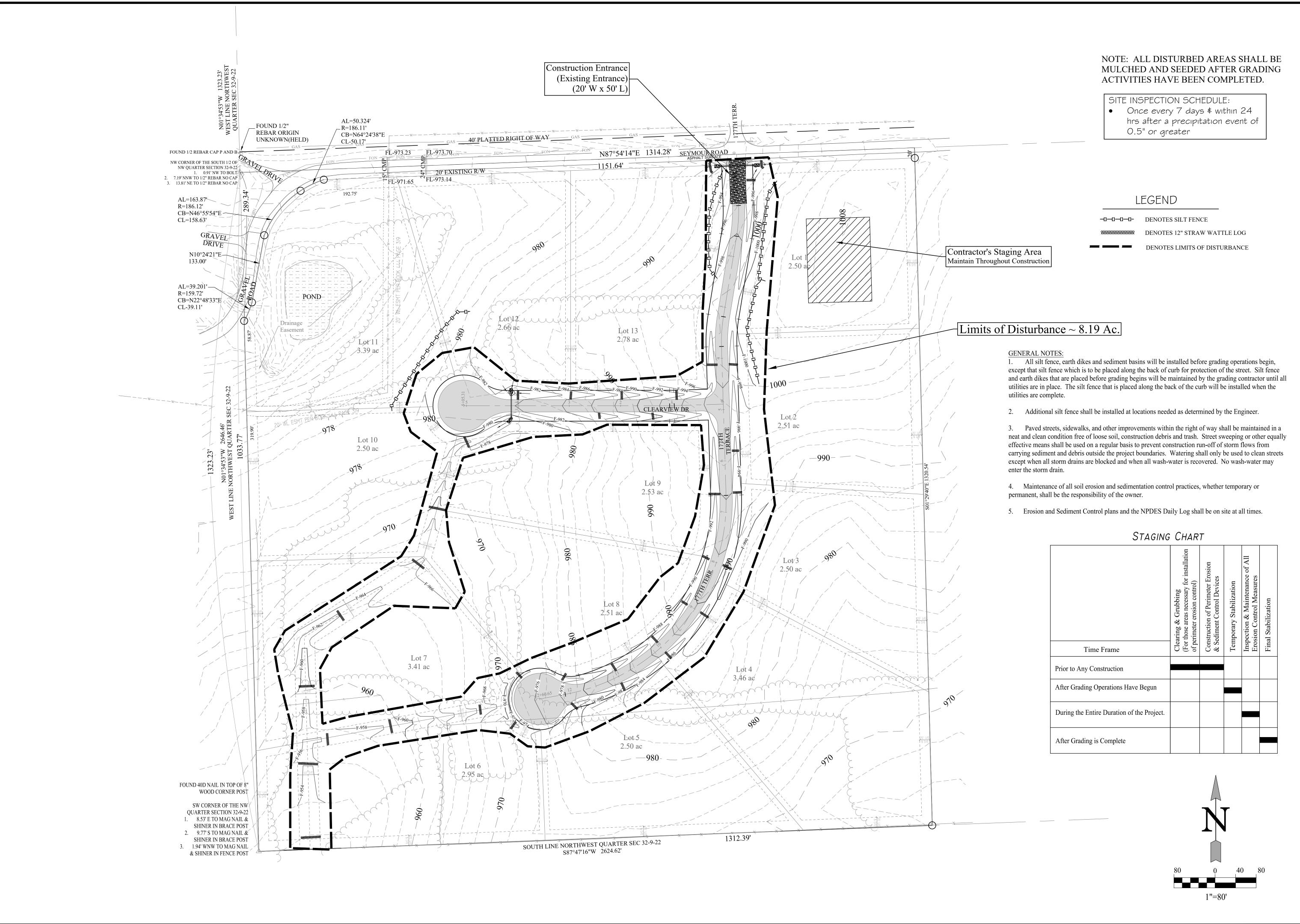
DESCRIPTION	BY
Rev. Grades w/ Type R-A Section	BAN
 Lev. County Review Comments	BAN
Lev. County Review Comments	BAN





DATE	DESCRIPTION	BY
3/18/21	Rev. Grades w/ Type R-A Section	BAN
3/24/21	Lev. County Review Comments	BAN





Sheet - C11

Erosion Control

Plans

2021-24
Emerald Estates
Leavenworth County
Street & Storm Plans

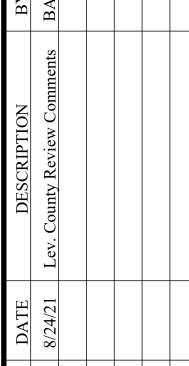
EILLY DEVELOPMENT, LLC.
O MIKE REILLY
O. BOX 9
EAVENWORTH, KS 66048
HONE: 913.682.1234

