

We encourage everyone to view the meeting live via YouTube.

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

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
September 25, 2024
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the meeting of September 18, 2024
 - b) Approval of the schedule for the week September 30, 2024
 - c) Approval of the check register
 - d) Approve and sign the OCB's
- VII. FORMAL BOARD ACTION:

- a) Consider a motion to authorize the chairperson to sign the updated Medical Director Agreement for EMS and the Health Department.
- b) Consider a motion to authorize the chairperson to sign a MOU between the Leavenworth County Health Department and the Oklahoma Mother's Milk Bank.
- c) Consider a motion to approve Public Works to place a 2012 Freightliner M2106 on PurpleWave.
- d) Consider a motion to approve an agreement with Treanor, Inc. for architectural services and create bid documents for the repairs of the existing exterior cladding and rooftop of the Courthouse in the amount of \$323,500.00.
- e) Consider a motion that the proposed Final Plat as outlined in case DEV-24-077 be approved with conditions, that the plat is compliant with the County Zoning and Subdivision Regulations, as set forth in the staff report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this Board and that the conditions set forth in the staff report be made part of this approval.
- f) Consider a motion that the proposed Final Plat as outlined in case DEV-24-081 be approved with conditions, that the plat is compliant with the County Zoning and Subdivision Regulations, as set forth in the staff report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this Board and that the conditions set forth in the staff report be made part of this approval.
- g) Consider a motion that the proposed Final Plat as outlined in case DEV-24-086 be approved with conditions, that the plat is compliant with the County Zoning and Subdivision Regulations, as set forth in the staff report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this Board and that the conditions set forth in the staff report be made part of this approval.
- h) Consider a motion that the proposed Final Plat as outlined in case DEV-24-101 be approved with conditions, that the plat is compliant with the County Zoning and Subdivision Regulations, as set forth in the staff report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this Board and that the conditions set forth in the staff report be made part of this approval.

- i) Consider a motion that the proposed Final Plat as outlined in case DEV-24-103 be approved with conditions, that the plat is compliant with the County Zoning and Subdivision Regulations, as set forth in the staff report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this Board and that the conditions set forth in the staff report be made part of this approval.

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

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, September 23, 2024

10:00 a.m. Time to Make a Plan: Cyberattack, EMP and Water Infrastructure
• The Heritage Center, 109 Delaware St., Leavenworth, KS

Tuesday, September 24, 2024

8:00 a.m. Workforce Partnership meeting

12:00 p.m. MARC meeting

Wednesday, September 25, 2024

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

Thursday, September 26, 2024

Friday, September 27, 2024

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****September 18, 2024 *****

The Board of County Commissioners met in a regular session on Wednesday, September 18, 2024. Commissioner Culbertson, Commissioner Kaaz, Commissioner Mike Smith and Commissioner Doug Smith are present; Commissioner Stieben present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Counselor; Bob Weber, County Appraiser; John Jacobson, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; John Richmeier, Leavenworth Times

PUBLIC COMMENT:

Tama Brzustowicz, Kathleen Williams, Roberta Ready, Eric Weslander and Joe Wilson commented.

ADMINISTRATIVE BUSINESS:

Mark Loughry reported the current chair for the Safety Committee has asked to step down and requested the Board to appoint Monica Swigart as the new chair.

A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith that the Board of County Commissioners appoint Monica Swigart to the Safety Committee as the chair.

Motion passed, 5-0.

Commissioner Stieben inquired if Public Works has been in communication with Union Pacific Railroad regarding the crossings that are being blocked in the south end of the county.

Bill Noll indicated he has not had any communication with Union Pacific Railroad.

Commissioner Stieben requested a letter be sent to the railroad.

It was the consensus of the Board to send a letter to Union Pacific Railroad.

Mr. Noll presented traffic counts on roads adjacent to the road projects.

A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, September 18, 2024 as presented.

Motion passed, 4-0.

Bob Weber presented Board Order 2024-7, approving a disaster relief tax abatement on a property destroyed by fire.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve Board Order 2024-7 a disaster relief tax abatement for a property located at 21542 Dempsey Road substantially destroyed by fire.

Motion passed, 4-0.

Amy Allison presented Resolution 2024-15, amending articles of the 2006 Leavenworth County Zoning and Subdivision Regulations.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve Resolution 2024-15, approving amendments to Articles 3,22,33,35,40,43 & 60 of the Leavenworth County Zoning and Subdivision Regulations.

Motion passed, 3-2 Commissioners Doug Smith and Kaaz voting nay.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith that the Board recess from open session and go into a closed executive session to discuss personnel matters of non-elected personnel as justified by K.S.A. 75-4319(b)(1) and to protect the privacy interests of the person involved and that this Board resume open session in this meeting room at 10:00 a.m. Present in the executive session will be Commissioners Jeff Culbertson, Vicky Kaaz, Doug Smith, Mike Smith, Mike Stieben, County Administrator Mark Loughry and others as invited by the Board.

Motion passed, 5-0.

The Board returned to regular session at 10:00 a.m. No action was taken and no decisions were made. The subject was limited to non-elected personnel.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith that the Board recess for a closed executive meeting for the discussion of subjects involving the legal interests of the County and confidential matters related to pending litigation as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel which would be deemed privileged in the attorney-client relationship and that Board resume open meeting at 10:30 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Jeff Culbertson, Vicky Kaaz, Mike Smith, Doug Smith and Mike Stieben, Senior County Counselor, David Van Parys, County Counselor Misty Brown and County Administrator Mark Loughry. Minus Mike Stieben.

Motion passed, 4-0.

The Board has returned to regular session at 10:30 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

Commissioner Doug Smith attended Basehor Dairy Days.

Commissioner Kaaz attended the Port Authority meeting and the finance committee meeting with KCATA.

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

Motion passed, 4-0.

The Board adjourned at 10:33 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, September 30, 2024

Tuesday, October 1, 2024

Wednesday, October 2, 2024

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

Thursday, October 3, 2024

Friday, October 4, 2024

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

FMWARRPTR2		LEAVENWORTH COUNTY							9/19/24	16:30:43
DCOX		WARRANT REGISTER - BY FUND / VENDOR							Page	1
		START DATE: 09/14/2024 END DATE: 09/20/2024								
TYPES OF CHECKS SELECTED: * ALL TYPES										
		P.O.NUMBER	CHECK#							
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	765.00		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	551.50		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	595.00		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	766.50		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	525.00		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	84.00		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	157.50		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-213	EMS VEH MAINT & MAINT SUPPLY	105.00		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	310.72		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	497.45		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	156.09		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	861.34		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	590.59		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	302.88		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	9.46		
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	344202	110516 AP	09/20/2024	4-001-5-05-306	EMS VEH MAINT & MAINT SUPPLY	20.07		
*** VENDOR								1513 TOTAL	6,298.10	
22369	BAMFORD FI	BAMFORD FIRE SPRINKLER	344204	110518 AP	09/20/2024	4-001-5-31-294	COMM CORR SVC CALL	312.93		
36	CAHILL PAT	PATRICK J CAHILL	344206	110520 AP	09/20/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
362	CASAD BENJAMIN	BENJAMIN CASAD	344207	110521 AP	09/20/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
28831	CE WATER MANAGEMENT	CE WATER MANAGEMENT INC	344208	110522 AP	09/20/2024	4-001-5-31-290	QUARTERLY WATER TREATMENT CONT	85.00		
28831	CE WATER MANAGEMENT	CE WATER MANAGEMENT INC	344208	110522 AP	09/20/2024	4-001-5-32-268	QUARTERLY WATER TREATMENT CONT	130.00		
*** VENDOR								28831 TOTAL	215.00	
1003	CENTRALSQUARE	CENTRALSQUARE TECHNOLOGIES,LLC	344209	110523 AP	09/20/2024	4-001-5-07-262	LVSO 6790 -ONLINE TNG SUB TO 6	2,244.44		
8103	CHARTER COMMUNICATIO	CHARTER COMMUNICATIONS	344345	278	09/20/2024	4-001-5-07-216	REPL I0127744 CK 110292 TO WRO	74.99		
810	CITY ELECTRIC	CITY ELECTRIC SUPPLY COMPANY	344210	110524 AP	09/20/2024	4-001-5-07-301	06110042001 OFFICE SUPPLIES LV	7.82		
810	CITY ELECTRIC	CITY ELECTRIC SUPPLY COMPANY	344210	110524 AP	09/20/2024	4-001-5-07-357	LVSO JAIL MAINT 06110042001	17.20		
*** VENDOR								810 TOTAL	25.02	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	344211	110525 AP	09/20/2024	4-001-5-05-215	20642-0317B24244 GAS SERVICE	2.02		
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	344212	110526 AP	09/20/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY INVOI	90.00		
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	344213	110527 AP	09/20/2024	4-001-5-07-219	KSLV AUGUST INMATE PRESCRIPTIO	6,422.87		
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	344214	110528 AP	09/20/2024	4-001-5-42-301	28927 GIS - TONER CARTRIDGES	688.94		
2900	EMS OVERPAYMENT	PATIENT	344215	110529 AP	09/20/2024	4-001-5-05-290	REIMB TO PATIENT-VA PAID CLAIM	641.00		
209	ES&S	ELECTION SYSTEMS & SOFTWARE	344216	110530 AP	09/20/2024	4-001-5-49-341	35541 THERMAL CARDS	101.26		
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-001-5-05-215	ELEC SVC EMS ADMIN, HEALTH/WIC	841.31		
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344347	280	09/20/2024	4-001-5-05-215	ELEC SVC EMS 9101	929.38		
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344347	280	09/20/2024	4-001-5-53-219	ELEC SVC NOX WEED	375.47		
*** VENDOR								8686 TOTAL	2,146.16	
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	125.00		
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	100.00		
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	125.00		
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	125.00		
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	125.00		
2410	FIRST CALL INC	FIRST CALL INC	344217	110531 AP	09/20/2024	4-001-5-13-211	INV 17426 AUGUST TRANSPORTS	150.00		
*** VENDOR								2410 TOTAL	750.00	
656	FLOYD, JAMES	JAMES ANTWONE FLOYD	344218	110532 AP	09/20/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	344220	110534 AP	09/20/2024	4-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
671	HARRIS,TERRI	TERRI L HARRIS	344221	110535 AP	09/20/2024	4-001-5-09-231	COURT APPT ATTORNEY BY INVOICE	30.00		
671	HARRIS,TERRI	TERRI L HARRIS	344221	110535 AP	09/20/2024	4-001-5-09-231	COURT APPT ATTORNEY BY INVOICE	22.50		
671	HARRIS,TERRI	TERRI L HARRIS	344221	110535 AP	09/20/2024	4-001-5-09-231	COURT APPT ATTORNEY BY INVOICE	15.00		
671	HARRIS,TERRI	TERRI L HARRIS	344221	110535 AP	09/20/2024	4-001-5-09-231	COURT APPT ATTORNEY BY INVOICE	22.50		
671	HARRIS,TERRI	TERRI L HARRIS	344221	110535 AP	09/20/2024	4-001-5-09-231	COURT APPT ATTORNEY BY INVOICE	15.00		

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DCOX	WARRANT REGISTER - BY FUND / VENDOR							Page	2
START DATE: 09/14/2024 END DATE: 09/20/2024									
TYPES OF CHECKS SELECTED: * ALL TYPES									
			P.O.NUMBER	CHECK#					
			*** VENDOR						
			671 TOTAL						
			105.00						
22605	HINCKLEY S	HINCKLEY SPRINGS	344223	110537 AP	09/20/2024	4-001-5-11-208	17137512660768 FILTRATION SYST	44.99	
236	INTERPRETERS	INTERPRETERS INC	344224	110538 AP	09/20/2024	4-001-5-19-221	DIST CT INTERPRETER 9/4/24	192.10	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	344346	279	09/20/2024	4-001-5-19-220	AUGUST SHREDDING	191.36	
99	JUROR								

START DATE: 09/14/2024 END DATE: 09/20/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

START DATE: 09/14/2024 END DATE: 09/20/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

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		START DATE: 09/14/2024 END DATE: 09/20/2024							
TYPES OF CHECKS SELECTED: * ALL TYPES									
		P.O.NUMBER		CHECK#					
99	JUROR								
						*** VENDOR	99 TOTAL	3,994.48	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	344349	282	09/20/2024	4-001-5-05-215	510614745 2015657 27 GAS SERVI	92.83	
1842	KONE INC	KONE INC	344319	110633 AP	09/20/2024	4-001-5-31-220	N40131062 AUG ELEVATOR MAINTEN	129.86	
1842	KONE INC	KONE INC	344319	110633 AP	09/20/2024	4-001-5-32-262	N40131062 AUG ELEVATOR MAINTEN	519.46	
1842	KONE INC	KONE INC	344319	110633 AP	09/20/2024	4-001-5-33-262	N40131062 AUG ELEVATOR MAINTEN	1,179.86	
						*** VENDOR	1842 TOTAL	1,829.18	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	344321	110635 AP	09/20/2024	4-001-5-07-216	CORRECTING I0127744 CK 110292	74.99-	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	344321	110635 AP	09/20/2024	4-001-5-19-301	DIST CT CLERK OFFICE SUPPLY	886.04	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	344321	110635 AP	09/20/2024	4-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	743.52	
						*** VENDOR	4755 TOTAL	1,554.57	
537	LEAV TIMES	CHERRYROAD MEDIA INC	344322	110636 AP	09/20/2024	4-001-5-49-341	21272 GEN ELECTION VOTER,LAN-D	23.61	
537	LEAV TIMES	CHERRYROAD MEDIA INC	344322	110636 AP	09/20/2024	4-001-5-49-341	21272 GEN ELECTION VOTER,LAN-D	7.79	
537	LEAV TIMES	CHERRYROAD MEDIA INC	344322	110636 AP	09/20/2024	4-001-5-49-341	21272 GEN ELECTION VOTER,LAN-D	25.60	
						*** VENDOR	537 TOTAL	57.00	
710	LIPPERT MECHANICAL	LIPPERT MECHANICAL SERVICE LLC	344323	110637 AP	09/20/2024	4-001-5-32-209	6887515 SVC CALL JC BOILER	4,569.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	344325	110639 AP	09/20/2024	4-001-5-07-208	LC00_K DETECTIVES - BASE COPIE	46.06	
2666	MISC REIMBURSEMENTS	HELEN KLINKENBERG	344327	110641 AP	09/20/2024	4-001-5-49-340	MILEAGE FOR BALLOT BOX PICK UP	117.25	
10563	NATIONWIDE ACH	NATIONWIDE	344348	281	09/20/2024	4-001-5-14-224	RENEWAL OF COMM BOND TO END OF	340.00	
60	NUTRIEN AG SOLUTIONS	NUTRIEN AG SOLUTIONS,INC	344328	110642 AP	09/20/2024	4-001-5-53-305	1692697 PASTUREGARD	15,568.00	
60	NUTRIEN AG SOLUTIONS	NUTRIEN AG SOLUTIONS,INC	344328	110642 AP	09/20/2024	4-001-5-53-305	1692697 CHEMICALS	8,790.00	
60	NUTRIEN AG SOLUTIONS	NUTRIEN AG SOLUTIONS,INC	344328	110642 AP	09/20/2024	4-001-5-53-305	1692697 CHEMICALS	31,948.60	
						*** VENDOR	60 TOTAL	56,306.60	
7926	PAWNEE	CLERK OF DISTRICT COURT - PAWN	344329	110643 AP	09/20/2024	4-001-5-19-222	FEES PN2024 CT143 KOBEL	240.00	
7926	PAWNEE	CLERK OF DISTRICT COURT - PAWN	344329	110643 AP	09/20/2024	4-001-5-19-222	FEES PN2024 CT143 KOBEL	56.50	
7926	PAWNEE	CLERK OF DISTRICT COURT - PAWN	344329	110643 AP	09/20/2024	4-001-5-19-222	FEES PN2024 CT143 KOBEL	140.00	
						*** VENDOR	7926 TOTAL	436.50	
9759	PRICE CHOP	BALL'S FOOD STORES	344330	110644 AP	09/20/2024	4-001-5-19-205	9136840427 JURY SUPPLIES	34.95	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	71.02	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	71.02	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	71.02	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	86.27	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	228.31	
6579	PRIME HEALTHCARE	PRIME HEALTHCARE PHYSICIAN SER	344331	110645 AP	09/20/2024	4-001-5-07-219	INMATE MEDICAL BILLS Z11228	213.06	
						*** VENDOR	6579 TOTAL	740.70	
6713	REILLY & S	REILLY & SONS INC	344333	110647 AP	09/20/2024	4-001-5-06-220	3723 LSM1902459 NOTARY - DAWN	112.00	
113	SUMNERONE INC	SUMNERONE INC	344334	110648 AP	09/20/2024	4-001-5-19-204	50LC08 DIST CT CLERK'S FRONT C	89.78	
113	SUMNERONE INC	SUMNERONE INC	344334	110648 AP	09/20/2024	4-001-5-42-301	50COL2 GIS COPIES	18.39	
						*** VENDOR	113 TOTAL	108.17	
376	SYMMETRY ACH	ATHENS ENERGY SERVICES HOLDING	344340	273	09/20/2024	4-001-5-33-392	413714 GAS SVC CUSHING	62.98	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	344336	110650 AP	09/20/2024	4-001-5-09-209	1005824053 ONLINE MONTHLLY SUB	216.00	

warrants by vendor

FMWARRPTR2		LEAVENWORTH COUNTY						9/19/24	16:30:43
DCOX		WARRANT REGISTER - BY FUND / VENDOR						Page	6
		START DATE: 09/14/2024 END DATE: 09/20/2024							
TYPES OF CHECKS SELECTED: * ALL TYPES									
			P.O.NUMBER	CHECK#					
829	THOMSON REUTERS	THOMSON REUTERS - WEST	344336	110650 AP	09/20/2024	4-001-5-11-210	1000590171 WEST INFORMATION CH	946.40	
						*** VENDOR		829 TOTAL	1,162.40
22972	TRANSFER STATION	TRANSFER STATION	344337	110651 AP	09/20/2024	4-001-5-33-297	ACCT 158 BLDG AND GRNDS CONST	179.00	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	344338	110652 AP	09/20/2024	4-001-5-19-214	100492 FILE RETRIEVAL CHARGES	44.30	
4648	WASTE MANAGEMENT	WASTE MANAGEMENT	344344	277	09/20/2024	4-001-5-05-215	5-29530-06667 TRASH SVC EMS 91	213.72	
4648	WASTE MANAGEMENT	WASTE MANAGEMENT	344344	277	09/20/2024	4-001-5-53-207	NOX WEED TRASH SEPTEMBER	105.37	
						*** VENDOR		4648 TOTAL	319.09
100	WITNESS LIST								
						*** VENDOR		100 TOTAL	291.58
						TOTAL FUND 001			104,944.82

8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-108-5-00-219	ELEC SVC EMS ADMIN, HEALTH/WIC	630.97	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-108-5-00-606	ELEC SVC EMS ADMIN, HEALTH/WIC	210.33	
						*** VENDOR		8686 TOTAL	841.30
						TOTAL FUND 108			841.30

8416	IRON MOUNTAIN	IRON MOUNTAIN INC	344346	279	09/20/2024	4-126-5-00-225	AUGUST SHREDDING	18.01	
7098	QUILL CORP	QUILL CORP	344332	110646 AP	09/20/2024	4-126-5-00-321	5645204 OFFICE SUPPLIES	31.98	
						TOTAL FUND 126			49.99

2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	344225	110539 AP	09/20/2024	4-127-5-00-3	LAB COST - HO	25.00	
						TOTAL FUND 127			25.00