NAPIERING, LC

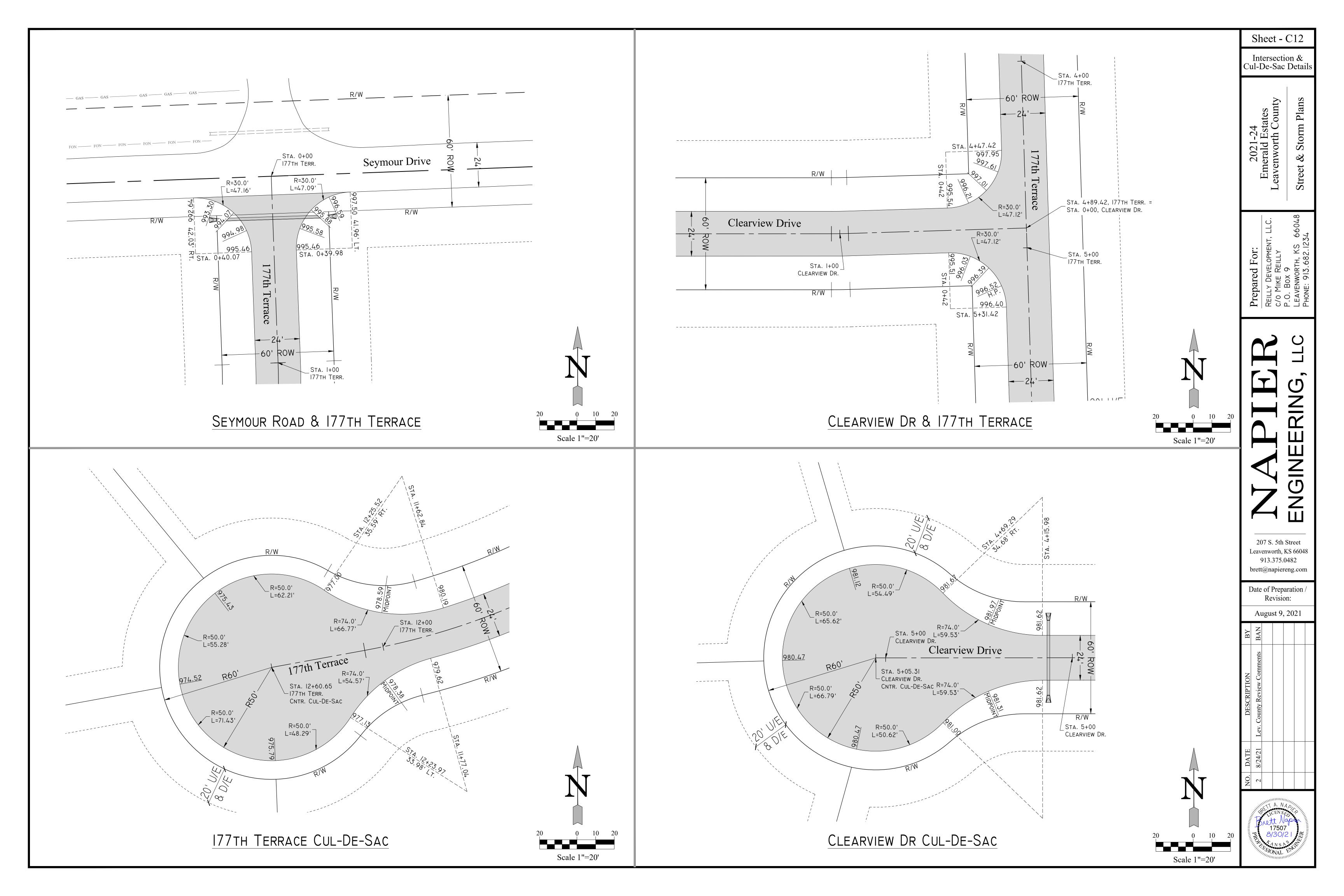
207 S. 5th Street Leavenworth, KS 66048 913.375.0482 brett@napiereng.com

Date of Preparation / Revision:

August 9, 2021







From: <u>Amanda Tarwater</u>

Sent: Tuesday, August 10, 2021 1:50 PM

To: <u>Gentzler, Joshua</u>

**Subject:** Re: DEV-21-129 Final Plat for Emerald Estates

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

FreeState Electric has no objection to this request.

Thank you,

#### **Amanda Tarwater**

**Member Accounts Coordinator** 



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

From: "Gentzler, Joshua" < JGentzler@leavenworthcounty.gov>

Date: Tuesday, August 10, 2021 at 8:26 AM

To: 'Mike Stackhouse' <firedistrict1@fd1lv.org>, "RWD 8 (RWD8LV@gmail.com)"

<RWD8LV@gmail.com>, Amanda Tarwater <amanda.holloway@freestate.coop>,

"Magaha, Chuck" < CMagaha@leavenworthcounty.gov>, "Miller, Jamie"

<JMiller@leavenworthcounty.gov>, "Patzwald, Joshua"

<jpatzwald@leavenworthcounty.gov>, "Van Parys, David"

<DVanParys@leavenworthcounty.gov>

Subject: DEV-21-129 Final Plat for Emerald Estates

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 Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Emerald Estates.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Monday, August  $16^{th}$ .

If you have any questions or need additional information, please contact me at (913) 684-0464 or at <a href="mailto:JGentzler@LeavenworthCounty.gov">JGentzler@LeavenworthCounty.gov</a>.

Thank you,

Joshua Gentzler

From: <u>Van Parys, David</u>

Sent: Tuesday, August 10, 2021 8:53 AM

To: <u>Gentzler, Joshua</u>

**Subject:** RE: DEV-21-129 Final Plat for Emerald Estates

Joshua, No legal issues identified.

From: Gentzler, Joshua

Sent: Tuesday, August 10, 2021 8:26 AM

**To:** 'Mike Stackhouse' <firedistrict1@fd1lv.org>; RWD 8 (RWD8LV@gmail.com) <RWD8LV@gmail.com>; Amanda Holloway (Amanda.holloway@freestate.coop)

<Amanda.holloway@freestate.coop>; Magaha, Chuck <CMagaha@leavenworthcounty.gov>;

Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua

<ipatzwald@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>

Subject: DEV-21-129 Final Plat for Emerald Estates

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Emerald Estates.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Monday, August 16<sup>th</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at <a href="mailto:JGentzler@LeavenworthCounty.gov">JGentzler@LeavenworthCounty.gov</a>.

Thank you,

#### **Joshua Gentzler**

Planner II
Planning & Zoning
Leavenworth County
913.684.0464

From: Rural Water

Sent: Monday, August 16, 2021 3:40 PM

To: <u>Gentzler, Joshua</u>

**Subject:** Re: DEV-21-129 Final Plat for Emerald Estates

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

Joshua Gentzler,

RE: Emerald Estates Final Plat

RWD#8 has an 8" line on the North side of Seymour Rd., therefore, with a road bore water service can be made available to the area of Emerald Estates (not limited to conditions listed below).

Proper application for water service will need to be made to the Board of RWD#8. Board meeting is September 2, 2021.

There has been a request for 13 meters for the subdivision. The developer will be responsible for payment of engineered water service plan, line tap, road bore,

the line extension, to include hydrants, valves, pipe, appurtenances associated with this project and all costs associated with obtaining the water service to this subdivision.

Each meter: \$5,000.00.

**Becky Fousek** 

Office Manager for the Board of RWD#8

Phone: 913-796-2164

.

On Tue, Aug 10, 2021 at 8:26 AM Gentzler, Joshua < <a href="mailto:JGentzler@leavenworthcounty.gov">JGentzler@leavenworthcounty.gov</a>> wrote:

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Emerald Estates.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Monday, August 16<sup>th</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at <a href="mailto:JGentzler@LeavenworthCounty.gov">JGentzler@LeavenworthCounty.gov</a>.

Thank you,

Joshua Gentzler

Planner II

Planning & Zoning

Leavenworth County

913.684.0464

--

Becky Fousek

Office Manager

Rural Water District #8-LV CO

From: Mitch Pleak

**Sent:** Monday, August 30, 2021 2:06 PM

To: <u>Gentzler, Joshua</u>

Cc: Noll, Bill; Anderson, Lauren; 019-2831

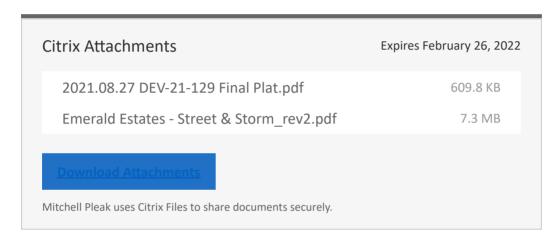
**Subject:** RE: Emerald Estates **Attachments:** Attachments.html

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

#### Joshua,

Lauren and I have reviewed the plat and the PIP. No further comments on the plat. There is a couple comments on the PIP. Please forward on. Thanks,

#### Mitch



From: Gentzler, Joshua < JGentzler@leavenworthcounty.gov>

Sent: Friday, August 27, 2021 8:46 AM

To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>

Subject: RE: Emerald Estates

Lauren and Mitch,

Here is the Final Plat revision to go along with the street & storm plan.

I'm also sending this out to the Fire District. Chief Stackhouse is saying that the fire hydrants are required to be on the Final Plat as per the 2006 International Fire Code. I don't see that they've updated the plat with that information, so we will probably have another revision coming through.

Joshua Gentzler
<a href="Planning & Zoning">Planning & Zoning</a>

From: Anderson, Lauren

Sent: Wednesday, August 25, 2021 12:25 PM

**To:** Gentzler, Joshua < <u>JGentzler@leavenworthcounty.gov</u>> **Cc:** Sloop, Stephanie < <u>SSloop@leavenworthcounty.gov</u>>

**Subject:** FW: Emerald Estates

Joshua,

For your records.

Lauren

**From:** brett napiereng.com < <u>brett@napiereng.com</u>>

Sent: Wednesday, August 25, 2021 11:46 AM

To: Mitch Pleak <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>

Cc: Andrea Weishaubt <a href="mailto:andrea.weishaubt@atlassurveyors.com">andrea.weishaubt@atlassurveyors.com</a>

**Subject:** Emerald Estates

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

Here are the revised Street & Storm Sewer Plans. I believe Andrea will submitting the Revised Final Plat shortly.

I'll get the NOI, SWPPP and Cost Estimate put together as well.