7158	A-1 RENTAL	A-1 RENTAL	344201	110515 AP	09/20/2024	4-133-5-00-214	9-37 MONTHLY TOILET RENTAL	220.00	
7158	A-1 RENTAL	A-1 RENTAL	344201	110515 AP	09/20/2024	4-133-5-00-214	9-37 MONTHLY TOILET RENTAL	110.00	
						*** VENDOR		7158 TOTAL	330.00
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	344211	110525 AP	09/20/2024	4-133-5-00-304	9-43 20642-560001 GAS SVC CO S	4.05	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-133-5-00-251	9-41 ELEC SVC CO SHOP ET AL	892.70	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-133-5-00-251	9-41 ELEC SVC CO SHOP ET AL	183.56	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-133-5-00-251	9-41 ELEC SVC CO SHOP ET AL	25.45	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-133-5-00-251	9-41 ELEC SVC CO SHOP ET AL	107.63	
						*** VENDOR		8686 TOTAL	1,209.34
461	LEAV CO CO	LEAV CO COOP	344320	110634 AP	09/20/2024	4-133-5-00-304	9-39 FUEL,, FLUIDS/LUBES	31,830.37	
461	LEAV CO CO	LEAV CO COOP	344320	110634 AP	09/20/2024	4-133-5-00-310	9-39 FUEL,, FLUIDS/LUBES	2,803.91	
						*** VENDOR		461 TOTAL	34,634.28
632	RWD 8	RURAL WATER DIST NO 8	344174	110507 AP	09/18/2024	4-133-5-00-214	9-42 WATER SVC FOR METERS AT C	114.89	
632	RWD 8	RURAL WATER DIST NO 8	344174	110507 AP	09/18/2024	4-133-5-00-214	9-42 WATER SVC FOR METERS AT C	292.07	
						*** VENDOR		632 TOTAL	406.96
874	SYN-TECH	SYN-TECH SYSTEMS INC	344335	110649 AP	09/20/2024	4-133-5-00-211	9-40 LEACOU FUELMASTER LIMITED	550.00	
						TOTAL FUND 133			37,134.63

8416	IRON MOUNTAIN	IRON MOUNTAIN INC	344346	279	09/20/2024	4-136-5-00-203	AUGUST SHREDDING	6.00	

warrants by vendor

warrants by vendor

FMWARRPTR2		LEAVENWORTH COUNTY						9/19/24	16:30:43
DCOX		WARRANT REGISTER - BY FUND / VENDOR						Page 8	
		START DATE: 09/14/2024 END DATE: 09/20/2024							
TYPES OF CHECKS SELECTED: * ALL TYPES									
			P.O.NUMBER	CHECK#					
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	344170	1764 AP	09/17/2024	4-171-5-01-301	9-3 LVPW - RECORDING FEES HRRR	72.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	344170	1764 AP	09/17/2024	4-171-5-01-301	9-3 LVPW - RECORDING FEES HRRR	72.00	
*** VENDOR 1814 TOTAL									432.00
654	SMITH TRUST	THE SMITH TRUST	344171	1765 AP	09/17/2024	4-171-5-01-301	9-2 HRRR TONG 187 - R19144,310	3,303.00	
654	SMITH TRUST	THE SMITH TRUST	344171	1765 AP	09/17/2024	4-171-5-01-301	9-2 HRRR TONG 187 - R19144,310	1,275.00	
654	SMITH TRUST	THE SMITH TRUST	344171	1765 AP	09/17/2024	4-171-5-01-301	9-2 HRRR TONG 187 - R19144,310	40,962.00	
*** VENDOR 654 TOTAL									45,540.00
TOTAL FUND 171									61,910.17
6557	KAAZ CONST	KAAZ CONSTRUCTION CO	344351	10271 AP	09/19/2024	4-172-5-00-301	ARPA256 3.1 CULVERTS MHS522005	127,520.11	
TOTAL FUND 172									127,520.11
11982	UNIFIED GO	WYANDOTTE COUNTY SHERIFF	344339	110653 AP	09/20/2024	4-195-5-00-3	JUVENILE HOUSING - AUGUST 2024	26,550.00	
TOTAL FUND 195									26,550.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	344325	110639 AP	09/20/2024	4-198-5-18-301	LC02_K EMPG COPIES	94.50	
TOTAL FUND 198									94.50
18885	HAYNES EQU	HAYNES EQUIPMENT CO	344222	110536 AP	09/20/2024	4-210-5-00-2	SVC CALL GILMAN RD	1,612.07	
TOTAL FUND 210									1,612.07
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-212-5-00-2	ELEC SVC SEWER DIST 2	136.24	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-212-5-00-2	ELEC SVC SEWER DIST 2	38.67	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-212-5-00-2	ELEC SVC SEWER DIST 2	34.34	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	344182	272	09/18/2024	4-212-5-00-2	ELEC SVC SEWER DIST 2	72.67	
*** VENDOR 8686 TOTAL									281.92
TOTAL FUND 212									281.92
2570	BOND ESCROW REFUND	ROSS BRINKER	344205	110519 AP	09/20/2024	4-503-5-00-2	9-1 REF ENTRANCE PERMIT ARCHER	100.00	
TOTAL FUND 503									100.00
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	344203	110517 AP	09/20/2024	4-510-2-00-958	SEPTEMBER VOLUNTARY PREMIUMS	2,226.93	
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	344203	110517 AP	09/20/2024	4-510-2-00-958	SEPTEMBER VOLUNTARY PREMIUMS	3,275.40	
760	AETNA VOL	AETNA LIFE INSURANCE COMPANY	344203	110517 AP	09/20/2024	4-510-2-00-958	SEPTEMBER VOLUNTARY PREMIUMS	2,036.94	
*** VENDOR 760 TOTAL									7,539.27
268	GEN DIGITAL-LIFELOCK	GEN DIGITAL, INC.	344219	110533 AP	09/20/2024	4-510-2-00-941	1247233 SEPT PREMIUMS -LIFELOC	2,078.75	
TOTAL FUND 510									9,618.02
TOTAL ALL CHECKS									518,674.95

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	104,944.82
108	COUNTY HEALTH	841.30
126	COMM CORR ADULT	49.99
127	COMM CORR ADULT NON GRANT	25.00
133	ROAD & BRIDGE	37,134.63
136	COMM CORR JUVENILE	204.75
137	LOCAL SERVICE ROAD & BRIDGE	4,713.55
140	E D A C ECONOMIC DEVELOPMENT	32,250.00
144	PALS (PETS AND LOVING SENIORS	285.00
145	COUNCIL ON AGING	26,400.75
160	SOLID WASTE MANAGEMENT	84,138.37
171	S TAX CAP RD PROJ: BONDS	61,910.17
172	AMERICAN RECOVERY PLAN	127,520.11
195	JUVENILE DETENTION	26,550.00
198	SPECIAL GRANTS	94.50
210	SEWER DISTRICT 1: HIGH CREST	1,612.07
212	SEWER DISTRICT 2: TIMBERLAKES	281.92
503	ROAD & BRIDGE BOND ESCROW	100.00
510	PAYROLL CLEARING	9,618.02
TOTAL ALL FUNDS		518,674.95

Consent Agenda 9/25/2024
Checks 09/14- 06/20

Leavenworth County Request for Board Action

Date: September 25, 2024

To: Board of County Commissioners

From: Jamie Miller

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Authorize the Chair Person to execute an updated Medical Director Agreement for both the EMS and Health Departments

Recommendation: Approval.

Analysis: Both the Health and EMS Department require a Medical Director (Licensed Physician authorized to practice medicine in the State of Kansas) to operate in accordance with the laws of Kansas. The current agreement, in effect, is dated 2005. The agreement being presented is updated to the current scope of work required for our medical director. It is strongly recommended that Leavenworth County continue this agreement to secure Medical Direction as oversight of our medical activities at both the Health and EMS Departments as required by law.

Budgetary Impact: The financial impact remains unchanged
1,500/month for Health Department
1,250/month for EMS

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

Additional Attachments: Medical Director Agreement with exhibits "A" and "B"

Medical Director Agreement

COME NOW the parties to this agreement, COMPLETE FAMILY CARE LLC, hereinafter referred to as “Medical Director”, and the Board of County Commissioners of Leavenworth County, Kansas hereinafter referred to as “County”, and agree to the following:

1. The Medical Director agrees to discharge the duties as the Medical Director for the Leavenworth County Health department and Leavenworth County Emergency Medical Services “EMS” and other general duties as set forth within this agreement. The Medical Director may utilize the services of a Nurse Practitioner “NP”, or Physician’s Assistant “PA” in discharging the duties created in this agreement unless a physician’s services are required and specified.
2. As consideration for providing said services the County shall pay to the medical Director, as full compensation, the annual sum of \$33,000 per annum paid in equal monthly installments. The Medical Director agrees to provide a billing invoice to the County Departments, not later than the 15th day of each month, and apportioned as follows:

Health Department:	\$1,500.00
EMS:	\$1,250.00

3. The term of this agreement shall be for a period of one (1) year from September 25, 2024. Unless either party provides to the other written notice of their intention not to renew this agreement, said written notice being received not less than thirty (30) days prior to the expiration of the primary term of this agreement, said agreement shall automatically renew for an additional one (1) year period.

4. The following exhibits outline the major duties of the position:

A. MEDICAL DIRECTOR OF THE LEAVENWORTH COUNTY HEALTH DEPARTMENT

See Exhibit “A” attached hereto

B. MEDICAL DIRECTOR OF THE LEAVENWORTH COUNTY EMERGENCY MEDICAL SERVICES

See Exhibit “B” attached hereto

C. OTHER GENERAL DUTIES

In addition to the duties set forth in the above exhibits, the Medical Director shall attend periodic advisory meeting with or on behalf of the Leavenworth County Health department and Emergency Medical Services for the purpose of compliance with applicable standards of service and care for the said departments and the improvements of the services by each said departments.

5. Medical Director agrees to maintain all necessary licenses necessary to perform the duties set forth herein. Medical Director further agrees to maintain workers compensation insurance coverage for all employees of the Medical Director who may provide services under this agreement and to maintain full professional liability insurance.

NAME OF CONTRACTR: COMPLETE FAMILY CARE LLC.

TERM OF CONTRACT: One (1) year with renewal provisions

TITLE OF POSITION: Leavenworth County Medical Director

AGREED TO THIS 24 day of September, 2024.

Board of Commissioners
Of Leavenworth County Kansas

Medical Director

Jeff Culbertson, Chairman

Kathleen McBratney, M.D.

EXHIBIT “A”

A. Medical Director of the Leavenworth County Health Department

1. To advise the Administrator of the County Health Department on any related medical and professional matters pertaining to its programs or community. Furthermore, to act as a consultant to the Leavenworth County Board of Health.
2. To be educated concerning the state and federal laws pertaining to the operations of Public Health and be able to collaborate or train staff as needed.,
3. To be knowledgeable in all regulations set forth by the Kansas Department of Health and Environment.
4. Perform clinical services as needed and outlined in the various programs offered at the Health Department.
5. Review treatment(s) provided and administered by Health Department clinical staff.
6. Annually review and approve protocols in various programs provided at the Health Department
7. Attend various advisory/committee meetings regarding the various programs offered at the health department.
8. Obtain and Maintain the necessary qualifications to function as the Laboratory Director, Clinical Consultant, Technical Consultant, to be C.L.I.A. certified
9. Maintain all appropriate licenses and certificates to practice medicine in the State of Kansas
10. In the case of an epidemiological or bioterrorism event, will function within the emergency operation Center as necessary.

Exhibit “B”

MEDICAL DIRECTOR, LEAVENWORTH COUNTY EMERGENCY MEDICAL SERVICES

1. The Medical Director must be a physician licensed to practice medicine, in the State of Kansas.
2. The Medical Director must have additional training, knowledge, and practical experience in emergency medicine. The medical Director must remain current on standards of care related to emergency medicine. The medical Director must attend required medical advisor workshops sponsored by the Kansas Board of EMS when offered.
3. The Medical Director agrees to participate as required by the Kansas Board of EMS and will attend at one (1) in person meeting quarterly. The Medical Director will meet all requirements as outlined by the written QA/QI program for the department.
4. The Medical Director agrees to provide services on an on-call, as needed basis, providing advice and consultation to the Director of Leavenworth County EMS regarding quality control matters, review of clinical protocols, applicable to state and federal rules and regulations.
5. The Medical Director will serve as a direct liaison to the medical community served by Leavenworth County EMS.
6. Assist with development and approve medical protocols required to maintain an ambulance service permit through the Kansas Board of EMS
7. Actively oversee and participate in the educational program of Leavenworth County EMS

Medical Director - Medical Advisor

According to K.S.A. 65-6126, Each emergency medical service shall have a medical director appointed by the operator of the service to review and implement medical protocols, approve and monitor the activities and education of the attendants.

Leavenworth County Request for Board Action

Date: September 25,2024

To: Board of County Commissioners

From: Jamie Miller

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Authorize the Chair Person to execute MOU partnership agreement between the Leavenworth County Health Department (WIC) and the Oklahoma Mother's Milk Bank

Recommendation: Approval

Analysis: The Oklahoma Mother's Milk Bank approached the Leavenworth county WIC staff to become a collection site for human milk donations in our community. This organization has agreements with other Health Departments and health organizations and wishes to expand its donor drop off locations. There are several human donors in our community and this would help with the collections. The organization will provide the freezer and transportation of the donated milk. The WIC program would be responsible to collect the milk, place in the freezer, document the temp of the freezer, and document mother's donor number that brings in the donation. The organization then provides all necessary shipping materials to send in all donations or arranges to have the donations picked up. There are minimal obligations on the staff and essentially no cost. This would help our community as well as the Metro. If at any point we no longer wish to be a collection site there is a (30) day notification clause.

Budgetary Impact: N/A

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

Additional Attachments: MOU partnership agreement



O K L A H O M A
mothers' milk bank

Memorandum of Understanding
PARTNERSHIP AGREEMENT BETWEEN
Leavenworth County Health Department
AND
Oklahoma Mothers' Milk Bank

This Partnership Agreement (hereinafter referred to as "AGREEMENT", dated this 25 day of September, is made by and between Leavenworth County Health Department (hereinafter referred to as "DEPOT SITE") and Oklahoma Mothers' Milk Bank (hereinafter referred to as "MILK BANK").

RECITALS

Whereas MILK BANK seeks sites for human milk donation in communities wishing to increase donor human milk use, and has agreed to support the DEPOT SITE in collecting, storing and shipping human milk donations from DEPOT SITE to the MILK BANK.

Whereas DEPOT SITE desires to operate and provide a human milk depot site to their community, to accept human milk donations from donors screened by MILK BANK; and

Whereas the parties desire to enter into this AGREEMENT for DEPOT SITE to work in conjunction with MILK BANK in order to collect human milk from their community for MILK BANK to use.

NOW, THEREFORE, in consideration of the above recitals, the parties hereto agree to the following:

I. DONOR HEALTH SCREENING

All donors will be required to undergo a health screening conducted by the MILK BANK.

II. ACCEPTING MILK

A. Responsibility

DEPOT SITE shall be responsible for the collection and logging of all human milk donations. DEPOT SITE will ensure that when accepting donations, all protocols are followed.

B. Health Screening

MILK BANK will conduct all health screenings. DEPOT SITE will assist in referring new donors to MILK BANK for donation eligibility.

III. INDEMNITY

MILK BANK shall hold harmless DEPOT SITE to any loss or damage from lost milk. DEPOT SITE will not take liability by collecting donor human milk.

IV. PROPERTY

FREEZER: MILK BANK will provide the freezer/storage unit beginning ----for the storage of donations. In the case that the freezer needs to be repaired or replaced, MILK BANK will be responsible for costs.

SHIPPING MATERIALS: MILK BANK will provide the shipping materials to DEPOT SITE.

SHIPPING COST: the shipping cost is the responsibility of MILK BANK.

DRY ICE: DEPOT SITE will purchase dry ice if needed and be reimbursed by MILK BANK.

UTILITY COST: DEPOT SITE will be responsible for the cost of electricity for the freezer.

V. CONDITIONS

This AGREEMENT shall be construed and interpreted according to the laws of the State of Kansas.

VI. CONDITIONS OF TERMINATION

A. Termination

This AGREEMENT may be terminated, without cause or penalty, by either MILK BANK or DEPOT SITE by mailing written notice, certified mail, return receipt requested to the other party within ninety (30) calendar days prior to termination.

B. Notices

All legal notices required pursuant to this AGREEMENT shall be in writing. Any notice required to be given under the terms of this AGREEMENT shall be deemed to have been given when (i) received by party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Depot Address

Leavenworth County Health Department
500 Eisenhower Rd Suite 101
Leavenworth, KS 66048

Milk Bank Address

Oklahoma Mothers' Milk Bank
940 NE 13th St, Garrison Tower #1220
Oklahoma City, OK 73104

VII. ENTIRE AGREEMENT

This AGREEMENT sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the operations of the DEPOT SITE. No additions to or modifications of this AGREEMENT shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives this 25 day of September 2024

Signed:

Jeff Culbertson, Chair Person Board of County Commissioners

Keri Hale, Clinical Director
Oklahoma Mothers' Milk Bank

Leavenworth County Request for Board Action

Date: 9/18/2024

To: Board of County Commissioners

From: Public Works

Department Head Approval:

Additional Reviews as needed:

Budget Review ☒ **Administrator Review** ☐ **Legal Review** ☐

Action Requested: Requesting approval to place the Dump truck/plow/sander #54 a 2012 Freightliner M2106 on PurpleWave.

#54 2012 Freightliner M2106 vin#1FVHCBB57CDBL7919

Recommendation: Approval

Analysis: This truck has been replaced with our New Mack # 13-09

Alternatives: Deny and keep the equipment

Budgetary Impact: NONE

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

Additional Attachments: None

Leavenworth County Request for Board Action

Date: September 19, 2024

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval:

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☐ **Legal Review** ☒

Action Requested: Consideration of an agreement with Treanor, Inc. to provide architectural services and create bid documents for the repairs of the existing exterior cladding and roofing of the Courthouse.

Recommendation: Review and approve the Agreement.

Analysis: The proposed Agreement with Treanor, Inc. is the formalized agreement, from the awarded services contract awarded 7/31/2024, it provides the County with architectural services to design repair solutions for the Courthouse and see the work through to the end of construction. The scope of service includes repair strategies for the masonry and roofing, creating bid documents, assistance with the procurement process, construction observation, and preparation and submittal of parts 1-3 of the historic tax credit applications. The lump sum cost of the contract is \$323,500.00. Treanor in good faith has already began work on bid documents for the proposed scope of services.

Alternatives: Table, Deny, Approve or Approve with Modification

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments:

Proposed Agreement



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of August in the year Two Thousand and Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Leavenworth County
300 Walnut Street
Leavenworth KS 66048

and the Architect:
(Name, legal status, address and other information)

Treanor, Inc.
1040 Vermont Street
Lawrence KS 66044
785.842.4858

for the following Project:
(Name, location and detailed description)

Leavenworth Courthouse Exterior Masonry Rehab
Leavenworth County Courthouse
300 Walnut Street
Leavenworth KS 66048
Create bid documents for the repair of the deteriorated condition of the existing exterior cladding and roofing at the historic Leavenworth County Courthouse.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to attached proposal, dated July 19, 2024.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to attached proposal, dated July 19, 2024.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Aaron Yoakam, Director of Building and Grounds
Leavenworth County
300 Walnut Street, Suite 007
Leavenworth KS 66048
913.684.0790

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Joy Coleman, AIA, Principal
Treanor, Inc.
1040 Vermont Street
Lawrence KS 66044
785.842.4858

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bob D. Campbell & Company
4338 Belleview

(Paragraphs deleted) Kansas City MO 64111

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall provide recommendations to the Owner's designated representative and that individual shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.12 *(Included in Base Scope of Services)* The Architect shall prepare cost estimates at the Repair Option (DD) phase to assist the owner in the selection of repair options and at the Bid Doc Preparation (CD) phase prior to bidding. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, quantity of replacement units, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar standard estimating techniques.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Biweekly visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months past the anticipated date of construction substantial completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any

event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law and without waiving any of the immunities set out in the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner, to the extent by law and without waiving any of the immunities set out in the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*), waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.3 Other

(Describe the method of compensation)

\$323,500.00 as defined in the attached proposal letter, dated July 19, 2024.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated between Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus

Init.

(Paragraphs deleted)
ten percent percent (10%).

(Table deleted)
(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Treanor Inc.'s 2024 Standard Hourly Billing Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.8 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Tax Provision. If an Internal Revenue Code Section 179D deduction is available for the Project, the parties agree to cooperate to assign such rights to Architect to enable Architect to obtain such deduction. Any costs of compliance or certification to obtain the deduction shall be paid by the Architect. Any such tax deduction obtained shall be for the sole use of the Architect.

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Owner. This Agreement shall be construed and interpreted so as to ensure that the Owner shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Owner reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Owner is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Owner's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

(Paragraphs deleted)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal letter, dated July 19, 2024.
Treasor, Inc.'s Standard 2024 Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

LEAVENWORTH COUNTY

TREANOR, INC.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Joy Coleman, AIA, Principal

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:33:22 ET on 09/12/2024.