ΒN

#### **Napier Engineering, LLC**

Brett Napier, PE

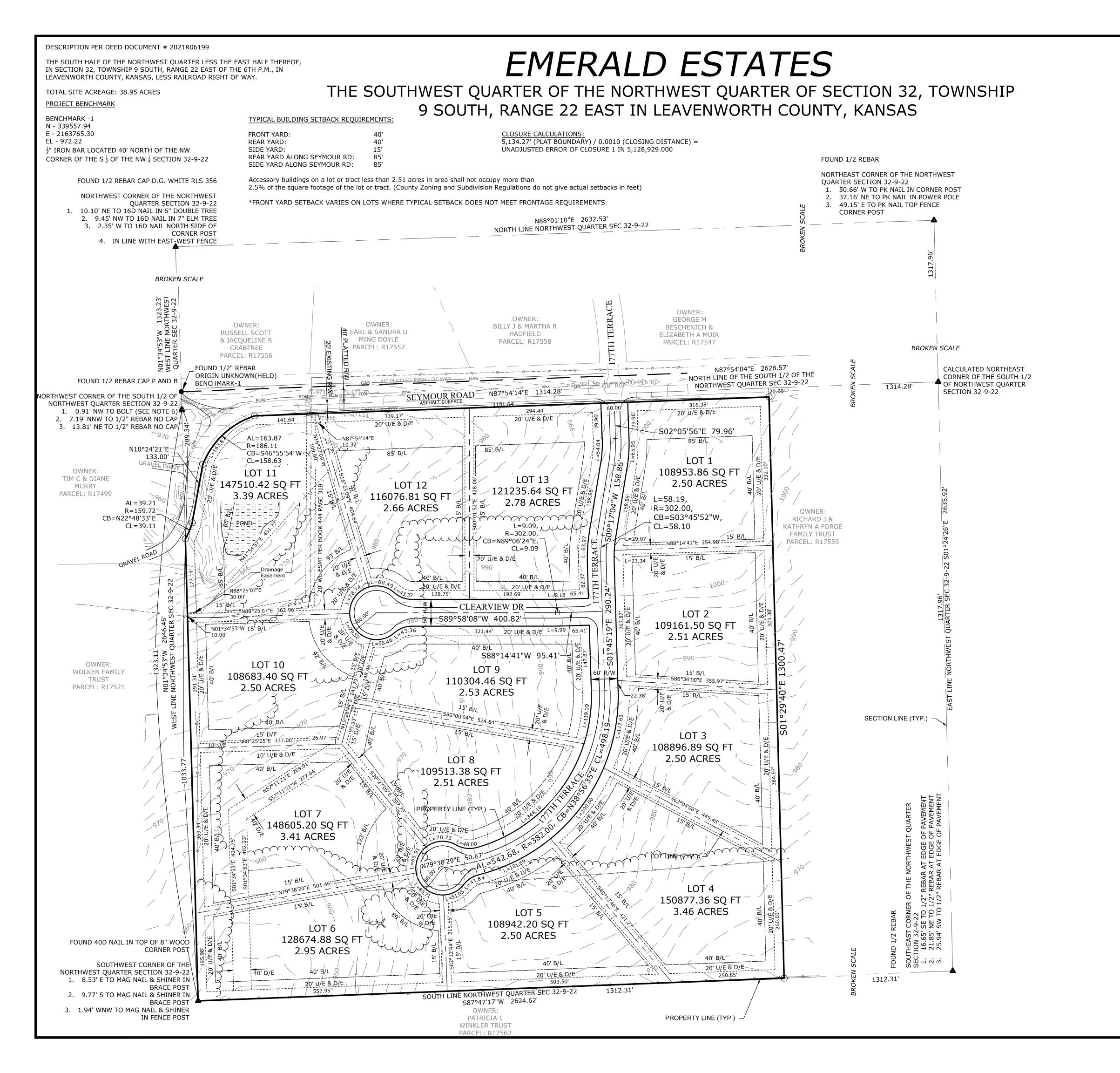
207 S. 5th St.

Leavenworth, KS 66048

913-375-0482

brett@napiereng.com

#### **DEV-21-129 Emerald Estates Final Plat** Platte Jefferson 3.06 3.23 3.05 3.14 3.19 3.13 Wyandotte 3.04 3.03 3.18 Johnson. Douglas [ The ] 3.15 WOODRIDG Legend 3.01 3.02 3.17 3.26 3.27 Parcel Number Parcel City Limit Line SEVENDIED DB Major Road 2.01 4.01 <all other values> Road Railroad 4.02 100 9.05 9.06 1 in. = 450 ft.Notes 900.0 450.00 900.0 Feet This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION



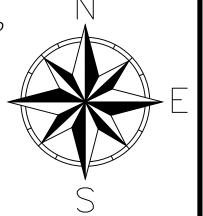
### PRELIMINARY PLAT



andrea.weishaubt@atlassurveyors.com

### **LEGEND**

FOUND SECTION CORNER AS NOTED FOUND PROPERTY CORNER AS NOTED SET PROPERTY CORNER CAP LS 1408 IN CONCRETE UTILITY EASEMENT DRAINAGE EASEMENT B/L BUILDING LINE



### **GENERAL NOTES**

1. The basis for the bearing system for this survey is the Kansas North Zone U.S. State Plane

2. All distances shown hereon are ground distances in feet.

3. Water line shown via utility maps provided by Rural Water District No. 8.

4. Precision, 1 part in: 2909530.636

5. Right of Way along Seymour Road shown per prescriptive easement and road record Book C

6. Held 1/2" P and B Cap Per Plat in order to not disrupt the area. P and B set bar on split between current monuments at NW Corner of the NW Quarter and the NW Corner of the South 1/2 of the NW Quarter. We believe the bolt to be true set by the County Surveyor detailed in Volume B Page 62 of Survey records at Leavenworth County Register of Deeds. This was set on a split between the original Stone monuments at teh NW Corner of the NW Quarter and the NW Corner of the South 1/2 of the NW Quarter.

7. Current Zoning RR-5/Proposed Zoning - RR-2.5 -Current Use - Agricultural

-Proposed Use - Residential

8. Access will be limited to Clearview Drive and 177th Terrace for all lots.

9. Erosion and sediment control measures shall be used when designing and constructing driveway and other structures. Re-vegetation of all disturbed areas shall be completed accordin to the NOI post grading activities.

11. All proposed structures within this plat shall comply withe the Leavenworth County Zoning

10. Utility services -Electric - FreeState Electrical Cooperative -Water - Rural Water District #8

> -Gas - Propane -Sewer - Septic

and Subdivision Regulations or Zoning Regulations Jurisdiction.

12. Onsite individual Sanitary Sewer systems will be used for this development.

13. Lot access is subject to current County access management policy.

14. According to "FIRM" map community panel numbers 20103C0250G, effective July 16th, 20215, this plat is located in Zone "X", area determined to be minimal flood hazard.