PAGE 1

AGREEMENT made as of the Ninth day of August in the year Two Thousand and Twenty-Four

...

Leavenworth County
300 Walnut Street
Leavenworth KS 66048

...

Treanor, Inc.
1040 Vermont Street
Lawrence KS 66044
785.842.4858

...

(Name, location and detailed description)

Leavenworth Courthouse Exterior Masonry Rehab
Leavenworth County Courthouse
300 Walnut Street
Leavenworth KS 66048

Create bid documents for the repair of the deteriorated condition of the existing exterior cladding and roofing at the historic Leavenworth County Courthouse.

PAGE 2

Refer to attached proposal, dated July 19, 2024.

...

Refer to attached proposal, dated July 19, 2024.

...

To Be Determined

PAGE 3

To Be Determined

...

To Be Determined

...

To Be Determined

...

To Be Determined

...

Competitive bid

...

N/A

...

Aaron Yoakam, Director of Building and Grounds
Leavenworth County
300 Walnut Street, Suite 007
Leavenworth KS 66048
913.684.0790

...

None

...

~~.1~~ — Geotechnical Engineer:

~~.2~~ — Civil Engineer:

...

N/A

PAGE 4

Joy Coleman, AIA, Principal
Treanor, Inc.

1040 Vermont Street
Lawrence KS 66044
785.842.4858

...

Bob D. Campbell & Company
4338 Belleview

.2 — Mechanical Engineer:

.3 — Electrical Engineer:

Kansas City MO 64111

...

None

...

N/A

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~-policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall provide recommendations to the Owner's designated representative and that individual shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

PAGE 11

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>

§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

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4.1.1.12 (*Included in Base Scope of Services*) The Architect shall prepare cost estimates at the Repair Option (DD) phase to assist the owner in the selection of repair options and at the Bid Doc Preparation (CD) phase prior to bidding. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, quantity of replacement units, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar standard estimating techniques.

...

N/A

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (—) Biweekly visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, twelve (12) months past the anticipated date of construction substantial completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, law and without waiving any of the immunities set out in the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.3 The Architect and ~~Owner~~ Owner, to the extent by law and without waiving any of the immunities set out in the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall~~ may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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N/A

...

N/A

PAGE 19

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

\$323,500.00 as defined in the attached proposal letter, dated July 19, 2024.

...

N/A

...

To be negotiated between Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (— %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

ten percent percent (10%).

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

Schematic Design Phase	percent—(%)
Design Development Phase	percent—(%)
Construction Documents Phase	percent—(%)
Procurement Phase	percent—(%)
Construction Phase	percent—(%)
Total Basic Compensation	one hundred percent—(100 %)

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Refer to attached Treanor Inc.'s 2024 Standard Hourly Billing Rates

Employee or Category	Rate (\$0.00)
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...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

N/A

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§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid—(Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

%—1.8 % monthly

...

§ 12.1 Tax Provision. If an Internal Revenue Code Section 179D deduction is available for the Project, the parties agree to cooperate to assign such rights to Architect to enable Architect to obtain such deduction. Any costs of compliance or certification to obtain the deduction shall be paid by the Architect. Any such tax deduction obtained shall be for the sole use of the Architect.

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Owner. This Agreement shall be construed and interpreted so as to ensure that the Owner shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Owner reserves the right to unilaterally sever, modify, or

terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Owner is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Owner's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

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~~3~~ Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204 2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

...

Proposal letter, dated July 19, 2024.

Treanor, Inc.'s Standard 2024 Hourly Billing Rates

...

LEAVENWORTH COUNTY

TREANOR, INC.

...

Joy Coleman, AIA, Principal

Aaron Yoakam
Leavenworth County Courthouse
300 Walnut St.
Leavenworth, KS 66048

July 19, 2024

Re: Leavenworth County Courthouse
Exterior Masonry Rehabilitation and HTC
Leavenworth, KS
HP17703.2401.00

Dear Mr. Yoakam:

We are pleased to be able to offer our services for design documentation work for the Leavenworth County Courthouse located at 300 Walnut Street. We have reviewed the documents provided and have based the following scope of work and correspondence with the client.

It is our understanding that you have requested Treanor, with Bob D Campbell prepare a proposal to create bid documents for the repair of the deteriorated condition of the existing exterior cladding and roofing at the historic Leavenworth County Courthouse. Our scope and fee are based on the condition assessment phase which evaluated and assessed the deficiencies of the masonry. The scope of work reflected in this proposal provides architectural services to design repair solutions and see the work through to the end of construction. With this proposal, Treanor is pleased to offer services to complete Phase 2 of the exterior repair project.

PROPOSED SCOPE OF SERVICES

1. Develop repair strategies for deteriorated masonry and roofing. Explore alternate materials such as GFRC to replace the terracotta and prefinished metal roofing to replace the copper.
2. Create bid documents for the repair of masonry and replacement of roofing. The bid documents will show all work recommended and recommend phasing of the construction per the survey.
3. Assist the county with competitive bidding.
4. Provide construction observation services through 12 months of construction.
5. Prepare and submit parts 1, 2, and 3 historic tax credit applications.
6. The anticipated construction budget for this project is \$5,000,000.00

COST PROPOSAL

Treanor proposes a lump sum of \$323,500.00 to include the scope of services requested. This fee includes all inspections, bid document preparation, construction oversight, tax credit assistance and all other Architectural and Engineering Services associated with the project.

Inspections (PD)	Complete
Analysis (SD)	\$ 28,337
Repair options (DD)	\$ 74,385
Bid Doc preparation (CD)	\$ 109,165
Bidding assistance (BD)	\$ 14,414
Construction oversight (CA)	\$ 77,074
Record Drawings (PC)	\$ 4,216
Tax Credit Assistance	\$ 15,910

Completed work will be invoiced on a percent complete basis.

PROJECT SCHEDULE

To be determined in consultation with the client, decision making process for alternate materials, and lead time of materials. We anticipate bidding the work in the late fall, for an early spring construction start.

SUPPLEMENTAL SERVICES AND EXCLUSIONS

1. All supplemental services will require prior written authorization from the client.
2. Scope does not include hazardous materials testing, identification, abatement, or treatment recommendations. MEP, fire protection or other engineering services beyond structural engineering. Cutting and patching for removal of material samples. Construction equipment or aides such as ladders, scaffolding, lifts, saws, drills, fall restraint/arrest equipment.
3. Professional services not covered by this Agreement include, among others, revisions due to changes in the scope, quality, or budget. Treanor shall provide additional services only if authorized in writing by the client. Treanor shall be paid additional fees for these services based on the hourly rates in effect when the services are performed. (2024 hourly rates are Principal-in-Charge \$345, Senior Architect \$230/hour, Architect \$195/hour, Architectural Designer \$130/hour, Project Administrator \$115/hour.)

Thank you for the opportunity to provide this proposal to continue our work at the Leavenworth County Courthouse. Please do not hesitate to call or email with any questions, comments, or changes to this proposal. It is our pleasure to serve the county in this endeavor.

Sincerely,



Joy Coleman, AIA

Principal

Treanor

jcoleman@treanor.design

d 816.581.4027

c 785.766.3733



To our valued clients: The standard hourly rates quoted below are effective from February 1, 2024. Rates are subject to change based on annual review of market conditions, labor, and overhead costs. These rates apply only to projects and efforts billed on an hourly basis.

Standard Billing Rates

Effective February 1, 2024

Category	Hourly Rate
Senior Principal	\$365
Principal II	\$345
Principal I	\$285
Project Lead IV	\$255
Project Lead III	\$230
Project Lead II	\$210
Project Lead I	\$195
Designer IV	\$165
Designer III	\$150
Designer II	\$130
Designer I	\$120
Landscape Architect	\$200
Civil Engineer II	\$160
Civil Engineer I	\$120
Intern I	\$75
Admin III	\$195
Admin II	\$150
Admin I	\$115

**Leavenworth County
Request for Board Action
Case No. DEV-24-076/077
Preliminary & Final Plat Koch Acres**

Date: September 25, 2024
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ Administrator Review ☒ Legal Review ☒

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-077 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to plat the properties at 24492 & 24510 Limit Road as Koch Acres subdivision which is comprised of three lots and one tract. The Subdivision is classified as a Class C with all lots lying 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. During the Preliminary Plat phase, an exception was granted for:

1. Exception to Article 50, Section 40.3.i. Lot-Width to Lot-Depth

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations with the approved exception.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-24-077, Final Plat for Koch Acres subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-077, Final Plat for Koch Acres, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-077, Final Plat for Koch Acres, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-077, Final Plat for Koch Acres with Findings of Fact; or

4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-076/077 Koch Acres

September 11, 2024

REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

Amy Allison
Deputy Director

SUBJECT PROPERTY: 24492 & 24510 Limit Road
FUTURE LAND USE: Residential Estate (5 acre min)

APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING
315 N. 5th Street
Leavenworth, KS 66048

PROPERTY OWNER:

Judy & Daniel Koch; Thomas Koch
24492 & 24510 Limit Road
Easton KS 66020

CONCURRENT APPLICATIONS:
NONE

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
Residential Estate (5 acre min)

LEGAL DESCRIPTION:

Two tracts of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-076/077 Preliminary and Final Plat for Koch Acres, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-076/077 Preliminary and Final Plat for Koch Acres, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 35 ACRES

PARCEL ID NO:

121-02-0-00-00-005.00 & -006.00

BUILDINGS:

Two single family residences and accessory structures

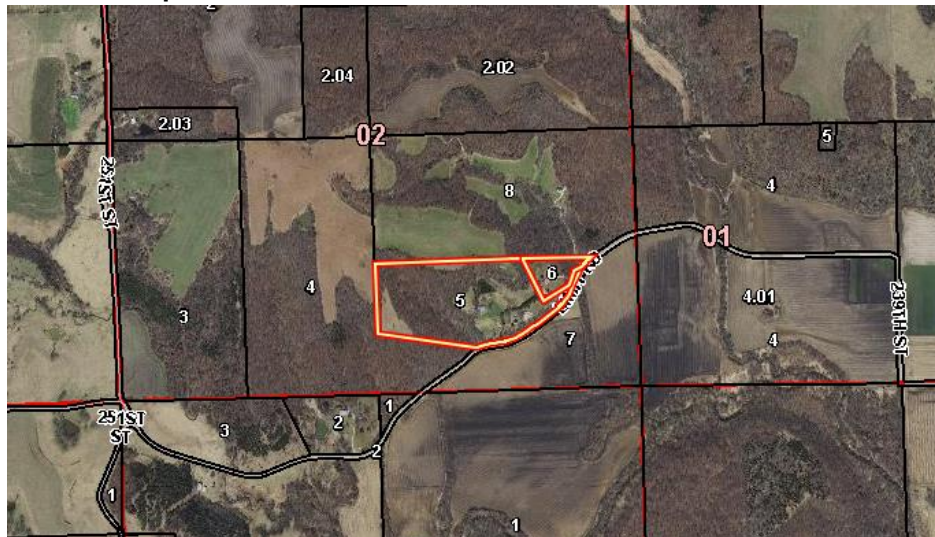
PROJECT SUMMARY:

Request for preliminary and final plat approval to subdivide property located at 24492 & 24510 Limit Road as Lots 1 through 3 and Tract A of Koch Acres.

ACCESS/STREET:

Limit Road - Local, Gravel \pm 19'

Location Map:



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: Alexandria

WATER: RWD 12

ELECTRIC: Freestate

NOTICE & REVIEW:

STAFF REVIEW:

9/6/2024

NEWSPAPER NOTIFICATION:
N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**
N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	N/A	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	An exception from the Lot-width to Lot-Depth is needed for Lots 1-3.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide 35 acres into three lots and one tract. The Subdivision is classified as a Class C with all lots lying 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 3). All lots are compliant with the minimum road frontage and acreage requirement for the RR-5 zoning district. However, Lots 1 & 2 do not meet the maximum lot-width to lot-depth requirement (1:4) and Lot 3 does not meet the minimum (1:1). An exception will need to be granted. Tract A will be considered a non-buildable lot, notation to that effect has been made. Currently Lots 2 & 3 share a driveway but Lot 2 does have enough road frontage to gain their own access. Staff recommends placing a condition that if Lot 2 will continue to access through Lot 3 a private drive easement must be filed with the Register of Deeds prior to filing the plat. If a separate access will be created for Lot 2, an entrance permit shall be submitted.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width in conformance with the Zoning & Subdivision Regulations for the Koch Acres subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.

4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. An exception from Art. 50, Sec. 40.3.i. Lot-Width to Lot-Depth has been granted for Lots 1-3.
6. The applicant shall file a private access easement for Lot 2 or submit an entrance permit application prior to the filing of the subdivision with the Register of Deeds.
7. The developer must comply with the following memorandums:
 - Memo – Denise Eggers, RWD 12, dated March 5, 2024
 - Memo – Chuck Magaha, Emergency Management, dated July 10, 2024

ATTACHMENTS:

A: Application & Narrative

B: Zoning Maps

C: Road Map

D: Memorandums

* Overhead
* Fire
* Water
SCANNED

02 09 20
~~02 09 20~~
~~Shuman~~
RWD 12/12
Freestate
No Flood Plain

~~FINAL~~ &
PRELIMINARY PLAT APPLICATION
Leavenworth County Planning and Zoning Department
300 Walnut St., Suite 212
Leavenworth, Kansas
913-684-0465

121-02 005 's of
~~002-141~~ ~~002-35~~ ~~012-01~~
~~002-022~~ ~~005.00~~

Office Use Only
Township: Alexandria Planning Commission Meeting Date: _____
Case No. PEU-24- Date Received/Paid: 06.17.2024
Zoning District RR 5 Comprehensive Plan Land Use Designation: 5 acre min.

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>KOCH, DANIEL O & JUDY L KOCH, THOMAS L</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>24492 & 24510 LIMIT RD</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Easton, KS 66020</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: KOCH ACRES

Address of Property: 24492 & 24510 LIMIT RD

PID: 121-02-0-00-00-005 & 006 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>35 Ac</u>	Number of Lots: <u>3</u>	Minimum Lot Size: <u>9 AC</u>
Maximum Lot Size: <u>14 AC</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 12</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Alexandria</u>	Electric Provider: <u>FREESTATE</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning & Subdivision Regulations.</i>	1. <u>TBD</u>	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? ☐ Yes ☒ No if yes, what is the panel number: _____

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Joe Herring - digitally signed June 15, 2024 Date: 6-15-24

ATTACHMENT A

SCANNED

121-02 005.06

0075668.00

OWNER INFORMATION

Page 3 of 5

AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner
COUNTY OF LEAVENWORTH
STATE OF KANSAS

We/I Victoria E. Burge / Koch

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -
24510 Limit Rd., and that we authorize the
following people or firms to act in our interest with the Leavenworth County Planning
and Zoning Department for a period of one calendar year. Additionally, all statements
herein contained in the information herewith submitted are in all respects true and correct
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring - Herring Surveying Company 315 N. 5th Street, Leavenworth,
KS 66048, 913-651-3858

2)

Signed and entered this 21 day of August, 2023

Victoria E Burge Koch
Print Name, Address, Telephone

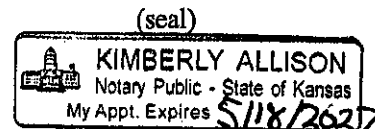
Victoria E Burge Koch
Signature

STATE OF KANSAS)
) SS
COUNTY OF LEAVENWORTH)

Be it remember that on this 21 day of August, 2023 before me, a notary public in and
for said County and State came Victoria E. Burge Koch to me
personally known to be the same persons who executed the forgoing instrument of writing, and
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand
and affixed my notary seal the day and year above written.

NOTARY PUBLIC Kimberly Allison

My Commission Expires: 5/18/2027



AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner

COUNTY OF LEAVENWORTH

STATE OF KANSAS

We/I Daniel O Koch and _____

Being duly sworn, dispose and say that we/I are the owner(s) of said property located at -
24510 Linnet Rd, and that we authorize the following people or firms to act in our interest with the Leavenworth County Planning and Zoning Department for a period of one calendar year. Additionally, all statements herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring – Herring Surveying Company 315 N. 5th Street, Leavenworth, KS 66048, 913-651-3858

2)

Signed and entered this 21 day of August, 2023

Daniel O Koch

Print Name, Address, Telephone

Daniel O Koch

Signature

STATE OF KANSAS)

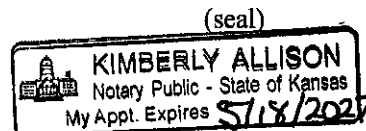
) SS

COUNTY OF LEAVENWORTH)

Be it remembered that on this 21 day of August, 2023 before me, a notary public in and for said County and State came Daniel O. Koch to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC Kimberly Allison

My Commission Expires: 5/18/2027



KOCH ACRES - Exception from Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for all Lots

ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

1. That there are special circumstances or conditions affecting the property.
The steep terrain, Tract configuration, road alignment, and existing structures give special circumstances.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
Yes - due to the statements above, this property is not suitable for additional development beyond this family division.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.
It would not.

KOCH ACRES

A Minor Subdivision in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:

KOCH, DANIEL O & JUDY L
24492 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-006

KOCH, THOMAS L & KOCH, DANIEL O
24510 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-005

SURVEYOR'S DESCRIPTION:

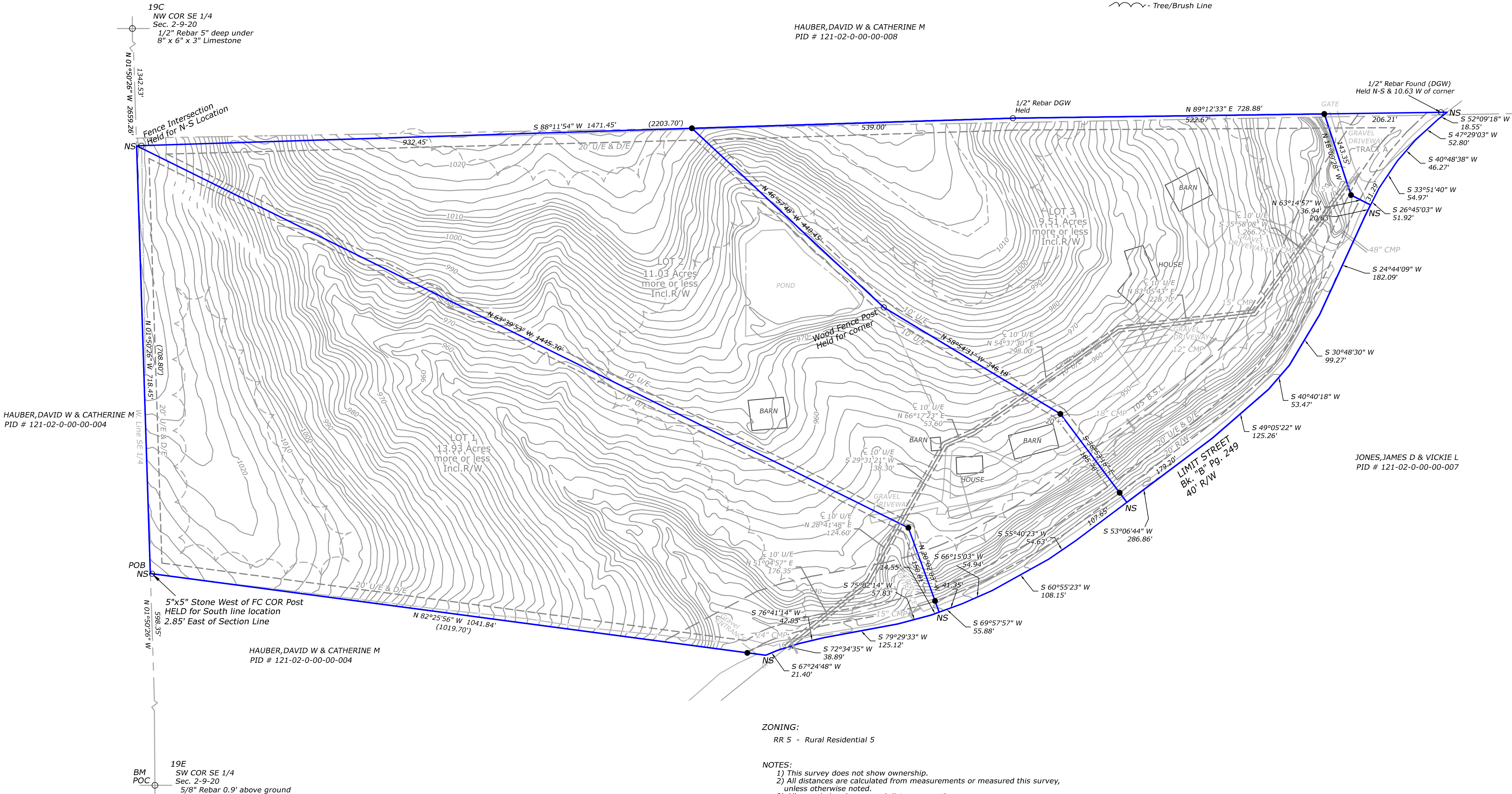
A tract of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated February 19, 2024, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 01 degrees 50'26" West for a distance of 598.35 feet along the West line of said Southeast Quarter to TRUE POINT OF BEGINNING, said point being an extended line through existing 5" x 5" Stone on the South line of surveyed property; thence North 01 degrees 50'26" West for a distance of 718.45 feet; thence North 88 degrees 11'54" East for a distance of 1471.45 feet along said North line to a 1/2" Rebar D.G. White Cap #356; thence North 89 degrees 12'33" East for a distance of 728.88 to the apparent centerline of Limit Street; as it exists today; thence South 52 degrees 09'18" West for a distance of 18.55 feet along said centerline; thence South 47 degrees 29'03" West for a distance of 52.80 feet along said centerline; thence thence South 40 degrees 48'38" West for a distance of 46.27 feet along said centerline; thence South 33 degrees 51'40" West for a distance of 54.97 feet along said centerline; thence South 26 degrees 45'03" West for a distance of 51.92 feet along said centerline; thence South 24 degrees 44'09" West for a distance of 182.09 feet along said centerline; thence South 30 degrees 48'30" West for a distance of 99.27 feet along said centerline; thence South 40 degrees 40'18" West for a distance of 53.47 feet along said centerline; thence South 49 degrees 05'22" West for a distance of 125.26 feet along said centerline; thence South 53 degrees 06'44" West for a distance of 286.86 feet along said centerline; thence South 55 degrees 40'23" West for a distance of 54.63 feet along said centerline; thence South 60 degrees 55'23" West for a distance of 108.15 feet along said centerline; thence South 66 degrees 15'03" West for a distance of 54.94 feet along said centerline; thence South 69 degrees 57'57" West for a distance of 55.88 feet along said centerline; thence South 75 degrees 02'14" West for a distance of 57.83 feet along said centerline; thence South 79 degrees 29'33" West for a distance of 125.12 feet along said centerline; thence South 76 degrees 41'14" West for a distance of 42.85 feet along said centerline; thence South 72 degrees 34'35" West for a distance of 38.89 feet along said centerline; thence South 67 degrees 24'48" West for a distance of 21.40 feet along said centerline; thence North 82 degrees 25'56" West for a distance of 1041.84 feet to the point of beginning. Said property contains 34.89 acres, more or less, including road right of ways. Together with and subject to covenants, easements, and restrictions of record. Error of Closure - 1 : 157769

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Tract A is not entitled to a building permit. Tract to be dedicated to adjacent land to North for access.
- 7) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for all Lots.
- 8) No off-plat restrictions.

LEGEND:

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



ZONING:

RR 5 - Rural Residential 5

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Surveyor's Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2019R08451, Doc #2007R07164
- 12) Utility Companies -
 - Water - RWD 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Lawyer's Title of Kansas File Number 47861, dated June 24, 2024
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0100G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, not shown hereon.
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - (JEM) - J.E. McCorkle Survey C-130
- 20) Barn on Lot 2 that encroaches into the 10' Utility Easement will have to be rebuilt outside the easement limits if destroyed. No additions are allowed to said barn.
- 21) Lot 2 has required spacing for their own access point to be constructed, otherwise an access easement will be required.

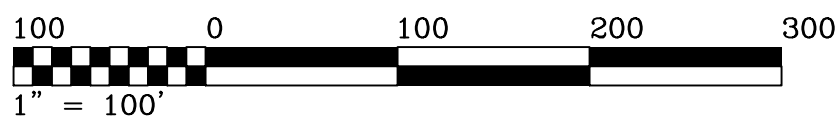
LEAVENWORTH COUNTY



Scale 1" = 100'

Job # K-23-1734
June 14, 2024 Rev. 9-5-24

J. Herring, Inc. (dba)
J. HERRING
SURVEYING
& COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5381
Email - survey@leamcash.com



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of March through May 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

KOCH ACRES

A Minor Subdivision in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:

KOCH,DANIEL O & JUDY L
24492 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-006

KOCH,THOMAS L & KOCH,DANIEL O
24510 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-005

CERTIFICATION AND DEDICATION

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

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

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

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

IN TESTIMONY WHEREOF,

We, the undersigned owners of KOCH ACRES, have set our hands this _____ day of _____, 2024.

_____ Thomas L. Koch	_____ Joyce F. Koch
_____ Daniel O. Koch	_____ Judy L. Koch

NOTARY CERTIFICATE:

Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Thomas L. Koch and Joyce F. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC

My Commission Expires: _____ (seal)

NOTARY CERTIFICATE:

Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Daniel O. Koch and Judy L. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC

My Commission Expires: _____ (seal)

APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

_____ Secretary John Jacobson	_____ Chairperson Marcus Majure
-------------------------------------	---------------------------------------

COUNTY ENGINEER'S APPROVAL:

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

_____ Chairperson Jeff Culbertson	_____ County Clerk Attest: Janet Klasinski
---	--

REGISTER OF DEED CERTIFICATE:

Filed for Record as Document No. _____ on this _____ day of _____, 2024 at _____ o'clock ____M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

SURVEYOR'S DESCRIPTION:

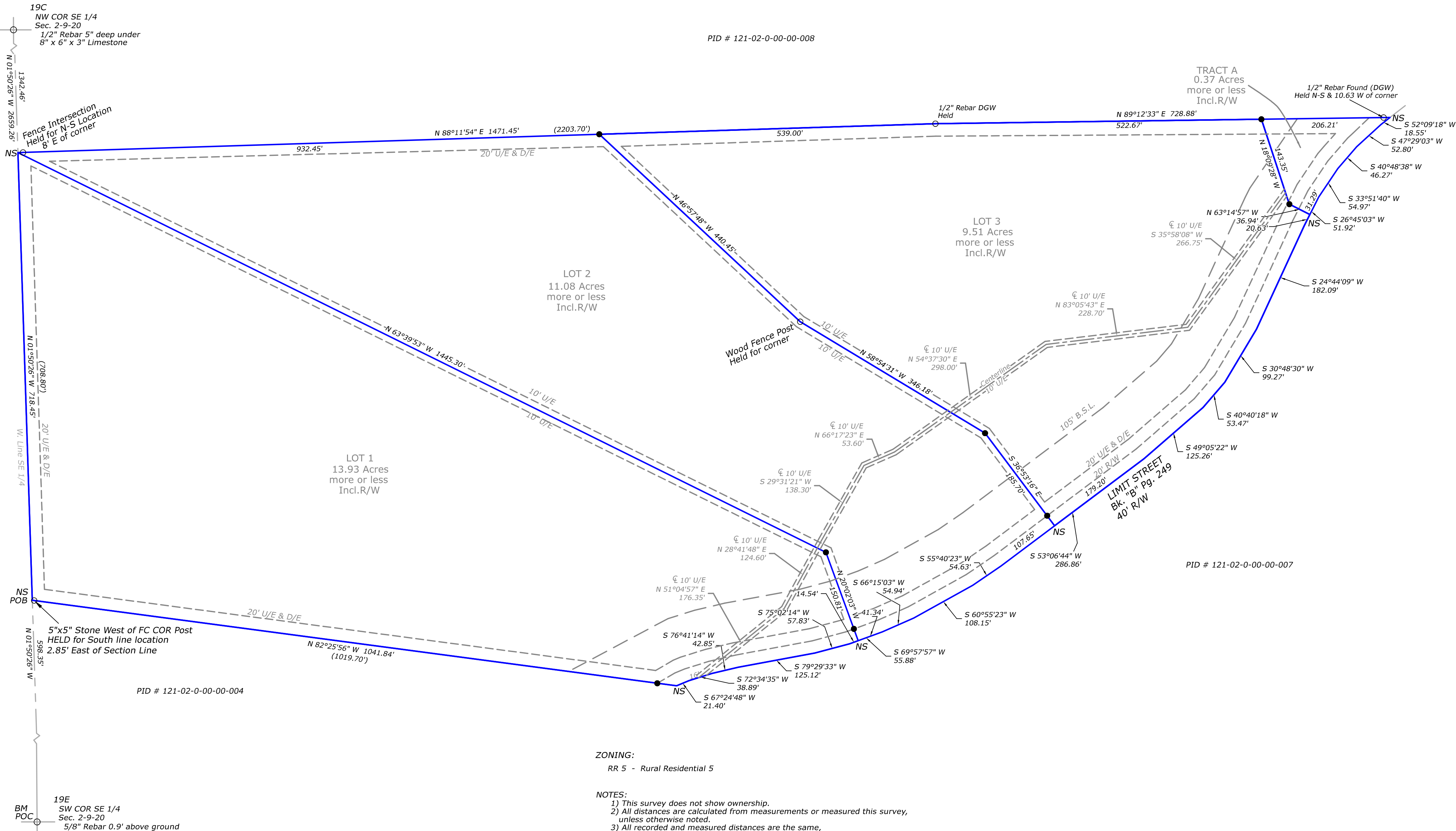
A tract of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated February 19, 2024, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 01 degrees 50'26" West for a distance of 598.35 feet along the West line of said Southeast Quarter to TRUE POINT OF BEGINNING, said point being an extended line through existing 5" x 5" Stone on the South line of surveyed property; thence North 01 degrees 50'26" West for a distance of 718.45 feet; thence North 88 degrees 11'54" East for a distance of 1471.45 feet to a 1/2" Rebar D.G.White Cap #356; thence North 89 degrees 12'33" East for a distance of 728.88 to the apparent centerline of Limit Street, as it exists today; thence South 52 degrees 09'18" West for a distance of 18.55 feet along said centerline; thence South 47 degrees 29'03" West for a distance of 52.80 feet along said centerline; thence thence South 40 degrees 48'38" West for a distance of 46.27 feet along said centerline; thence South 33 degrees 51'40" West for a distance of 54.97 feet along said centerline; thence South 26 degrees 45'03" West for a distance of 51.92 feet along said centerline; thence South 24 degrees 44'09" West for a distance of 182.09 feet along said centerline; thence South 30 degrees 48'30" West for a distance of 99.27 feet along said centerline; thence South 40 degrees 40'18" West for a distance of 53.47 feet along said centerline; thence South 49 degrees 05'22" West for distance of 125.26 feet along said centerline; thence South 53 degrees 06'44" West for a distance of 286.86 feet along said centerline; thence South 55 degrees 40'23" West for a distance of 54.63 feet along said centerline; thence South 60 degrees 55'23" West for a distance of 108.15 feet along said centerline; thence South 66 degrees 15'03" West for a distance of 54.94 feet along said centerline; thence South 69 degrees 57'57" West for a distance of 55.88 feet along said centerline; thence South 75 degrees 02'14" West for a distance of 57.83 feet along said centerline; thence South 79 degrees 29'33" West for a distance of 125.12 feet along said centerline; thence South 76 degrees 41'14" West for a distance of 42.85 feet along said centerline; thence South 72 degrees 34'35" West for a distance of 38.89 feet along said centerline; thence South 67 degrees 24'48" West for a distance of 21.40 feet along said centerline; thence North 82 degrees 25'56" West for a distance of 1041.84 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 34.89 acres, more or less, including road right of ways. Error of Closure - 1 : 157769

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
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- 8) No off-plat restrictions.

LEGEND:

- - 1/2" Rebar Set with Cap No.1296
- - 1/2" Rebar Found, unless otherwise noted.
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement
- BM - Benchmark
- //// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- POB - Point of Beginning
- POC - Point of Commencing



ZONING:

RR 5 - Rural Residential 5

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Surveyor's Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Project Benchmark (BM) - SW COR SE 1/4 - Elev - 937.7'
- 11) Easements, if any, are created hereon or listed in referenced title commitment.
- 12) Reference Recorded Deed Doc # 2019R08451, Doc #2007R07164
- 13) Utility Companies -
 - Water - RWD 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 14) Reference Lawyer's Title of Kansas File Number 47861, dated June 24, 2024
- 15) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0100C dated July 16, 2015
- 16) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 17) Existing Structures, if any, not shown hereon.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - (JEM) - J.E. McCorkle Survey C-130, 1925
 - (HVP) - H.V.Parr Book S-2 49 4383 NKA 1949S4383
 - (DGW) - D.G.White Survey Book S-12 Pg.8, 1985 NKA 1985S008
- 20) Barn on Lot 2 that encroaches into the 10' Utility Easement will have to be rebuilt outside the easement limits if destroyed. No additions are allowed to said barn.
- 21) Lot 2 has required spacing for their own access point to be constructed, otherwise an access easement will be required.



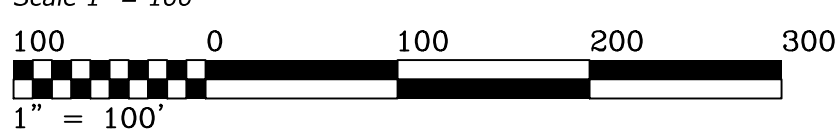
I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of November 2023 through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

Job # K-23-1734
June 14, 2024 Rev 9-5-24



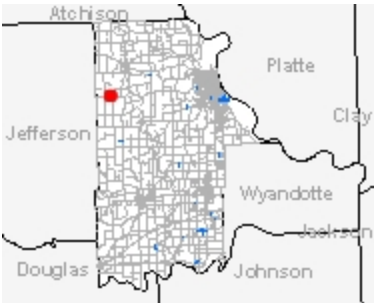
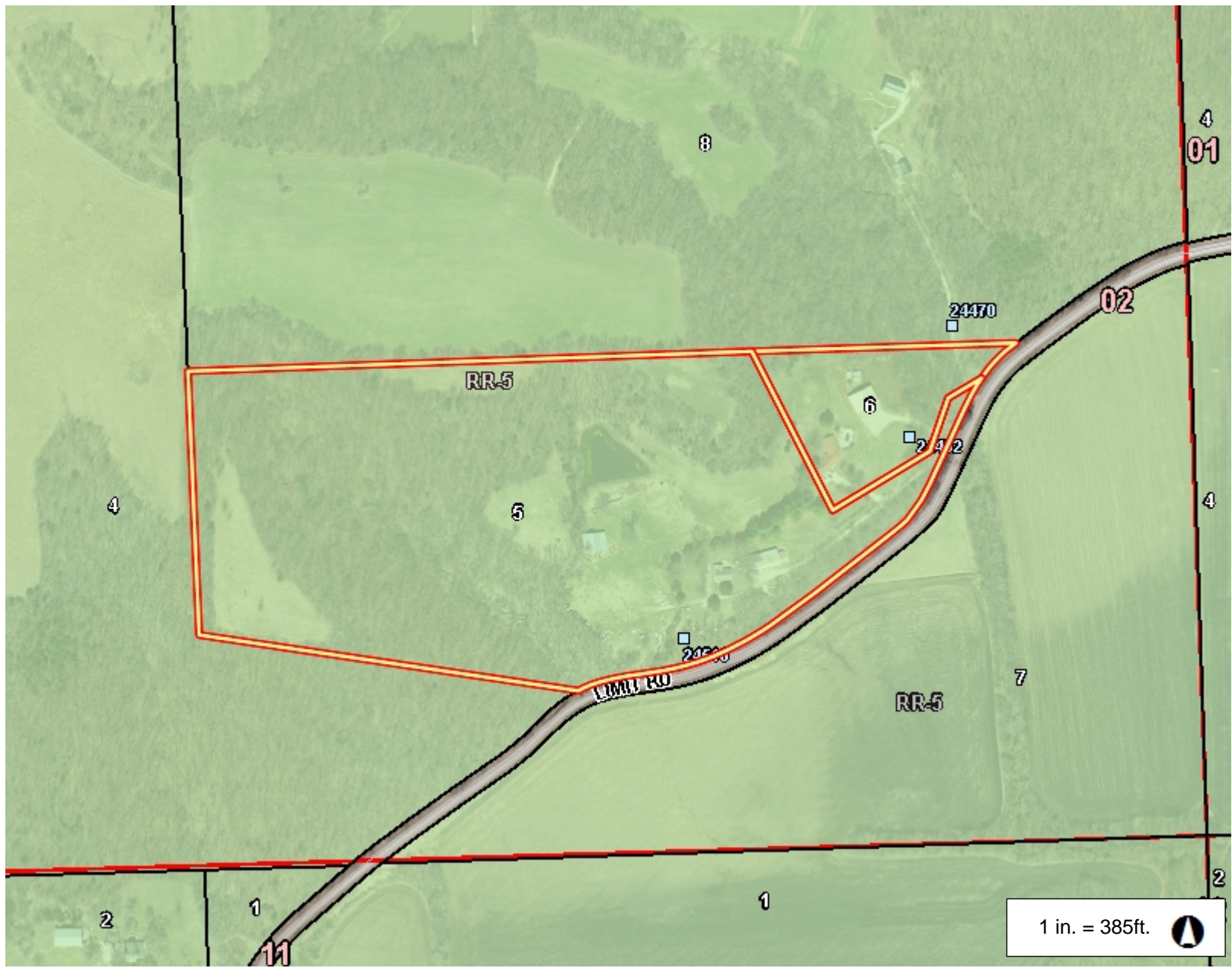
Scale 1" = 100'



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

Daniel Baumann, PS#1363
County Surveyor

DEV-24-076/077 Koch Acres



Legend

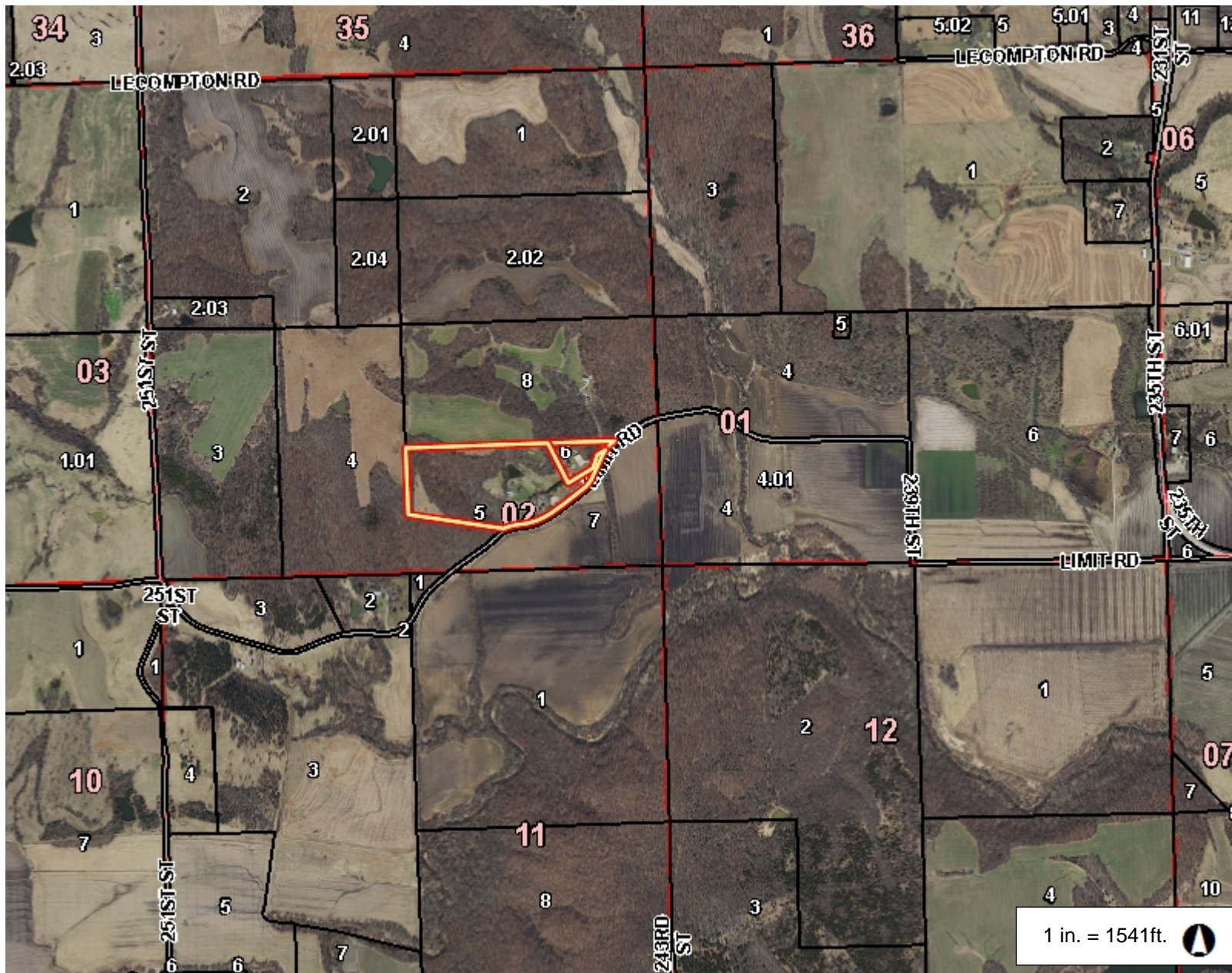
- Address Point
- Parcel Number
- Lot Line
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
 - <all other values>
 - PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary
- Zoning
 - B-1
 - B-2
 - B-3
 - I-1
 - I-2
 - I-3
 - MXD
 - PC
 - PI
 - PR-1

Notes

770.6 0 385.31 770.6 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

DEV-24-076/077 Koch Acres



Legend

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

Notes

3,082.5 0 1,541.24 3,082.5 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Allison, Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Monday, June 17, 2024 1:27 PM
To: PZ
Subject: Fwd: Koch Acres

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

Fire reply

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Olson <bolson642@gmail.com>
Sent: Monday, June 17, 2024 12:58:58 PM
To: Joe Herring <herringsurveying@outlook.com>
Subject: Re: Koch Acres

To all involved,

I do not see a problem with the division of the property to make another build site.