### VICINITY MAP



VICINITY MAP NOT TO SCALE

SCALE 1"=100' SEC-TWN-RNG 32-9-22

PREPARED FOR

MICHAEL REILLY 600 DELAWARE ST

LEAVENWORTH, KS 66048

DATE

August 6, 2021

DESCRIPTION PER DEED DOCUMENT # 2021R06199 **CLOSURE CALCULATIONS:** FINAL PLAT EMERALD ESTATES 5,134.27' (PLAT BOUNDARY) / 0.0010 (CLOSING DISTANCE) = THE SOUTH HALF OF THE NORTHWEST QUARTER LESS THE EAST HALF THEREOF, IN SECTION 32, TOWNSHIP 9 SOUTH, RANGE 22 EAST UNADJUSTED ERROR OF CLOSURE 1 IN 5,128,929.000 OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS, LESS RAILROAD RIGHT OF WAY. TOTAL SITE ACREAGE: 38.95 ACRES TYPICAL BUILDING SETBACK REQUIREMENTS THE SOUTHWEST QUARTER OF THE NORTHWEST SURVEYORS SUGGESTED DESCRIPTION: FRONT YARD: A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE **REAR YARD:** QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 22 6TH P.M., AS DESCRIBED BY ROGER B. DILL LS 1408, IN LEAVENWORTH COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS SIDE YARD: PROJECT BENCHMARK REAR YARD ALONG SEYMOUR RD: EAST IN LEAVENWORTH COUNTY, KANSAS SIDE YARD ALONG SEYMOUR RD: 85' COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHWEST QUARTER; THENCE N87°54'14"E, ALONG THE BENCHMARK -1 REAR ACCESSORY SETBACK NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHWEST QUARTER, A DISTANCE OF 1314.28 FEET; THENCE S01°29'40"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SEYMOUR ROAD AS IT NOW EXISTS. ALSO KNOWN TO BE THE POINT OF N - 339557.94 BEGINNING OF HEREIN DESCRIBED TRACT; THENCE S01°29'40"E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID E - 2163765.30 Accessory buildings on a lot or tract less than 2.51 acres in area NORTHWEST QUARTER, A DISTANCE OF 1300.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE EL - 972.22 shall not occupy more than FOUND 1/2 REBAR Leavenworth KS 66048 S87°47'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1312.31 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER ½" IRON BAR LOCATED 40' NORTH OF 2.5% of the square footage of the lot or tract. THENCE N01°34'53"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1033.77 FEET TO A POINT ON THE andrea.weishaubt@atlassurveyors.com NORTHEAST CORNER OF THE NORTHWEST SOUTH RIGHT OF WAY LINE OF SAID SEYMOUR ROAD; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF THE NW CORNER OF THE S 1/2 OF THE \*FRONT YARD SETBACK VARIES ON LOTS WHERE TYPICAL 159.72 FEET, AN ARC LENGTH OF 39.21 FEET, A CHORD BEARING OF N22°48'33"E, AND A CHORD LENGTH 39.11 FEET; THENCE QUARTER SECTION 32-9-22 NW  $\frac{1}{4}$  SECTION 32-9-22 **LEGEND** N10°24'21"E, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.00 FEET; THENCE NORTHEASTERLY, ON A SETBACK DOES NOT MEET FRONTAGE REQUIREMENTS. 50.66' W TO PK NAIL IN CORNER POST CURVE TO THE RIGHT, HAVING A RADIUS OF 186.11 FEET, AN ARC LENGTH OF 163.87 FEET, A CHORD BEARING OF N46°55'54"E, AND 37.16' NE TO PK NAIL IN POWER POLE A CHORD LENGTH OF 158.63 FEET; THENCE N87°54'14"E, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 49.15' E TO PK NAIL TOP FENCE 1151.63 FEET TO THE POINT OF BEGINNING. CORNER POST CONTAINS 38.95 ACRES MORE OR LESS FOUND SECTION CORNER AS NOTED N88°01'10"E 2632.53' NORTH LINE NORTHWEST QUARTER SEC 32-9-22 FOUND PROPERTY CORNER AS NOTED SET PROPERTY CORNER CAP LS 1408 This plat of EMERALD ESTATES has been submitted and approved by Leavenworth County Planning Commission, IN CONCRETE UTILITY EASEMENT FOUND 1/2 REBAR CAP D.G. WHITE RLS 356 DRAINAGE EASEMENT CHAIRMAN - STEVEN ROSENTHAL NORTHWEST CORNER OF THE NORTHWEST QUARTER B/L BUILDING LINE SECTION 32-9-22 BROKEN SCALE 1. 10.10' NE TO 16D NAIL IN 6" DOUBLE TREE SECRETARY - KRYSTAL VOTH 2. 9.45' NW TO 16D NAIL IN 7" ELM TREE This plat approved by the Governing Body of Leavenworth County, Kansas 3. 2.35' W TO 16D NAIL NORTH SIDE OF CORNER POST 4. IN LINE WITH EAST-WEST FENCE OWNER: GEORGE M **GENERAL NOTES** OWNER: BILLY J & MARTHA R **BESCHENICH &** ATTEST - COUNTY CLERK - JANET KLASINSKI EARL & SANDRA D RUSSELL SCOTT HADFIELD ELIZABETH A MUIR MING DOYLE & JACQUELINE R PARCEL: R17558 PARCEL: R17547 The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by PARCEL: R17557 CRABTREE **BROKEN SCALE** Leavenworth County. The County is not responsible for the accuracy or adequacy of the design, dimensions, WOODRIDGE ESTATES  $1.\ \mathsf{The}\ \mathsf{basis}\ \mathsf{for}\ \mathsf{the}\ \mathsf{bearing}\ \mathsf{system}\ \mathsf{for}\ \mathsf{this}\ \mathsf{survev}\ \mathsf{is}\ \mathsf{the}\ \mathsf{Kansas}\ \mathsf{North}\ \mathsf{Zone}\ \mathsf{U.S.}\ \mathsf{State}\ \mathsf{Plane}$ elevations, and quantities. PARCEL: R17556 1983. West line of the Northwest Quarter of Sec 32-9-22 being N01°34'53"W. BK 15, PAGE 46 FOUND 1/2" REBAR N87°54'04"E 2628.57' CALCULATED NORTHEAST 2. All distances shown hereon are ground distances in feet COUNTY ENGINEER NORTH LINE OF THE SOUTH 1/2 OF THE ORIGIN UNKNOWN(HELD) CORNER OF THE SOUTH 1/2 FOUND 1/2 REBAR CAP P AND B 3. Water line shown via utility maps provided by Rural Water District No. 8. NORTHWEST QUARTER SEC 32-9-22 BENCHMARK-1 OF NORTHWEST QUARTER 1314.28' SEYMOUR ROAD N87°54'14"E 1314.28'
ASPHALT SURFACE N87°54'14"E 1151 63' POINT OF COMMENCEMENT This is to certify that this instrument was filed for record in the Register of Deeds **SECTION 32-9-22** 4. Precision, 1 part in: 2909530.636 NORTHWEST CORNER OF THE SOUTH 1/2 OF \_, 2021, in Book\_\_\_\_\_, Page\_\_\_\_ —POINT OF BEGINNING NORTHWEST QUARTER SECTION 32-9-22 5. Right of Way along Seymour Road shown per prescriptive easement and road record Book C 1. 0.91' NW TO BOLT (SEE NOTE 6) 20' U/E & D/E 2. 7.19' NNW TO 1/2" REBAR NO CAP 20' U/E & D/E 20' U/E & D/E 6. Held 1/2" P and B Cap Per Plat in order to not disrupt the area. P and B set bar on split I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for 3. 13.81' NE TO 1/2" REBAR NO CAP/ AL=60.00,-S02°05'56"E 79.96' between current monuments at NW Corner of the NW Quarter and the NW Corner of the South compliance with Kansas Minimum Standards for Boundary surveys. No field verification is implied. This review is R = 302.00, 1/2 of the NW Quarter. We believe the bolt to be true set by the County Surveyor detailed in AL = 163.87for survey information only.  $\frac{1}{1000} = \frac{1000}{1000} =$ Volume B Page 62 of Survey records at Leavenworth County Register of Deeds. This was set or R=186.11 a split between the original Stone monuments at teh NW Corner of the NW Quarter and the NW N10°24'21"E -R=332.00 AL=65.96 CB=N46°55'54"E 85' B/L CL = 59.90Corner of the South 1/2 of the NW Quarter. Michael J Bogina, KS PS NO. 1655 133.00' CL = 158.63R=272.00 AL=54.04-7. Current Zoning RR-5/Proposed Zoning - RR-2.5 108953.86 SQ FT LOT 11 -Current Use - Agricultural 40' RIGHT OF WAY TIM C & DIANE LOT 13 -Proposed Use - Residential 2.50 ACRES ⊯147510.42 SQ FT LOT 12 MURRY 121235.64 SO FT 8. Access will be limited to Clearview Drive and 177th Terrace for all lots. PARCEL: R17499 116076.81 SO FT **2.78 ACRES** AL = 39.219. Erosion and sediment control measures shall be used when designing and constructing This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_\_ JUNE \_\_\_\_\_, 20\_21 this field survey was completed on the **2.66 ACRES** R = 302.00driveway and other structures. Re-vegetation of all disturbed areas shall be completed according R = 159.72OWNER: ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum CB=S03°45'52"W, to the NOI post grading activities. CB=N22°48'33"E RICHARD J & Standards" for boundary surveys pursuant to K.S.A. 74-7037. CL = 39.11CL = 58.10AL=9.09,KATHRYN A FORGE 10. Utility services R = 302.00, FAMILY TRUST -Electric - FreeState Electrical Cooperative AL=29.07 N88°14'41"E 354.98'-----Water - Rural Water District #8 CB=S89°06'24"W, PARCEL: R17559 -Gas - Propane CL = 9.09-Sewer - Septic AL=23.34 11. All proposed structures within this plat shall comply withe the Leavenworth County Zoning R=272.00 and Subdivision Regulations or Zoning Regulations Jurisdiction. N83°31'22"W 2 40' B/L ROGER B. DILL L.S. 1408 LS-1408 12. Onsite individual Sanitary Sewer systems will be used for this development. 20' U/E & D/E 20' U/E & D, 13. Lot access is subject to current County access management policy. CLEARVIEW DR 14. According to "FIRM" map community panel numbers 20103C0250G, effective July 16th, LOT 2 2015, this plat is located in Zone "X", area determined to be minimal flood hazard. ្តៃ S89°58'08"W 400.82' 109161.50 SQ FT **DEDICATION** 321.44' 20' U/E & D/E **VICINITY MAP 2.51 ACRES** AL=9.99 R=332.00 The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the N01°34'53"W accompanying plat, which subdivision and plat shall hereafter be known as "EMERALD ESTATES". S88°14'41"W 95.41'— LOT 10 OWNER: The streets and roads shown on this plat and not heretofore dedicated to public use, are hereby so dedicated. LOT 9 WOLKEN FAMILY 50' R/W 15' B/L 108683.40 SQ FT --S86°34'00"E 355.97'----TRUST 110304.46 SQ FT The undersigned proprietor of the above described tract of land does hereby certify that all prior existing easement rights on land to be dedicated **2.50 ACRES** for the public use running to any person, utility, or corporation have been absolved except that same person, utility or corporation shall retain PARCEL: R17521 **2.53 ACRES** whatever rights they would have as if located in a public street. An easement or license to enter upon, locate, construct and maintain or authorize the location, construction, or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to Leavenworth County, Kansas, and other SECTION LINE (TYP.) governmental entities as may be authorized by state law to use such easement for said purposes. PROPERTY LOCATION "Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, 108896.89 SQ FT including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together 10' U/E & D/E 2.50 ACRES with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the LOT 8 strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for 109513.38 SQ FT 2.51 ACRES The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and VICINITY MAP will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein. NOT TO SCALE PROPERTY LINE (TYP. The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the 48605.20 SQ FT dedication of this plat as though fully set forth herein. 3.41 ACRES RECORDED: DATE\_\_\_\_\_BOOK\_\_\_PAGE\_\_\_\_ IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed LOT LINE (TYP.) PINE RIDGE PARTNERS, LLC PREPARED FOR SCALE LOT 4 MICHAEL C. REILLY, Managing Partner 150877.36 SQ FT 1"=100' **3.46 ACRES** LOT 5 108942.20 SQ FT LOT 6 2.50 ACRES SEC-TWN-RNG 128674.88 SQ FT MICHAEL REILLY FOUND 40D NAIL IN TOP OF 8" WOOD , 2021, before me, a Notary Public in and for said County and State, came MICHAEL C. REILLY, Managing Partner of REILLY DEVELOPMENT, LLC to me personally known to be the same person who executed the foregoing CORNER POST **2.95 ACRES** 600 DELAWARE ST 40' B/L instrument of writing and duly acknowledged the execution of the same. LEAVENWORTH, KS 66048 32-9-22 SOUTHWEST CORNER OF THE 20' U/E & D/E  $\Delta$  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written. NORTHWEST QUARTER SECTION 32-9-22 40' B/L 20' U/E & D/E 250.85' 1312.31' 1. 8.53' E TO MAG NAIL & SHINER IN 20' U/E & D/E **BRACE POST** SOUTH LINE NORTHWEST QUARTER SEC 32-9-22 1312.31' DATE 2. 9.77' S TO MAG NAIL & SHINER IN S87°47'17"W 2624.62' **BRACE POST** My Commission Expires: 3. 1.94' WNW TO MAG NAIL & SHINER OWNER: August 6, 2021 IN FENCE POST PATRICIA L PROPERTY LINE (TYP.) WINKLER TRUST PARCEL: R17562