Thank you,
Chief Olson
Sent from my iPhone

On Jun 15, 2024, at 6:52 AM, Joe Herring <herringsurveying@outlook.com> wrote:

I apologize if you have sent a response to the email request back in March.
If you could resend it or send at response to serving this proposed division. Division will create on additional build site on their property.

Thank you - Joe Herring

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

<K-23-1734 Koch ACRES PRELIMINARY 6-14-24.pdf>

Allison, Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Monday, June 17, 2024 8:00 AM
To: PZ
Subject: Fw: SERVICE VERIFICATION - PARCEL - R18112 KOCH ACRES

Follow Up Flag: Follow up
Flag Status: Completed

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.

See Below

Thank you - Joe Herring

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

From: Shauna Snyder <shauna.snyder@freestate.coop>
Sent: Thursday, February 29, 2024 12:06 PM
To: Joe Herring <herringsurveying@outlook.com>
Subject: SERVICE VERIFICATION - PARCEL - R18112

FreeState Electrical Cooperative will provide power to a new home/development being built on/at Limit Rd, parcel R18112, for Koch Acres. FreeState will provide service for 3 separate lots.

Thank you,
Shauna Snyder

Shauna Snyder
Members Service Representative



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

RURAL WATER DISTRICT NO. 12

Jefferson County, Kansas

216 Winchester St.

Winchester, KS 66097

TEL: (913)774-2872

FAX: (913)774-2875

EMAIL-water12@embargmail.com

March 5, 2024

Leavenworth County Planning & Zoning
300 Walnut St. Suite 212
Leavenworth. KS 66048

RE: Rural Water Availability-Daniel O. & Judy L. Koch

To Whom It May Concern:

Please be advised that at this time domestic water service is available from Jefferson County Rural Water District No. 12 for land, owned by Daniel O. & Judy L. Koch, located in SE ¼ of Section 2, Township 9, Range 20, Leavenworth County, Kansas.

Benefit units are available in the said area, but this is in no way a guarantee that benefit units will be available in the future for said property. All new benefit units must be approved by the Board of Directors for Jefferson County Rural Water District No. 12. Pre-application for water service with the district has not been made for said property at this time.

Please feel free to contact me at the District Office if you have any questions.

Sincerely,

Denise Eggers,
Office Manager

Cc: Joe Herring

Allison, Amy

From: Anderson, Kyle
Sent: Friday, June 21, 2024 9:55 AM
To: Allison, Amy
Subject: RE: RE: DEV-24-076/77 Preliminary and Final Plat – Koch Acres
Attachments: 24492 Limit.png

We have not received any complaints on these properties. It appears the septic system servicing 24492 will remain on lot 3 with the home (drawing attached). We do not have any records on the septic system for 24510 so I do not know the location.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, June 18, 2024 5:02 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-24-076/77 Preliminary and Final Plat – Koch Acres

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for a 3 lot subdivision at 24492 & 24510 Limit Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, July 2, 2024.

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

Thank you,

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

Disclaimer

MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Koch Acres Subdivision
Date: July 10, 2024

Amy, I have reviewed the preliminary plat of the Koch Acres Subdivision presented by Daniel and Judy Koch. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed, a fire hydrant should be placed along the right-a-way on the Lot 2 along the right-of-way, and this will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

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

KOCH ACRES

A Minor Subdivision in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
KOCH,DANIEL O & JUDY L
24492 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-006

KOCH,THOMAS L & KOCH,DANIEL O
24510 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-005

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

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

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

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

IN TESTIMONY WHEREOF,
We, the undersigned owners of KOCH ACRES, have set our hands this _____ day of _____, 2024.

Thomas L. Koch
Joyce F. Koch

Daniel O. Koch
Judy L. Koch

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Thomas L. Koch and Joyce F. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Daniel O. Koch and Judy L. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

Secretary
John Jacobson

Chairperson
Marcus Majure

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

Chairperson
Jeff Culbertson

County Clerk
Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of _____, 2024 at _____ o'clock ____M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

SURVEYOR'S DESCRIPTION:

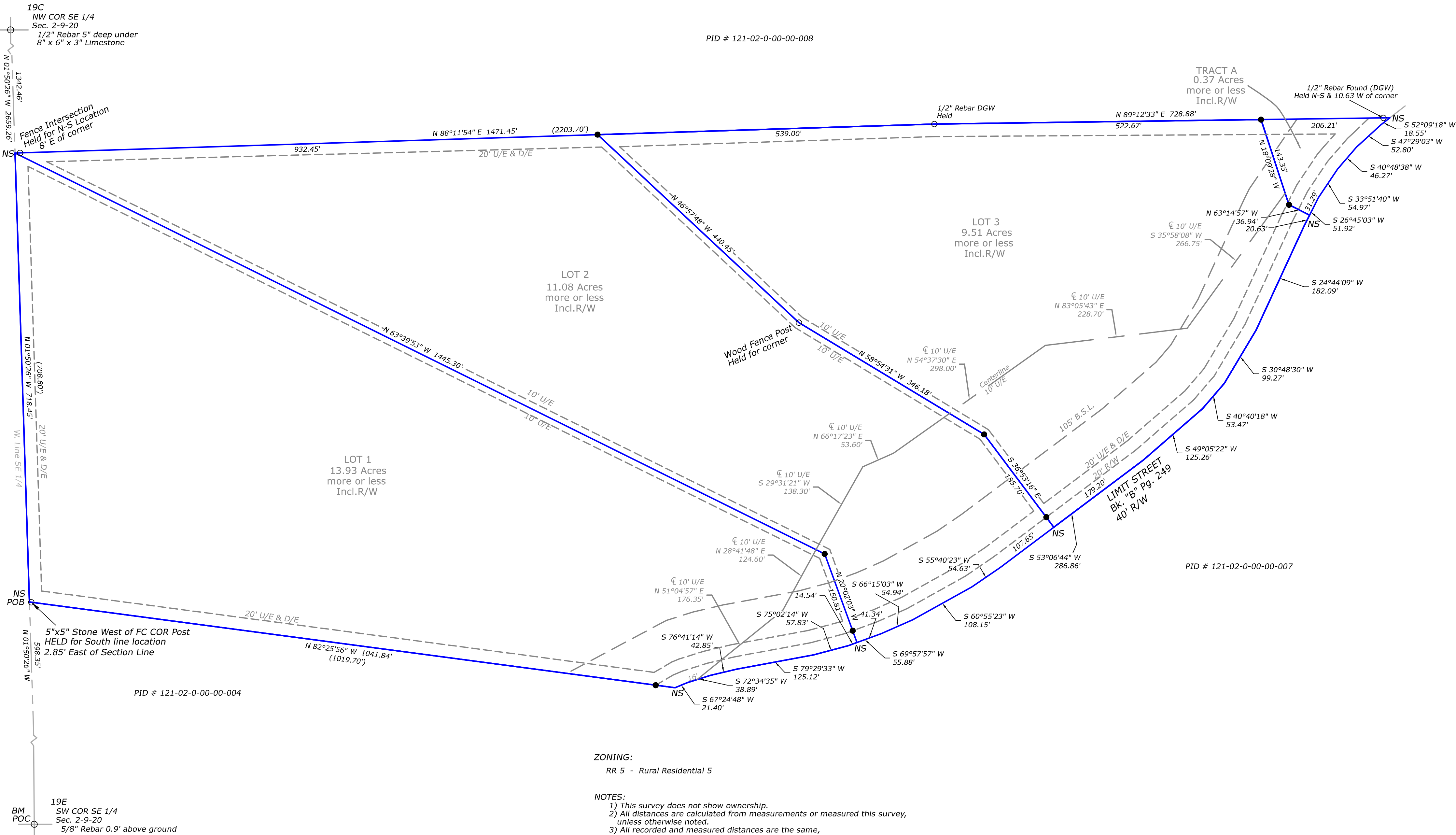
A tract of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated February 19, 2024, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 01 degrees 50'26" West for a distance of 598.35 feet along the West line of said Southeast Quarter to TRUE POINT OF BEGINNING, said point being an extended line through existing 5" x 5" Stone on the South line of surveyed property; thence North 01 degrees 50'26" West for a distance of 718.45 feet; thence North 88 degrees 11'54" East for a distance of 1471.45 feet to a 1/2" Rebar D.G.White Cap #356; thence North 89 degrees 12'33" East for a distance of 728.88 to the apparent centerline of Limit Street, as it exists today; thence South 52 degrees 09'18" West for a distance of 18.55 feet along said centerline; thence South 47 degrees 29'03" West for a distance of 52.80 feet along said centerline; thence thence South 40 degrees 48'38" West for a distance of 46.27 feet along said centerline; thence South 33 degrees 51'40" West for a distance of 54.97 feet along said centerline; thence South 26 degrees 45'03" West for a distance of 51.92 feet along said centerline; thence South 24 degrees 44'09" West for a distance of 182.09 feet along said centerline; thence South 30 degrees 48'30" West for a distance of 99.27 feet along said centerline; thence South 40 degrees 40'18" West for a distance of 53.47 feet along said centerline; thence South 49 degrees 05'22" West for distance of 125.26 feet along said centerline; thence South 53 degrees 06'44" West for a distance of 286.86 feet along said centerline; thence South 55 degrees 40'23" West for a distance of 54.63 feet along said centerline; thence South 60 degrees 55'23" West for a distance of 108.15 feet along said centerline; thence South 66 degrees 15'03" West for a distance of 54.94 feet along said centerline; thence South 69 degrees 57'57" West for a distance of 55.88 feet along said centerline; thence South 75 degrees 02'14" West for a distance of 57.83 feet along said centerline; thence South 79 degrees 29'33" West for a distance of 125.12 feet along said centerline; thence South 76 degrees 41'14" West for a distance of 42.85 feet along said centerline; thence South 72 degrees 34'35" West for a distance of 38.89 feet along said centerline; thence South 67 degrees 24'48" West for a distance of 21.40 feet along said centerline; thence North 82 degrees 25'56" West for a distance of 1041.84 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 34.89 acres, more or less, including road right of ways. Error of Closure - 1 : 157769

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Tract A is not entitled to a building permit. Tract to be dedicated to adjacent land to North for access.
- 7) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for all Lots.
- 8) No off-plat restrictions.

LEGEND:

- - 1/2" Rebar Set with Cap No.1296
- - 1/2" Rebar Found, unless otherwise noted.
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement
- BM - Benchmark
- ////// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- POB - Point of Beginning
- POC - Point of Commencing

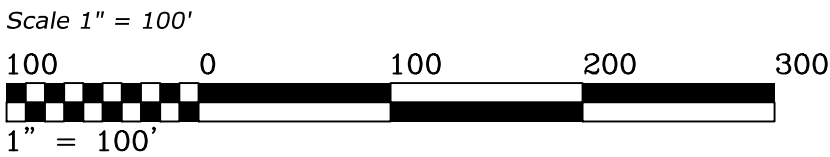


ZONING:
RR 5 - Rural Residential 5

- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Surveyor's Description
 - 5) Basis of Bearing - KS SPC North Zone 1501
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Existing and Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
 - 9) Benchmark - NAVD88
 - 10) Project Benchmark (BM) - SW COR SE 1/4 - Elev - 937.7'
 - 11) Easements, if any, are created hereon or listed in referenced title commitment.
 - 12) Reference Recorded Deed Doc # 2019R08451, Doc #2007R07164
 - 13) Utility Companies -
 - Water - RWD 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - 14) Reference Lawyer's Title of Kansas File Number 47861, dated June 24, 2024
 - 15) Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 2010C0100C dated July 16, 2015
 - 16) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - 17) Existing Structures, if any, not shown hereon.
 - 18) Easements as per referenced Title Commitment are shown hereon, if any.
 - 19) Fence Lines do not necessarily denote the boundary line for the property.
 - 20) Reference Surveys:
 - (JEM) - J.E. McCorkle Survey C-130, 1925
 - (HVP) - H.V.Parr Book S-2-49 4383 NKA 1949S4383
 - (DGW) - D.G.White Survey Book S-12 Pg.8, 1985 NKA 1985S008

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

Daniel Baumann, PS#1363
County Surveyor



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of November 2023 through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

Public Works has no comments. The
Drainage Study is approved.

Koch Acres
Leavenworth County Kansas

Drainage Report

March 17, 2024



KOCH ACRES

A Minor Subdivision in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:

KOCH, DANIEL O & JUDY L
24492 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-006

KOCH, THOMAS L & KOCH, DANIEL O
24510 LIMIT RD
EASTON, KS 66020
PID # 121-02-0-00-00-005

SURVEYOR'S DESCRIPTION:

A tract of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated February 19, 2024, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 01 degrees 50'26" West for a distance of 598.35 feet along the West line of said Southeast Quarter to TRUE POINT OF BEGINNING, said point being an extended line through existing 5" x 5" Stone on the South line of surveyed property; thence North 01 degrees 50'26" West for a distance of 718.45 feet; thence North 88 degrees 11'54" East for a distance of 1471.45 feet along said North line to a 1/2" Rebar D.G. White Cap #356; thence North 89 degrees 12'33" East for a distance of 728.88 to the apparent centerline of Limit Street; as it exists today; thence South 52 degrees 09'18" West for a distance of 18.55 feet along said centerline; thence South 47 degrees 29'03" West for a distance of 52.80 feet along said centerline; thence thence South 40 degrees 48'38" West for a distance of 46.27 feet along said centerline; thence South 33 degrees 51'40" West for a distance of 54.97 feet along said centerline; thence South 26 degrees 45'03" West for a distance of 51.92 feet along said centerline; thence South 24 degrees 44'09" West for a distance of 182.09 feet along said centerline; thence South 30 degrees 48'30" West for a distance of 99.27 feet along said centerline; thence South 40 degrees 40'18" West for a distance of 53.47 feet along said centerline; thence South 49 degrees 05'22" West for a distance of 125.26 feet along said centerline; thence South 53 degrees 06'44" West for a distance of 286.86 feet along said centerline; thence South 55 degrees 40'23" West for a distance of 54.63 feet along said centerline; thence South 60 degrees 55'23" West for a distance of 108.15 feet along said centerline; thence South 66 degrees 15'03" West for a distance of 54.94 feet along said centerline; thence South 69 degrees 57'57" West for a distance of 55.88 feet along said centerline; thence South 75 degrees 02'14" West for a distance of 57.83 feet along said centerline; thence South 79 degrees 29'33" West for a distance of 125.12 feet along said centerline; thence South 76 degrees 41'14" West for a distance of 42.85 feet along said centerline; thence South 72 degrees 34'35" West for a distance of 38.89 feet along said centerline; thence South 67 degrees 24'48" West for a distance of 21.40 feet along said centerline; thence North 82 degrees 25'56" West for a distance of 1041.84 feet to the point of beginning. Said property contains 34.89 acres, more or less, including road right of ways. Together with and subject to covenants, easements, and restrictions of record. Error of Closure - 1 : 157769

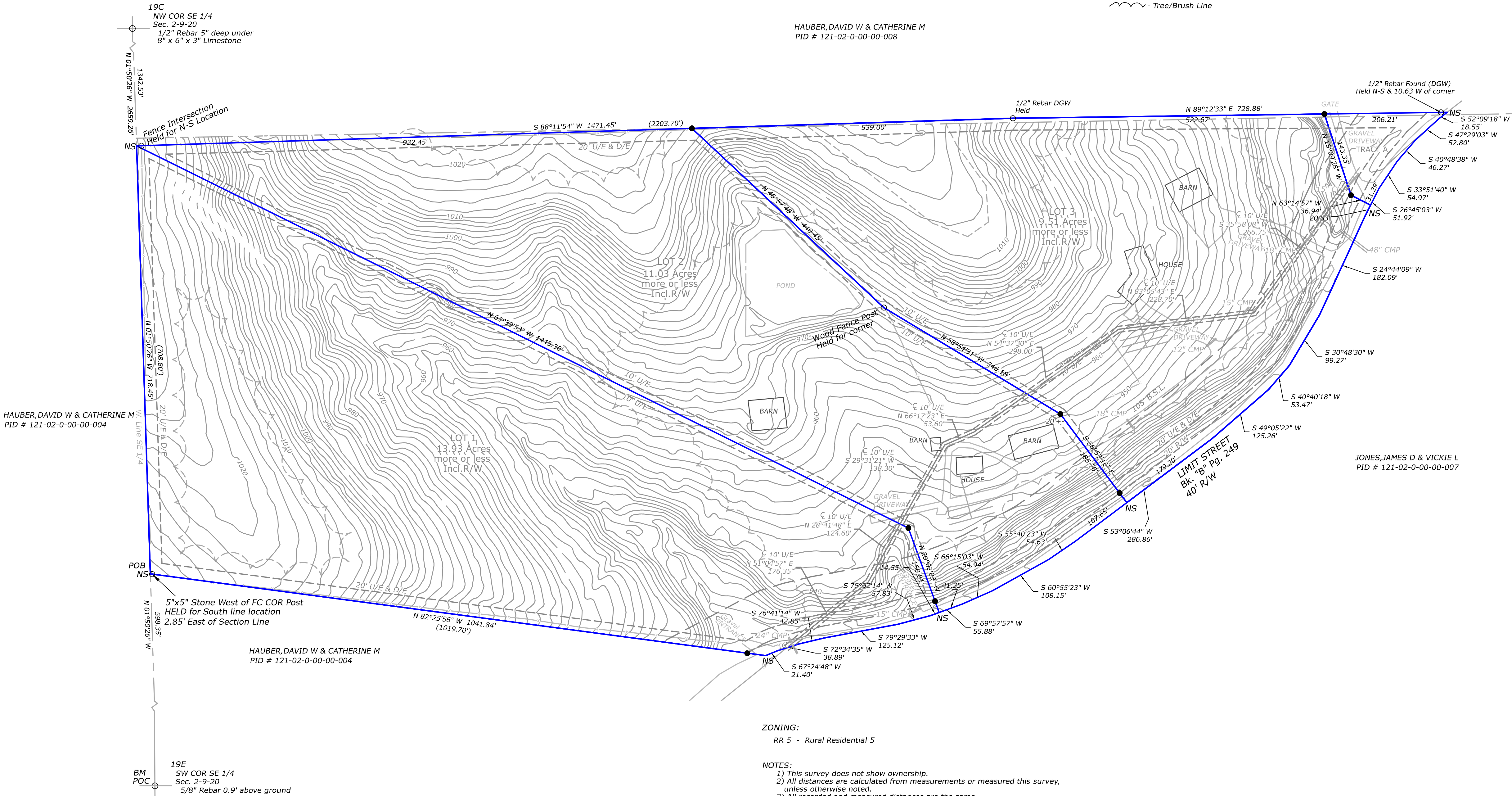
RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
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- 7) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for all Lots.
- 8) No off-plat restrictions.