# Leavenworth County Request for Board Action

Date: 9/22/2021
To: Board of County Commissioners
From: Public Works
Department Head Approval: B. Noll
Additional Reviews as needed:
Budget Review   Administrator Review   Legal Review
Action Requested: Accept the recommendation for the Bridge HP-19 Replacement Construction Inspection Services and award to Finney & Turnipseed.
Recommendation: Approval
Analysis:
Proposals were solicited from four (4) KDOT prequalified Construction Inspection firms by the Public Works Department and submitted to the County Clerk by 10:00 a.m. on Friday, August 27, 2021. Proposal included estimated hours based upon a 230 calendar day construction window and contract amount for the proposed hours.
Public Works received two (2) proposals, one from Finney & Turnipseed and one from MHS. A selection committee met on September 1, 2021 and recommends Finney & Turnipseed to perform the requested services.
Finney & Turnipseed Contract Agreement (2,031 Combined Hours+Mileage+Testing): \$134,900
Alternatives: Deny, Table
Budgetary Impact:
<ul> <li>□ Not Applicable</li> <li>□ Budgeted item with available funds (220 - Special Highway Fund)</li> <li>□ Non-Budgeted item with available funds through prioritization</li> <li>□ Non-Budgeted item with additional funds requested</li> </ul>
Total Amount Requested: Not to Exceed \$134,900

Finney & Turnipseed Agreement for Construction Engineering Services

**Additional Attachments:** 

Contract N	0
------------	---

### LEAVENWORTH COUNTY PUBLIC WORKS DEPARTMENT

### AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is between the Board of County Commissioners, Leavenworth County, Kansas (Owner) and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. (Engineer);

#### WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services for the
replacement of the McIntyre Road over Stranger Creek /County Bridge HP-19. These services include providing
construction inspection for steel piling, concrete, reinforcing steel, concrete pavement, earthwork compaction,
guardrail and asphalt approach roadways for the McIntyre Road over Stranger Creek /County Bridge HP-19 (the
Project);
and,
WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

#### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_

#### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas and the codes of Leavenworth County, Kansas.

#### ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the Leavenworth County Standard Road Construction and Storm Water Drainage Standards and the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, latest editions.

#### **ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

#### **ARTICLE 5 – OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

#### **ARTICLE 6 - SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

#### **ARTICLE 7 - PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

#### **ARTICLE 8 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

#### **ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Contract	Nο	
COMMITAGE	INO.	

b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

#### ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the

property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

#### **ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

Contract No.

#### **ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

610 SW 10<sup>th</sup> Street, Suite 200 Topeka, Kansas 66612-1674

(785) 235-2394

Owner: Board of County Commissioners

Leavenworth County Department of Public Works

300 Walnut Street, Suite 007 Leavenworth Ks, 66048-2815

(913) 684-0470

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER** 

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY** 

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

#### **ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

#### **ARTICLE 23 – RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

	THE BOARD OF COUNTY COMMISSIONERS LEAVENWORTH COUNTY, KANSAS
	<del></del>
ATTEST:	Chairman
Leavenworth County Clerk	
Date	

Finney & Turnipseed

Transportation & Civil Engineering, L.L.C.

By: / La Mary

Contract No.	
--------------	--

## ATTACHMENT A TO AGREEMENT FOR ENGINEERING SERVICES

Owner: Board of County Commissioners, Leavenworth County, Kansas Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. Project Name: McIntyre Road over Stranger Creek /County Bridge HP-19

#### SCOPE OF SERVICES

The project is specifically defined below:

Construction Inspection of the replacement of the McIntyre Road over Stranger Creek /County Bridge HP-19

The Engineer agrees to provide the following engineering services.

#### **BASIC SERVICES - CONSTRUCTION**

- 1. Develop the Storm Water Pollution Prevention Plan for the project.
- Provide one full time and however many part time inspectors/observers needed for the duration of the project
  to observe the work in progress to determine that the project is proceeding in accordance with the contract
  documents and that the completed work will conform to the contract requirements.
- 3. Attend the preconstruction meeting
- 4. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
- The inspector shall maintain all required records of the system installation to include locations of facilities, project log, Contractor activities, working days, visitors, and testing in accordance with KDOT.
- 6. Notification Process: The inspector shall maintain a log of contacts, communications, and complaints of the citizens and the Contractor initiated contacts of citizens during the construction of the project.
- 7. Reporting: The inspector shall provide a weekly report to the Project Manager of the progress and anticipated work and shall prepare a monthly pay estimate of completed work. The resident inspector shall record the results of all required testing as specified and provide drafts of all required reports to the County.
- 8. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
- 9. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
- 10. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.