LEGEND:

- - 1/2" Rebar Set with Cap No.1296
- - 1/2" Rebar Found, unless otherwise noted.
- () - Record / Deeded Distance
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- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement
- BM - Benchmark
- ///// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- POB - Point of Beginning
- POC - Point of Commencing
- - DIRECTION OF WATER FLOW
- - Power Pole
- X - Fence Line
- OHP - Overhead Power Lines
- T - Underground Telephone/Fiber Optic Line
- ◇ - Gas Valve
- ⬮ - Water Meter/Valve
- ⊞ - Telephone Pedestal
- W - 6" Water Line - location as per district
- ~ ~ ~ - Tree/Brush Line

9-16-24
PW Combined
No Further Comments



ZONING:

RR 5 - Rural Residential 5

NOTES:

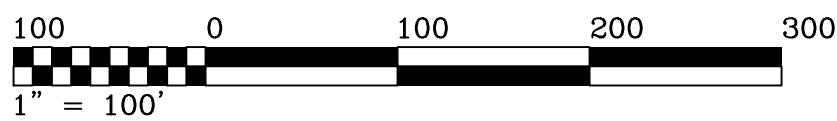
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- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2019R08451, Doc #2007R07164
- 12) Utility Companies -
 - Water - RWD 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Lawyer's Title of Kansas File Number 47861, dated June 24, 2024
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0100G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, not shown hereon.
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - (JEM) - J.E. McCorkle Survey C-130
- 20) Barn on Lot 2 that encroaches into the 10' Utility Easement will have to be rebuilt outside the easement limits if destroyed. No additions are allowed to said barn.
- 21) Lot 2 has required spacing for their own access point to be constructed, otherwise an access easement will be required.

LEAVENWORTH COUNTY



Scale 1" = 100'

Job # K-23-1734
June 14, 2024 Rev. 9-5-24



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of March through May 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

KOCH ACRES

A Minor Subdivision in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
KOCH,DANIEL O & JUDY L
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EASTON, KS 66020
PID # 121-02-0-00-00-006

KOCH,THOMAS L & KOCH,DANIEL O
24510 LIMIT RD
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Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,
We, the undersigned owners of KOCH ACRES, have set our hands this _____ day of _____, 2024.

Thomas L. Koch

Joyce F. Koch

Daniel O. Koch

Judy L. Koch

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Thomas L. Koch and Joyce F. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came Daniel O. Koch and Judy L. Koch, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

Secretary
John Jacobson

Chairperson
Marcus Majure

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of KOCH ACRES this _____ day of _____, 2024.

Chairperson
Jeff Culbertson

County Clerk
Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of _____, 2024 at _____ o'clock ____M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

SURVEYOR'S DESCRIPTION:

A tract of land in the Southeast Quarter of Section 2, Township 9 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated February 19, 2024, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 01 degrees 50'26" West for a distance of 598.35 feet along the West line of said Southeast Quarter to TRUE POINT OF BEGINNING, said point being an extended line through existing 5" x 5" Stone on the South line of surveyed property; thence North 01 degrees 50'26" West for a distance of 718.45 feet; thence North 88 degrees 11'54" East for a distance of 1471.45 feet to a 1/2" Rebar D.G.White Cap #356; thence North 89 degrees 12'33" East for a distance of 728.88 to the apparent centerline of Limit Street, as it exists today; thence South 52 degrees 09'18" West for a distance of 18.55 feet along said centerline; thence South 47 degrees 29'03" West for a distance of 52.80 feet along said centerline; thence thence South 40 degrees 48'38" West for a distance of 46.27 feet along said centerline; thence South 33 degrees 51'40" West for a distance of 54.97 feet along said centerline; thence South 26 degrees 45'03" West for a distance of 51.92 feet along said centerline; thence South 24 degrees 44'09" West for a distance of 182.09 feet along said centerline; thence South 30 degrees 48'30" West for a distance of 99.27 feet along said centerline; thence South 40 degrees 40'18" West for a distance of 53.47 feet along said centerline; thence South 49 degrees 05'22" West for a distance of 125.26 feet along said centerline; thence South 53 degrees 06'44" West for a distance of 286.86 feet along said centerline; thence South 55 degrees 40'23" West for a distance of 54.63 feet along said centerline; thence South 60 degrees 55'23" West for a distance of 108.15 feet along said centerline; thence South 66 degrees 15'03" West for a distance of 54.94 feet along said centerline; thence South 69 degrees 57'57" West for a distance of 55.88 feet along said centerline; thence South 75 degrees 02'14" West for a distance of 57.83 feet along said centerline; thence South 79 degrees 29'33" West for a distance of 125.12 feet along said centerline; thence South 76 degrees 41'14" West for a distance of 42.85 feet along said centerline; thence South 72 degrees 34'35" West for a distance of 38.89 feet along said centerline; thence South 67 degrees 24'48" West for a distance of 21.40 feet along said centerline; thence North 82 degrees 25'56" West for a distance of 1041.84 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 34.89 acres, more or less, including road right of ways. Error of Closure - 1 : 157769

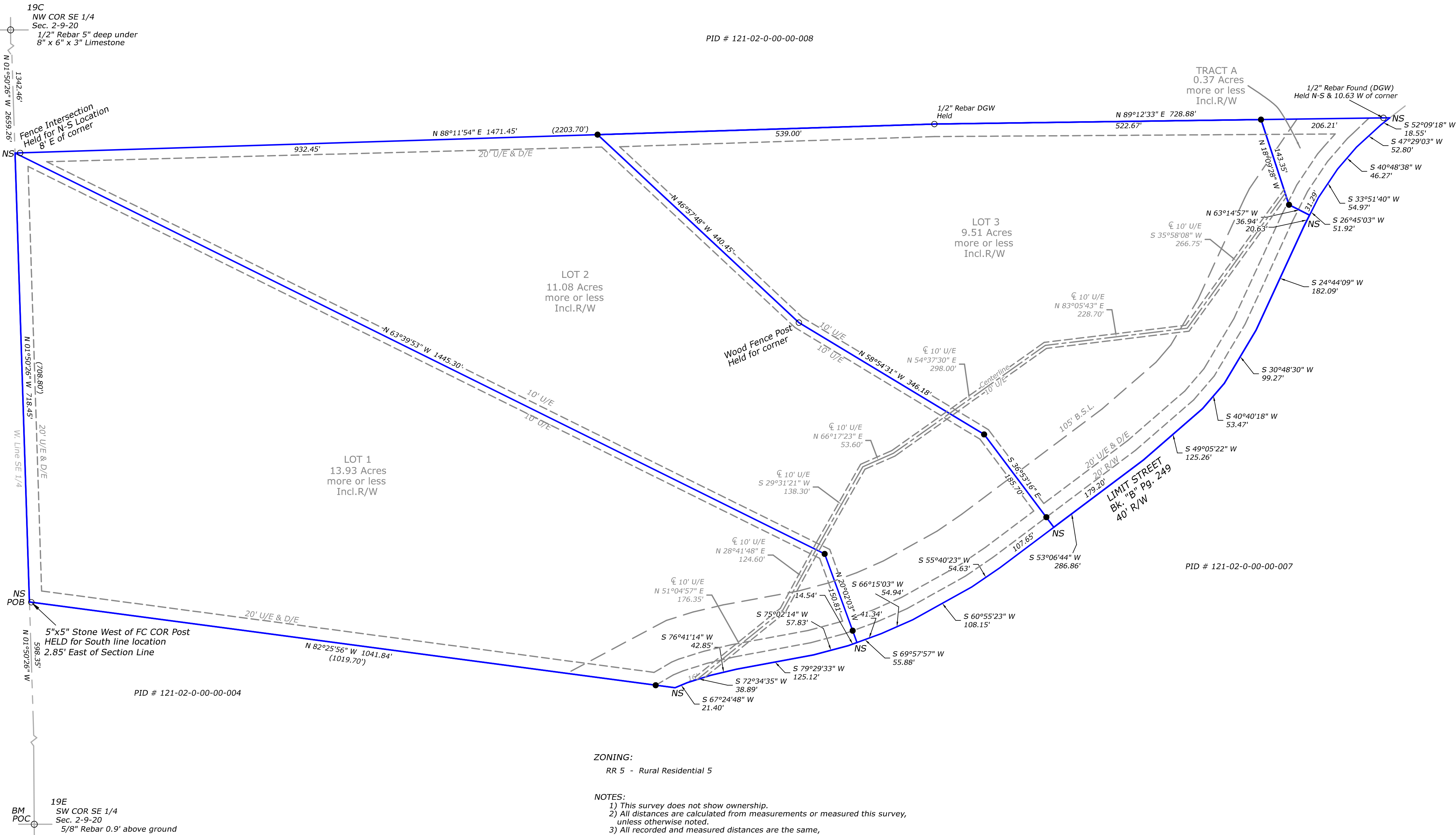
RESTRICTIONS:

- All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- An Engineered Waste Disposal System may be required due to poor soil conditions.
- Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- Tract A is not entitled to a building permit. Tract to be dedicated to adjacent land to North for access.
- An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for all Lots.
- No off-plat restrictions.

LEGEND:

- 1/2" Rebar Set with Cap No.1296
- 1/2" Rebar Found, unless otherwise noted.
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement
- BM - Benchmark
- //// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- POB - Point of Beginning
- POC - Point of Commencing

9-16-24
PW Combined
No Further Comments



ZONING:

RR 5 - Rural Residential 5

NOTES:

- This survey does not show ownership.
- All distances are calculated from measurements or measured this survey, unless otherwise noted.
- All recorded and measured distances are the same, unless otherwise noted.
- Error of Closure - See Surveyor's Description
- Basis of Bearing - KS SPC North Zone 1501
- Monument Origin Unknown, unless otherwise noted.
- Existing and Proposed Lots for Residential Use.
- Road Record - See Survey
- Benchmark - NAVD88
- Project Benchmark (BM) - SW COR SE 1/4 - Elev. - 937.7'
- Easements, if any, are created hereon or listed in referenced title commitment.
- Reference Recorded Deed Doc # 2019R08451, Doc #2007R07164
- Utility Companies -
 - Water - RWD 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- Reference Lawyer's Title of Kansas File Number 47861, dated June 24, 2024
- Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0100C dated July 16, 2015
- Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- Existing Structures, if any, not shown hereon.
- Fence Lines do not necessarily denote the boundary line for the property.
- Reference Surveys:
 - (JEM) - J.E. McCorkle Survey C-130, 1925
 - (HVP) - H.V.Parr Book S-2 49 4383 NKA 1949S4383
 - (DGW) - D.G.White Survey Book S-12 Pg.8, 1985 NKA 1985S008
- Barn on Lot 2 that encroaches into the 10' Utility Easement will have to be rebuilt outside the easement limits if destroyed. No additions are allowed to said barn.
- Lot 2 has required spacing for their own access point to be constructed, otherwise an access easement will be required.

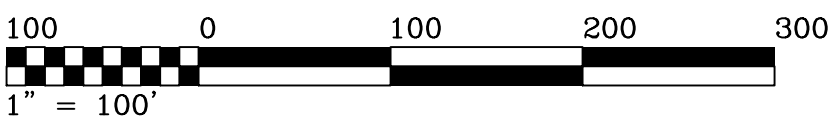


I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of November 2023 through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296



Scale 1" = 100'



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

Daniel Baumbach, PS#1363
County Surveyor

**Leavenworth County
Request for Board Action
Case No. DEV-24-080/081
Preliminary & Final Plat E&R Rolling Meadows North**

Date: September 25, 2024
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☒ **Legal Review** ☒

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-081 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to subdivide 00000 206th Street as E&R Rolling Meadows North Subdivision which consists of three lots. The Subdivision is classified as a Class C with all lots lying 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. During the Preliminary Plat phase, an exception was granted for:

1. Exception to Article 50, Section 40.3.i. Lot-Width to Lot Depth

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations with the approved exception.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No. DEV-24-081, Final Plat for E&R Rolling Meadows North subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-081, Final Plat for E&R Rolling Meadows North, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-081, Final Plat for E&R Rolling Meadows North, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-081, Final Plat for E&R Rolling Meadows North, with Findings of Fact; or

4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-080/081 E&R Rolling Meadows North

September 11, 2024

REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

Amy Allison
Deputy Director

SUBJECT PROPERTY: 00000 206th Street.

FUTURE LAND USE: Residential (2.5 acre min)

APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING
315 N. 5th Street
Leavenworth, KS 66048

PROPERTY OWNER:

David & Carrie Barth
17113 W 84th Street
Lenexa, KS 66219

CONCURRENT APPLICATIONS:

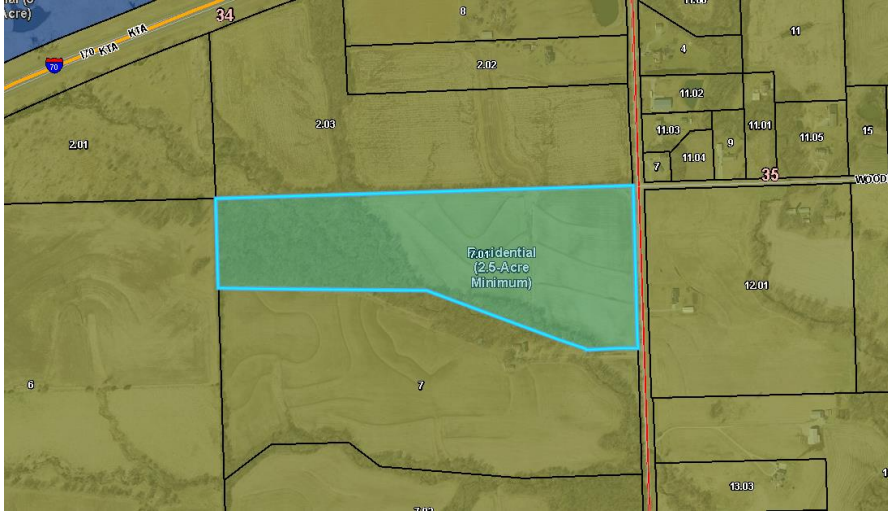
NONE

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:

Residential (2.5 acre min)



LEGAL DESCRIPTION:

A tract of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: N/A

FLOODPLAIN: Zone AE

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-080/081, Preliminary & Final Plat for E&R Rolling Meadows North, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-080/081, Preliminary & Final Plat for E&R Rolling Meadows North, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 44 ACRES

PARCEL ID NO:

198-34-0-00-00-007.01

BUILDINGS:

N/A

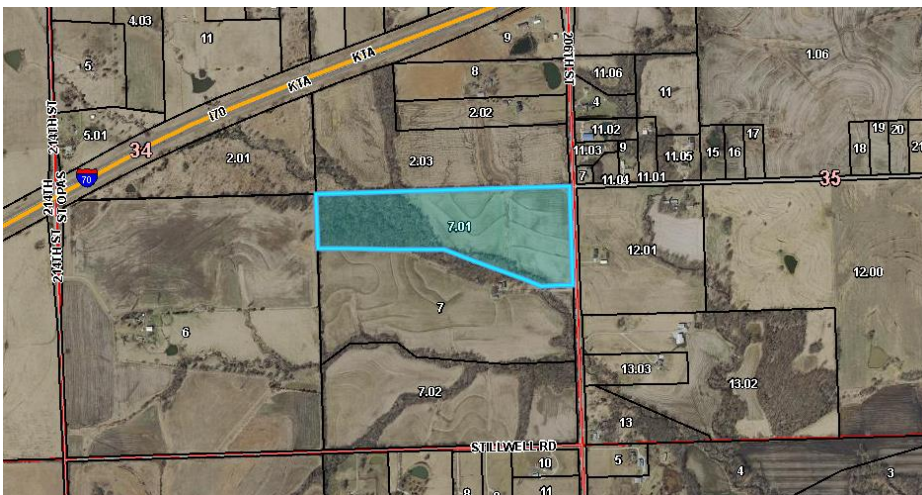
PROJECT SUMMARY:

Request for preliminary and final plat approval to subdivide property located at 00000 206th Street (198-34-0-00-00-007.01) as Lots 1 through 3 of E&R Rolling Meadows North.

ACCESS/STREET:

206th Street - Local, Arterial ± 22'

Location Map:



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: FD# 2

WATER: RWD 10

ELECTRIC: Evergy

NOTICE & REVIEW:

STAFF REVIEW:

9/2/2024

NEWSPAPER NOTIFICATION:

N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**

N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	N/A	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Exception needed for Lot-Width to Lot-Depth on Lot 1		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide a 44-acre parcel into three lots. The Subdivision is classified as a Class C with all lots lying 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 3). Lot 1 will be approximately 31 acres in size. The proposed lot does not meet the lot-width to lot-depth requirements and will need an exception. Floodplain is located along the rear of this lot. Lots 2 – 3 will be approximately 7.79 and 5.42 acres respectively. If the exception is approved, all lots meet the requirements for the RR-5 zoning district.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the E&R Rolling Meadows North subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.

5. An exception from Article 50, Section 40.3.i. – Lot-Width to Lot-Depth has been approved for Lot 1.
6. The developer must comply with the following memorandums:
 - Memo – Steven Heath, Everygy, dated June 13, 2024

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Maps
- C: Road Map
- D: Memorandums

~~FINAL 8~~

PRELIMINARY PLAT APPLICATION

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

Office Use Only	
Township: <u>Sherman</u>	Planning Commission Meeting Date: _____
Case No. <u>DEV-24-</u>	Date Received/Paid: <u>06.21.2024</u>
Zoning District <u>RR 5</u>	Comprehensive Plan Land Use Designation: <u>2.5 acre min.</u>

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>BARTH, DAVID M & CARRIE J</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>17113 W 84TH ST</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>LENEXA, KS 66219</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: E&R ROLLING MEADOWS NORTH

Address of Property: 00000 Stillwell Road

PID: 198-34-0-00-00-007.01 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>44 AC</u>	Number of Lots: <u>3</u>	Minimum Lot Size: <u>5 AC</u>
Maximum Lot Size: <u>31 Ac</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 10</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>District 2</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning & Subdivision Regulations.</i>	1. <u>Lot 1 - Width to Depth Exception</u>	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if yes, what is the panel number: <u>20103C0325G</u>	
I, the undersigned, am the owner, <u>duly authorized agent</u> , of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.	
Signature: <u>Joe Herring - digitally signed 6-13-24</u>	Date: <u>6/13/24</u>

ATTACHMENT A

FINAL &
~~PRELIMINARY~~ PLAT APPLICATION
Leavenworth County Planning and Zoning Department
300 Walnut St., Suite 212
Leavenworth, Kansas
913-684-0465

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

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: Herring Surveying Company	NAME: BARTH, DAVID M & CARRIE J
MAILING ADDRESS: 315 North 5th Street	MAILING ADDRESS: 17113 W 84TH ST
CITY/ST/ZIP: Leavenworth, KS 66048	CITY/ST/ZIP: LENEXA, KS 66219
PHONE: 913-651-3858	PHONE: N/A
EMAIL: herringsurveying@outlook.com	EMAIL: N/A

GENERAL INFORMATION

Proposed Subdivision Name: E&R ROLLING MEADOWS NORTH

Address of Property: 00000 Stillwell Road

PID: 198-34-0-00-00-007.01 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: 44 AC	Number of Lots: 3	Minimum Lot Size: 5 AC
Maximum Lot Size: 31 AC	Proposed Zoning: RR-5	Density: N/A
Open Space Acreage: N/A	Water District: RWD 10	Proposed Sewage: Septic
Fire District: District 2	Electric Provider: Evergy	Natural Gas Provider: Propane
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local</u> - Collector - Arterial - State - Federal	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning & Subdivision Regulations.</i>	1. Lot 1 - Width to Depth Exception	
	2.	
	3.	
	4.	
	5.	

Is any part of the site designated as Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if yes, what is the panel number: 20103C0325G	
I, the undersigned, am the owner, <u>duly authorized agent</u> , of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.	
Signature: Joe Herring - digitally signed 6-13-24	Date: 6/13/24

ATTACHMENT A

AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner
COUNTY OF LEAVENWORTH
STATE OF KANSAS

We/I David Barth and Carrie Barth

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -
15031 206th Street Linwood, KS 66052, and that we authorize the
following people or firms to act in our interest with the Leavenworth County Planning
and Zoning Department for a period of one calendar year. Additionally, all statements
herein contained in the information herewith submitted are in all respects true and correct
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring – Herring Surveying Company 315 N. 5th Street, Leavenworth,
KS 66048, 913-651-3858

2)

Signed and entered this 5th day of March, 2024

David Barth 17113 W. 84th St. Lenexa, KS 66219
Print Name, Address, Telephone 913-553-7012


Signature

STATE OF KANSAS)
) SS
COUNTY OF LEAVENWORTH)

Be it remember that on this _____ day of _____ 20__, before me, a notary public in and
for said County and State came _____ to me
personally known to be the same persons who executed the forgoing instrument of writing, and
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand
and affixed my notary seal the day and year above written.

NOTARY PUBLIC _____

My Commission Expires: _____

(seal)

E & R ROLLING MEADOWS NORTH

ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

Request Exception from Article 50, Section 40.3.i (Lot-Depth to Lot-Width Ratio)

1. That there are special circumstances or conditions affecting the property.
3 Lots Subdivision - Lot 1 is divided by Flood Plain - western portion heavily treed. Limited access to 206th.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
Yes - for reasons stated above.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.

No

A Subdivision of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PREPARED FOR:
David M. Barth and Carrie J. Barth
17113 W 84TH ST
LENEXA, KS 66219
PID NO. 198-34-0-00-00-007.01

Tract of land in the Southeast Quarter of Section 34, Township 11 North, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written and shown on a plat of the P.M.S. dated on March 9, 2024, to be fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 01 degrees 55'20" West for a distance of 1627.78 feet along the East line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence South 88 degrees 04'40" West for a distance of 322.71 feet; thence North 70 degrees 01'18" West for a distance of 1082.94 feet; thence North 89 degrees 18'57" West for a distance of 322.63 feet to the true point of said Southeast Quarter; thence North 01 degree 57'24" West for a distance of 355.98 feet along said West line to the Northwest corner of said Southeast Quarter; thence North 88 degrees 20'27" East for a distance of 2649.61 feet along the North line of said Southeast Quarter to the Northeast corner of said Southeast Quarter; thence South 01 degrees 55'20" East for a distance of 1018.19 feet along the East line of said Southeast Quarter to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.

Said property contains 44.45 acres, more or less, including road right of way.

Error of Closure: - 1.6188340

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Erosion and Sedimentation Control System may be required for all conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Structures shall conform to current Leavenworth County Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Lots 1 & 2, Lot 3 & Tract adjacent to and South of Lot 3, have shared access to 206th Street. Maintenance of the access drive is shared between appropriate Lots and Tracts.
- 7) Any building to be constructed in or near the Special Flood Hazard shall provide an elevation certificate to the Leavenworth County Engineer prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- 8) Lots 1, 2, and 3, are impacted by Special Flood Zones and are depicted hereon graphically.
- 9) Driveway construction within special flood zones will require a local floodplain fill and DWR approval. Fill permits may be required for driveway construction, location and engineering.
- 10) An exception to Article 50, Section 40-3.1, shall be required for driveway has been granted for Lot 1.
- 11) No off-plot restrictions.

R-5 - 5 Acre Rural Residential

- 2) This survey does not show ownership.
- 3) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Record Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing & Proposed Lots for Agriculture and Residential Use.
- 8) Record Record - See Survey
- 9) Benchmark - NAVD88
Project Benchmark (BM) - SE Cor - 1/2" Rebar - 827.5'
- 10) Easements, if any, are created herein or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 224R03647
- 12) Utility Companies -
 - Water - RWD 10
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Continental Land Title File Number 24464121 dated May 31, 2024.
- 14) Property is in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
- 15) Building Setback Lines as shown herein or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, not shown herein.
- 17) Easements as per referenced Title Commitment are shown herein, if any.
 - RWD 10 Easement Book 753 Page 276 falls as shown herein.
 - Oil and Gas Lease to Pioneer Petroleum, Inc. recorded in Book 551 at Page 1492.
- 18) Fence Lines do not necessarily denote the boundary line for the property.

References Surveys:

TBM - T.B.Melton Survey - S-15-05 #73 NKA 2005S073
BLUEBIRD ESTATES - Bk 16 Pg 31, 2005 NKA2005P00031
JAH - THREE CS RESERVE - Document No. 2016P00028
Doc No. 2024S017

- - 1/2" Bar Set with Cap No.1296
- - 1/2" Bar Set, unless otherwise noted.
- - Concrete Base to be Set around Point
- △ - PK Nail Found in Place
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/S/E - Drainage Easement
- D/S/L - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plan
- C - Centerline
- § - Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this Survey
- per agreement with client
- //// - No Vehicle Entrance Access

15X
NW COR SE 1/4
Sec. 34-11-21
1/2" Rebar Me
- Fence Cor. P

15Z
SW COR SE 1/4
Sec. 34-11-21
1/2" Rebar

REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of
_____, 2024 at _____ o'clock ____M in the Office of the Register of
Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: E & R ROLLING MEADOWS NORTH.

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

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

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

We, the undersigned owners of E & R ROLLING MEADOWS NORTH, have set our hands this _____ day of _____, 2024.

David M. Barth

Carrie J. Barth

Be it remembered that on this _____ day of _____ 2024, before me, a notary public in and for said County and State came David M. Barth and Carrie J. Barth, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

My Commission Expires: _____ (seal)

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of E & R ROLLING MEADOWS NORTH this _____ day of _____, 2024.

Secretary
John Jacobson

Chairperson
Marcus Majure

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

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of E & R ROLLING MEADOWS NORTH this _____ day of _____, 2024.

Chairperson
Jeff Culbertson

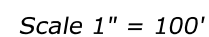
County Clerk
Attest: Janet Klasinski

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

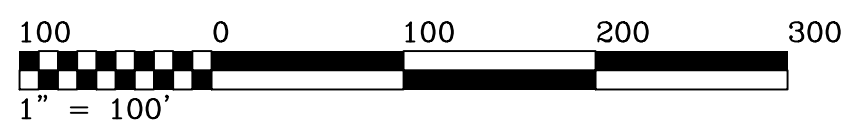
Daniel Baumchen, PS#1363
County Surveyor

I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of March through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296



Job # K-24-1769 North
June 13, 2024 Rev. 8-19-24



E & R ROLLING MEADOWS NORTH

A Subdivision of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:
David M. Barth and Carrie J. Barth
17113 W 84TH ST
LENEXA, KS 66219
PID NO. 198-34-0-00-00-007.01

RECORD DESCRIPTION:
Tract of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on March 9, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 01 degrees 55'20" West for a distance of 1627.78 feet along the East line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence South 88 degrees 04'40" West for a distance of 322.71 feet; thence North 70 degrees 00'18" West for a distance of 1082.94 feet; thence North 89 degrees 18'57" West for a distance of 1322.63 feet to the West line of said Southeast Quarter; thence North 01 degrees 57'24" West for a distance of 565.98 feet along said West line to the Northwest corner of said Southeast Quarter; thence North 88 degrees 20'27" East for a distance of 2649.01 feet along the North line of said Southeast Quarter to the Northeast corner of said Southeast Quarter; thence South 01 degrees 55'20" East for a distance of 1018.19 feet along the East line of said Southeast Quarter to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.
Said property contains 44.45 acres, more or less, including road right of way.
Error of Closure: 1 - 6188340

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Lots 1 & 2, Lot 3 & Tract adjacent to and South of Lot 3, have shared access to 206th Street. Maintenance of the access drive is shared between appropriate Lots and Tracts.
- 7) Any building to be constructed in or near the Special Flood Hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- 8) Lots 1, 2, and 3, are impacted by Special Flood Zones and are depicted hereon graphically.
- 9) Driveway construction withing special flood zones will require a local floodplain fill and DWR floodplain fill permit. Other DWR permits may be required per driveway location and engineering.
- 10) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 1
- 11) No off-plat restrictions.

ZONING:

R-5 - 5 Acre Rural Residential

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Record Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing & Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
Project Benchmark (BM) - SE Cor - 1/2" Rebar - 827.5'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2024R03647
- 12) Utility Companies -
 - Water - RWD 10
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Continental Land Title File Number 24464121 dated May 31, 2024.
- 14) Property is in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, not shown hereon.
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
 - RWD 10 Easement Book 753 Page 276 falls as shown hereon.
 - Oil and Gas Lease to Pioneer Petroleum, Inc. recorded in Book 551 at Page 1492.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - TBM - T.B. Melton Survey - S-15-05 #73 NKA 20055073
 - DGW - BLUEBIRD ESTATES - Bk 16 Pg 31, 2005 NKA2005P00031
 - JAH - THREE Cs RESERVE - Document No. 2016P00028 Doc No. 2024S017

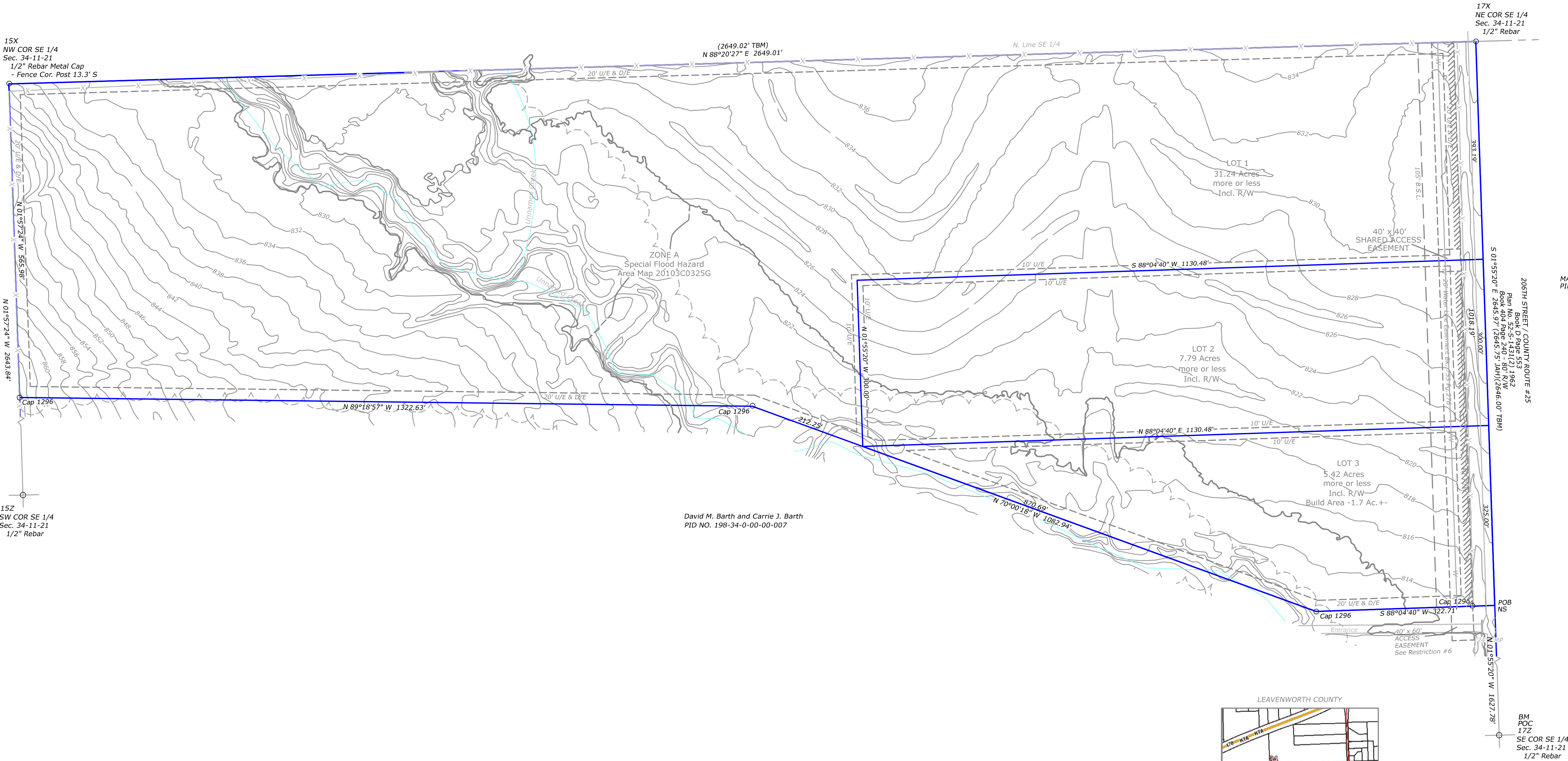
LEGEND:

- - 1/2" Bar Set with Cap No. 1296
- - 1/2" Bar Found, unless otherwise noted.
- - Concrete Base to be Set around Point
- △ - PK Nail Found in Place
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- Centerline
- Section Line
- BM - Benchmark
- DIRECTION OF WATER FLOW
- Power Pole
- X - Fence Line
- OHP - Overhead Power Lines
- T - Underground Telephone/Fiber Optic Line
- ◇ - Gas Valve
- Water Meter/Valve
- Telephone Pedestal
- W - 6" Water Line - location as per district
- POB - Point of Beginning
- POC - Point of Commencing
- Tree/Brush Line
- NS - Not Set this Survey per agreement with client
- //// - No Vehicle Entrance Access

DRAKE, RICHARD D JR & DRAKE, MICHAEL J
PID NO. 198-34...002.03

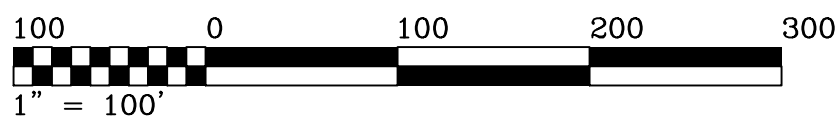
OELSCHLAEGER, EVERETT J; TRUST
PID 198-34...006

MARTIN, JOHN A & CAROLYN
PID 197-35...012.01



Scale 1" = 100'

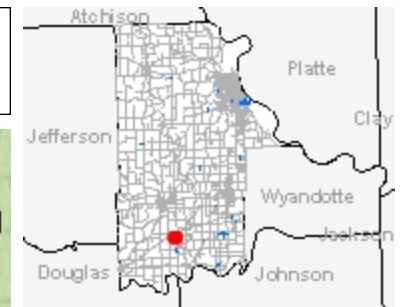
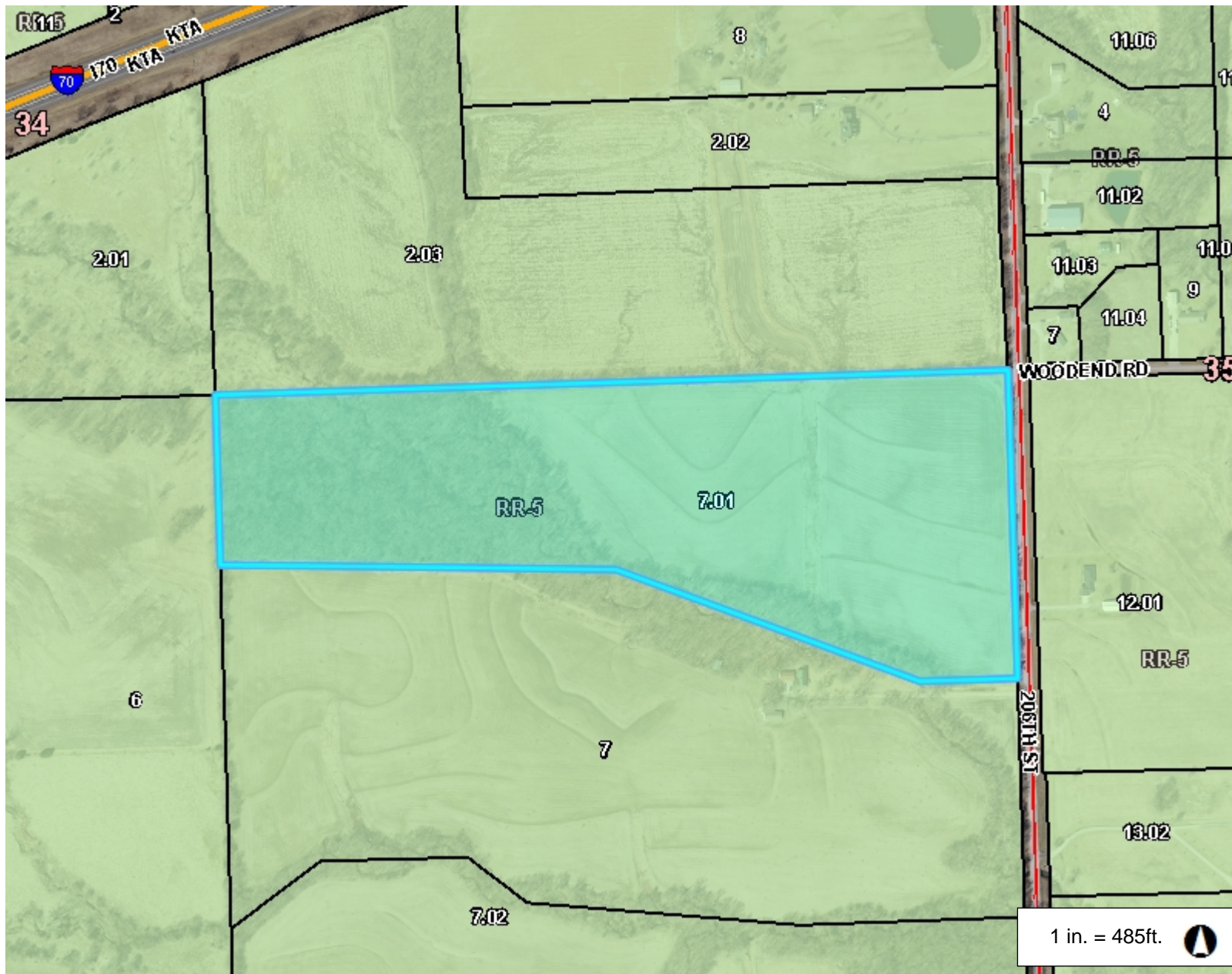
Job # K-24-1769 North
June 13, 2024 Rev. 8-19-24



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of March through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

DEV-24-080/081 E&R Rolling Meadows North



Legend

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

1 in. = 485ft.



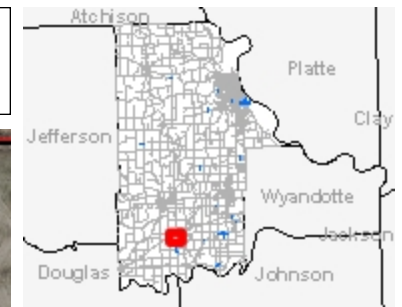
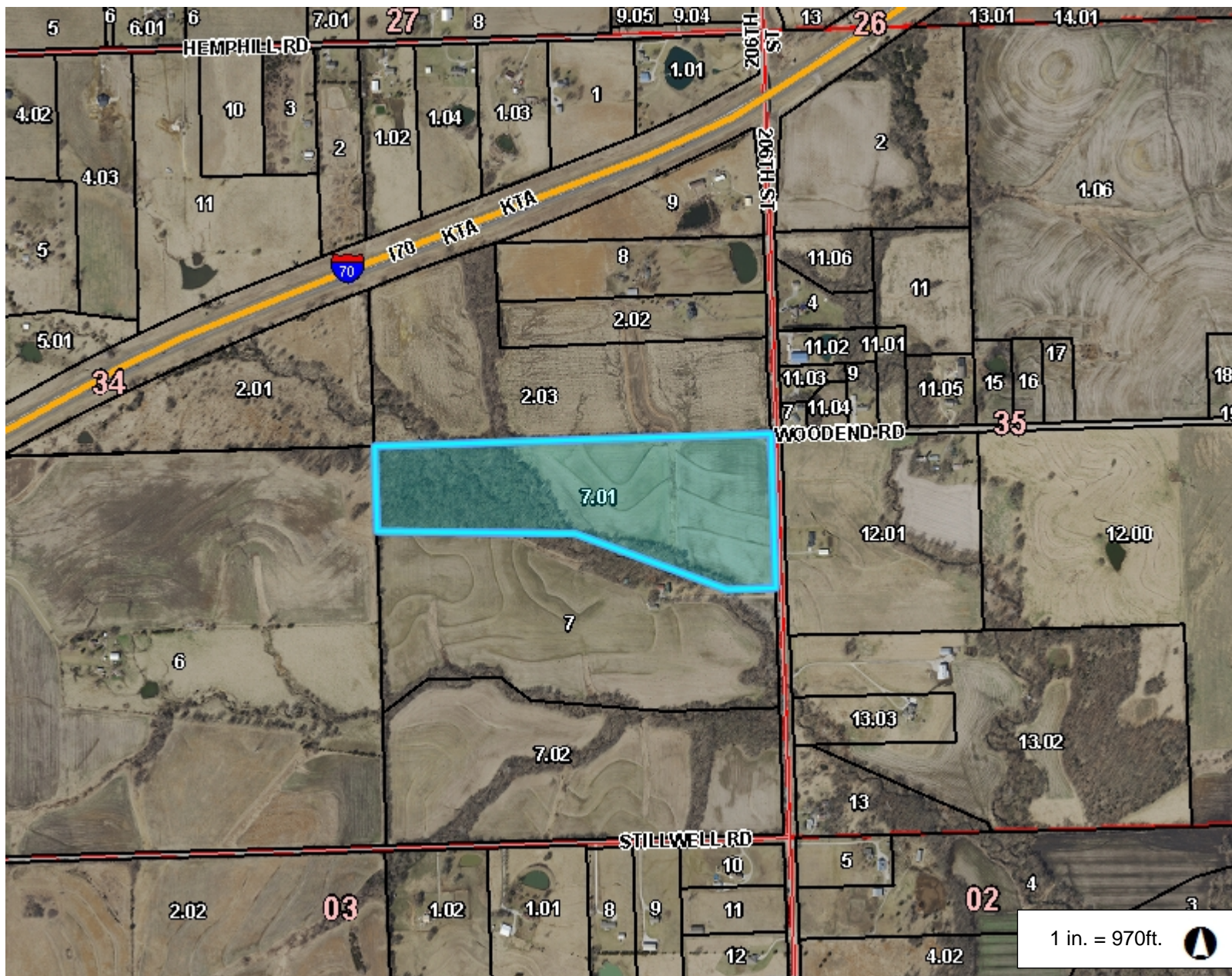
970.0 0 485.00 970.0 Feet

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

Notes

DEV-24-080/081 E&R Rolling Meadows North



Legend

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

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Allison, Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Friday, June 21, 2024 3:56 PM
To: PZ
Subject: Fw: E & R Rolling Meadows NORTH - Fire Response

Follow Up Flag: Follow up
Flag Status: Completed

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.