Contract No.
--------------

- 11. Engineer shall provide and keep field and quantity diaries on hard cover books.
- 12. Engineer shall provide electronic as-builts in pdf format.
- 13. To accept compensation for services described in 1 through 12, Basic Services Construction in the amounts and at such periods of time as hereinafter setforth in Attachment B.

#### **SUPPLEMENTAL SERVICES**

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studied, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

Contract No.

### ATTACHMENT B TO AGREEMENT FOR ENGINEERING SERVICES

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: McIntyre Road over Stranger Creek /County Bridge HP-19

#### COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

A. Compensation includes Basic Services – Construction Items 1 through 10 described in Attachment A, a maximum fee in the amount not to exceed One-Hundred Thirty-Four Thousand Nine Hundred dollars (\$134,900.00) at the following rates.

Salary Rates including overhead.

Classification	Hourly Rate	
Principal	\$ 120.00	
Engineer B	\$ 98.00	
Engineer Technician A	\$ 59.00	
Technician B	\$ 57.50	
Mileage		\$ 0.53 per mile
Prints		Actual Cost
Miscellaneous Testing		Actual Cost

Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer

B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
  - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
  - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Contract No.	

## ATTACHMENT C TO AGREEMENT FOR ENGINEERING SERVICES

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: McIntyre Road over Stranger Creek /County Bridge HP-19

#### OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

- 1. Make available to the Engineer all survey records, reports, maps, ownership data and other data pertinent to provision of the services required under this contract.
- 2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
- 3. Designate one Leavenworth County employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
- 4. Issue notices to proceed to the Engineer for the services.

Contract No.
--------------

## ATTACHMENT D TO AGREEMENT FOR ENGINEERING SERVICES

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: McIntyre Road over Stranger Creek /County Bridge HP-19

#### SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

Contract No.
--------------

## ATTACHMENT E TO AGREEMENT FOR ENGINEERING SERVICES

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: McIntyre Road over Stranger Creek /County Bridge HP-19

#### PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule.

- 1. Schedule. Engineer will make submittals to Owner based on the following schedule:
  - a. As per the Contract and Contractor's schedule to provide the required inspection of the work.

# Leavenworth County Request for Board Action

Date: September 22, 2021			
To: Board of County Commissioners			
From: Bill Noll  Department Head Approval: B. Noll  Additional Reviews as needed:  Budget Review  Administrator Review Legal Review			
			<b>Action Requested:</b> Approval of Resolution 2021-41, Placing a stop sign at the intersection of 214 <sup>th</sup> and Loring Road.
			Recommendation: Approve
			<b>Analysis:</b> 214 <sup>th</sup> Street intersects with Loring Road at offset locations, on opposite sides of R-50 bridge over NineMile Creek. The northern leg intersects, at a skew, on the eastern side of the creek, while the southern leg intersects, at a skew, to the west of the creek. Currently, this is an uncontrolled intersection.
A study was not required as it is only stopping traffic in one of the three directions at either location.			
Alternatives: Table, deny			
Budgetary Impact:			
<ul> <li>Not Applicable</li> <li>Budgeted item with available funds</li> <li>Non-Budgeted item with available funds through prioritization</li> <li>Non-Budgeted item with additional funds requested</li> </ul>			
Total Amount Requested: No Funds Needed			
Additional			
Attachments: Resolution			
2021-41			

#### **RESOLUTION 2021 - 41**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, PUSUANT TO THE PROVISIONS OF K.S.A. 8-2008 AND OF K.S.A. 8-1560, ESTABLISHING THE PLACEMENT OF A STOP SIGNS ON 214th STREET AT ITS INTERSECTIONS WITH LORING ROAD, REPEALING ANY PRIOR RESOLUTION GOVERNING SIGNAGE AT THIS LOCATION.

**WHEREAS**, the Board of County Commissioners has the authority pursuant to the provisions of K.S.A. 8-2008 to effect the placement of regulatory stop signs.

**WHEREAS**, the placement of stop signs at this location is consistent with the currently adopted version of the MUTCD, and with standard traffic engineering practice.

**WHEREAS**, upon concurring the Department of Public Works, the board has determined that a stop sign shall be placed on 214<sup>th</sup> Street at its intersection with Loring Road.

#### NOW, THEREFORE, BE IT RESOLVED:

- 1. The traffic traveling 214<sup>th</sup> Street must stop traveling south at the intersection of Loring Road.
- 2. The traffic traveling 214<sup>th</sup> Street must stop traveling north at the intersection of Loring Road.
- 3. That the Leavenworth County Public Works Department is hereby instructed to install and maintain the appropriate regulatory signage indicating that traffic must stop at this location.
- 4. That this resolution shall take effect upon the placement of said signage.
- 5. That any prior resolution establishing traffic control at this location is hereby repealed as it pertains to said road/street.

#### ADOPTED THIS 22<sup>nd</sup> DAY OF September, 2021

ATTEST:	BOARD OF COUNTY COMMISSIONERS LEAVENWORTH COUNTY, KANSAS:
JANET KLASINSKI, COUNTY CLERK	MIKE SMITH, CHAIRMAN, 4TH DISTRICT
	JEFF CULBERTSON, 1ST DISTRICT
	VICKY KAAZ, 2ND DISTRICT
	DOUG SMITH, 3RD DISTRICT
	MIKE STIEBEN, 5TH DISTRICT