See below

Thank you - Joe Herring

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

From: Dylan Ritter <dritter@lvcofd2.com>
Sent: Friday, June 21, 2024 2:33 PM
To: Joe Herring <herringsurveying@outlook.com>
Subject: Re: E & R Rolling Meadows NORTH

Fire District #2 has no comments or concerns.

Thank you

On Thu, Jun 13, 2024 at 7:14 AM Joe Herring <herringsurveying@outlook.com> wrote:
Here is the second plat for this area.
Please provide the standard service letter for Leavenworth County.

Thank you - Joe Herring

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

From: Joe Herring
Sent: Tuesday, June 11, 2024 2:05 PM

To: rwd10@conleysandu.com <rwd10@conleysandu.com>; 'kritter@shermanfire.net' <kritter@shermanfire.net>;

Boone Heston <Boone.Heston@evergy.com>

Subject: E & R Rolling Meadows South

Please see the attached project and provide the standard service letter for Leavenworth County.

RWD 10 - do not believe there is a line along Stillwell - Lots are purposefully above 5 acres for allowance of wells.

Thank you - Joe Herring

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

--

Dylan Ritter
Assistant Chief
Leavenworth County Fire District #2
100 Main Street
P.O. Box 270
Linwood, KS, 66052
(913) 339-8973



June 13, 2024

To Whom It May Concern:

This letter is to Inform you that Evergy will provide electrical power to the area pictured below per request of Joe Herring.

Without knowing required load this letter does not guarantee we currently have capacity and additional build may be needed.



E & R Rolling Meadows North Plat

Steven Heath

Evergy

TD Designer I

steven.heath@evergy.com

☎ 785-865-4857



June 13, 2024

Herring Surveying Company
315 North 5th Street
Leavenworth, KS 66048

RE: Preliminary and Final Plat for a 3-lot subdivision at 206th and Stillwell

Dear Joe Herring:

This letter is in response to your request for comments for the preliminary and final plat for a 3-lot subdivision at 206th and Stillwell.

RWD10 has an existing main and can provide water service along 206th St.

On Stillwell, west of 206th St, beyond 1300 ft, a line extension would be required.

If you have any additional questions or concerns, please do not hesitate to contact us.

Regards,

Steve Conley
RWD | District Manager

Allison, Amy

From: Anderson, Kyle
Sent: Monday, July 8, 2024 10:19 AM
To: Allison, Amy
Subject: RE: RE: DEV-24-080/081 Preliminary and Final Plat - E&R Rolling Meadows North

We have not received any complaints on this property, and we are not aware of any septic systems currently installed on it.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Monday, July 8, 2024 9:48 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-24-080/081 Preliminary and Final Plat - E&R Rolling Meadows North

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary Plat for a 3-lot subdivision at 00000 206th Street (PID 198-34-0-00-00-007.01).

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 Monday, July 22nd.

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

Thank you,

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

Disclaimer

07-19-24
Combined PW
Review
No Comment

E & R Rolling Meadows North

Leavenworth County Kansas

Drainage Report

June 9, 2024



E & R ROLLING MEADOWS NORTH

A Subdivision of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:

David M. Barth and Carrie J. Barth
17113 W 84TH ST
LENEXA, KS 66219
PID NO. 198-34-0-00-00-007.01

RECORD DESCRIPTION:

Tract of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on March 9, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 01 degrees 55'20" West for a distance of 1627.78 feet along the East line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence South 88 degrees 04'40" West for a distance of 322.71 feet; thence North 70 degrees 00'18" West for a distance of 1082.94 feet; thence North 89 degrees 18'57" West for a distance of 1322.63 feet to the West line of said Southeast Quarter; thence North 01 degrees 57'24" West for a distance of 565.98 feet along said West line to the Northwest corner of said Southeast Quarter; thence North 88 degrees 20'27" East for a distance of 2649.01 feet along the North line of said Southeast Quarter to the Northeast corner of said Southeast Quarter; thence South 01 degrees 55'20" East for a distance of 1018.19 feet along the East line of said Southeast Quarter to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 44.45 acres, more or less, including road right of way. Error of Closure: 1 - 6188340

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Lots 1 & 2, Lot 3 & Tract adjacent to and South of Lot 3, have shared access to 206th Street. Maintenance of the access drive is shared between appropriate Lots and Tracts.
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- 8) Lots 1, 2, and 3, are impacted by Special Flood Zones and are depicted hereon graphically.
- 9) Driveway construction within special flood zones will require a local floodplain fill and DWR floodplain fill permit. Other DWR permits may be required per driveway location and engineering.
- 10) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 1
- 11) No off-plat restrictions.

ZONING:

R-5 - 5 Acre Rural Residential

NOTES:

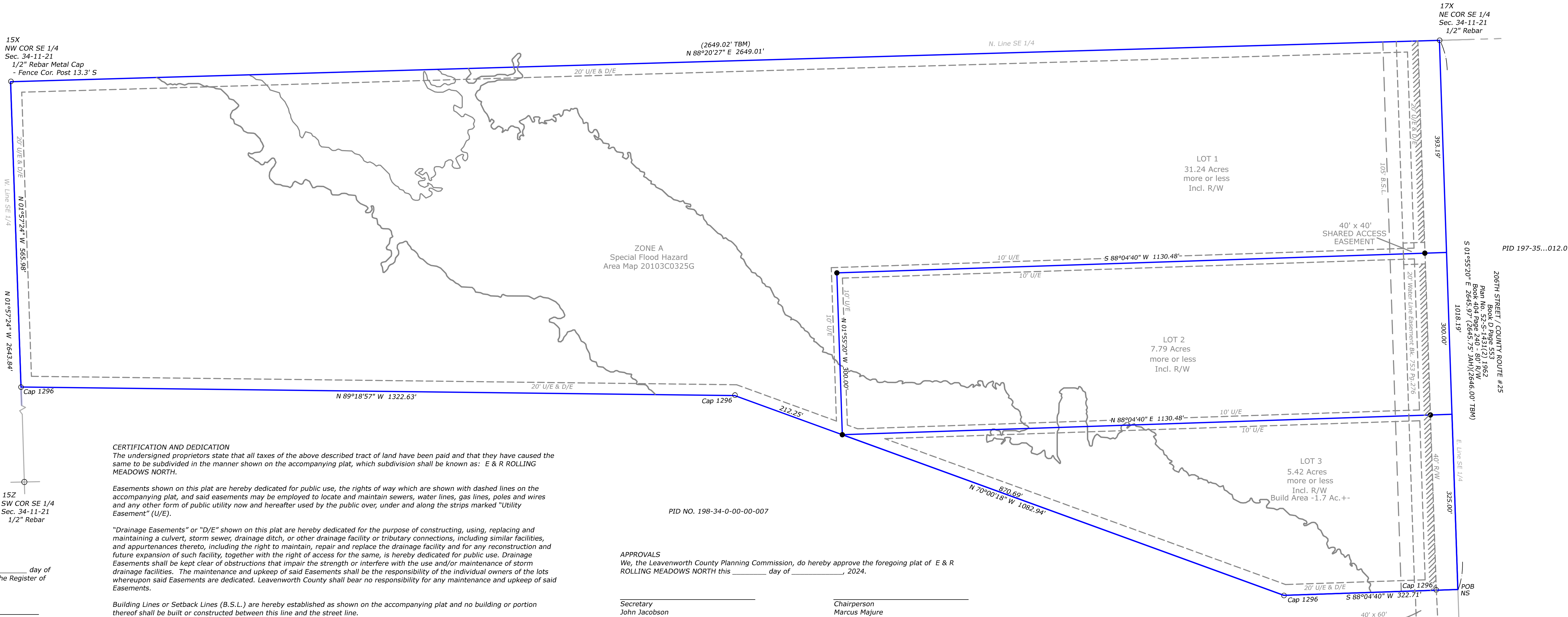
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- 4) Error of Closure - See Record Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing & Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD83
- 10) Project Benchmark (BM) - SE Cor - 1/2" Rebar - 827.5'
- 11) Easements, if any, are created hereon or listed in referenced title commitment.
- 12) Reference Recorded Deed Doc # 2024R03647
- 13) Utility Companies -
 - Water - RWD 10
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 14) Reference Continental Land Title File Number 24464121 dated May 31, 2024.
- 15) Property is in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
- 16) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
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- 20) Reference Surveys:
 - TBM - T.B. Melton Survey - S-15-05 #73 NKA 20055073
 - DGW - BLUEBIRD ESTATES - BK 16 Pg 31, 2005 NKA2005P00031
 - JAH - THREE Cs RESERVE - Document No. 2016P00028 Doc No. 2024S017

LEGEND:

- - 1/2" Bar Set with Cap No. 1296
- - 1/2" Bar Found, unless otherwise noted.
- - Concrete Base to be Set around Point
- △ - PK Nail Found in Place
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
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- SL - Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this Survey per agreement with client
- //// - No Vehicle Entrance Access

09-03-24
Combined PW
Review
No Further
Comment

PID NO. 198-34...002.03



CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: E & R ROLLING MEADOWS NORTH.

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

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

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

IN TESTIMONY WHEREOF,

We, the undersigned owners of E & R ROLLING MEADOWS NORTH, have set our hands this _____ day of _____, 2024.

David M. Barth

Carrie J. Barth

NOTARY CERTIFICATE:

Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State came David M. Barth and Carrie J. Barth, a married couple, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC

My Commission Expires: _____

(seal)

APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of E & R ROLLING MEADOWS NORTH this _____ day of _____, 2024.

Secretary
John Jacobson

Chairperson
Marcus Majure

COUNTY ENGINEER'S APPROVAL:

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

County Engineer - Mitch Pleak

COUNTY COMMISSIONER'S APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of E & R ROLLING MEADOWS NORTH this _____ day of _____, 2024.

Chairperson
Jeff Culbertson

County Clerk
Attest: Janet Klasinski

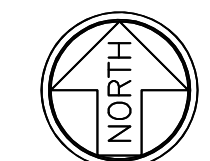
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Daniel Baumchen, PS#1363
County Surveyor



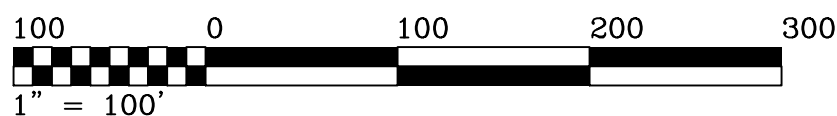
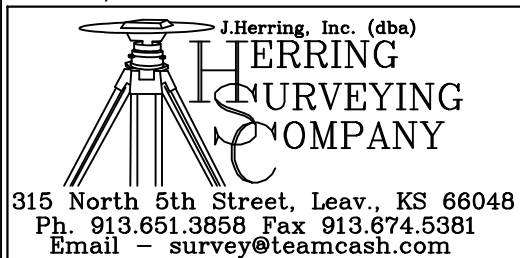
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Joseph A. Herring
PS # 1296



Scale 1" = 100'

Job # K-24-1769 North
June 13, 2024 Rev. 8-19-24



E & R ROLLING MEADOWS NORTH

A Subdivision of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:

David M. Barth and Carrie J. Barth
17113 W 84TH ST
LENEXA, KS 66219
PID NO. 198-34-0-00-00-007.01

RECORD DESCRIPTION:

Tract of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on March 9, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 01 degrees 55'20" West for a distance of 1627.78 feet along the East line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence South 88 degrees 04'40" West for a distance of 322.71 feet; thence North 70 degrees 00'18" West for a distance of 1082.94 feet; thence North 89 degrees 18'57" West for a distance of 1322.63 feet to the West line of said Southeast Quarter; thence North 01 degrees 57'24" West for a distance of 565.98 feet along said West line to the Northwest corner of said Southeast Quarter; thence North 88 degrees 20'27" East for a distance of 2649.01 feet along the North line of said Southeast Quarter to the Northeast corner of said Southeast Quarter; thence South 01 degrees 55'20" East for a distance of 1018.19 feet along the East line of said Southeast Quarter to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 44.45 acres, more or less, including road right of way. Error of Closure: 1 - 6188340

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy. Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) Lots 1 & 2, Lot 3 & Tract adjacent to and South of Lot 3, have shared access to 206th Street. Maintenance of the access drive is shared between appropriate Lots and Tracts.
- 7) Any building to be constructed in or near the Special Flood Hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- 8) Lots 1, 2, and 3, are impacted by Special Flood Zones and are depicted hereon graphically.
- 9) Driveway construction within special flood zones will require a local floodplain fill and DWR floodplain fill permit. Other DWR permits may be required per driveway location and engineering.
- 10) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 1
- 11) No off-plat restrictions.

ZONING:

R-5 - 5 Acre Rural Residential

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Record Description
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing & Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88 Project Benchmark (BM) - SE Cor - 1/2" Rebar - 827.5'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2024R03647
- 12) Utility Companies -
 - Water - RWD 10
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Continental Land Title File Number 24464121 dated May 31, 2024.
- 14) Property is in a Special Flood Hazard Area per FEMA FIRM Map 20103C0325G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, not shown hereon.
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
 - RWD 10 Easement Book 753 Page 276 falls as shown hereon.
 - Oil and Gas Lease to Pioneer Petroleum, Inc. recorded in Book 551 at Page 1492.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - TBM - T.B. Melton Survey - S-15-05 #73 NKA 20055073
 - DGW - BLUEBIRD ESTATES - Bk 16 Pg 31, 2005 NKA2005P00031
 - JAH - THREE Cs RESERVE - Document No. 2016P00028 Doc No. 2024S017

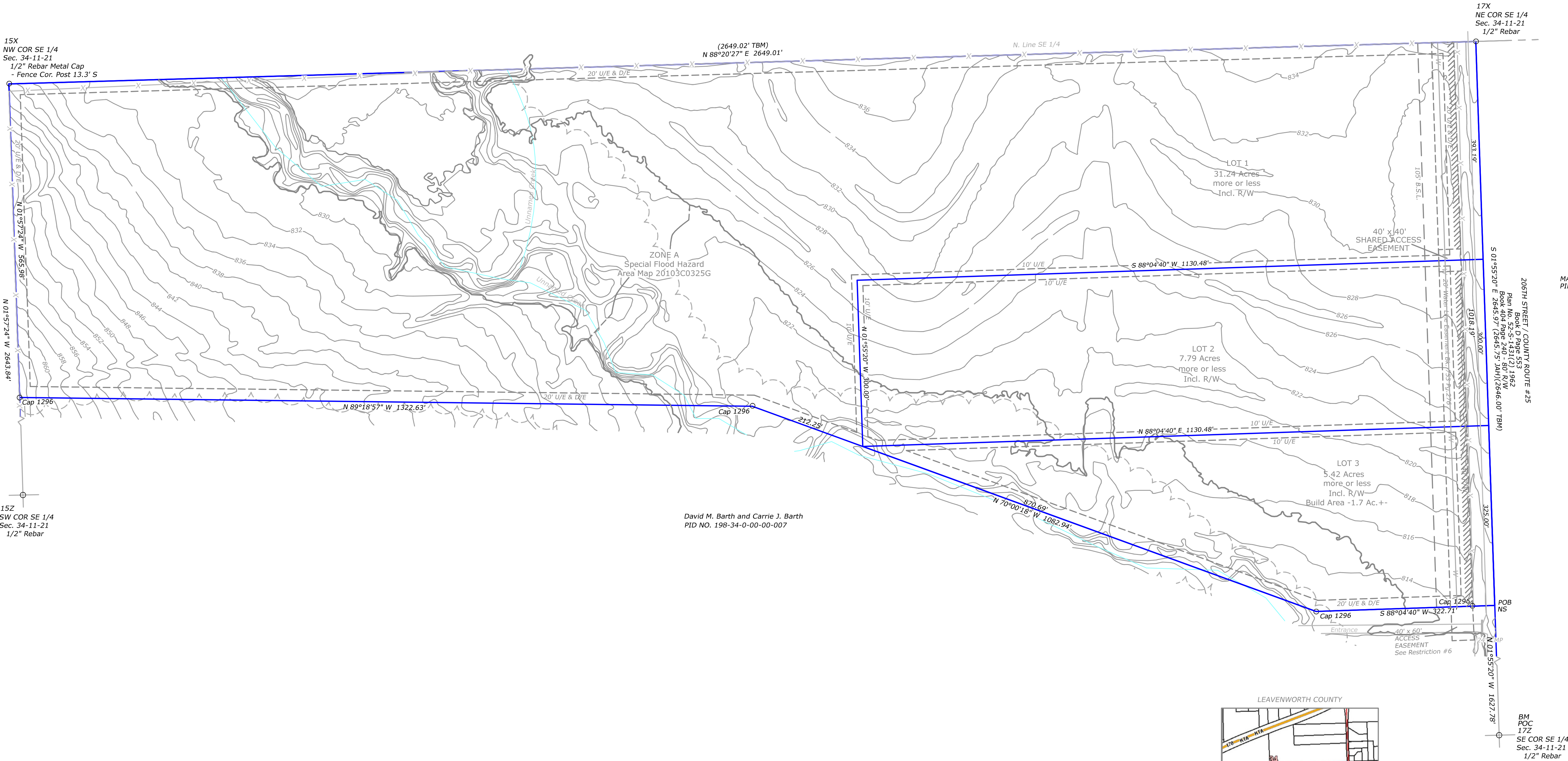
LEGEND:

- - 1/2" Bar Set with Cap No. 1296
- - 1/2" Bar Found, unless otherwise noted.
- - Concrete Base to be Set around Point
- △ - PK Nail Found in Place
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- Centerline
- Section Line
- BM - Benchmark
- DIRECTION OF WATER FLOW
- Power Pole
- X - Fence Line
- OHP - Overhead Power Lines
- T - Underground Telephone/Fiber Optic Line
- ◇ - Gas Valve
- Water Meter/Valve
- Telephone Pedestal
- W - 6" Water Line - location as per district
- POB - Point of Beginning
- POC - Point of Commencing
- Tree/Brush Line
- NS - Not Set this Survey per agreement with client
- //// - No Vehicle Entrance Access

DRAKE, RICHARD D JR & DRAKE, MICHAEL J
PID NO. 198-34...002.03

OELSCHLAEGER, EVERETT J; TRUST
PID 198-34...006

MARTIN, JOHN A & CAROLYN
PID 197-35...012.01

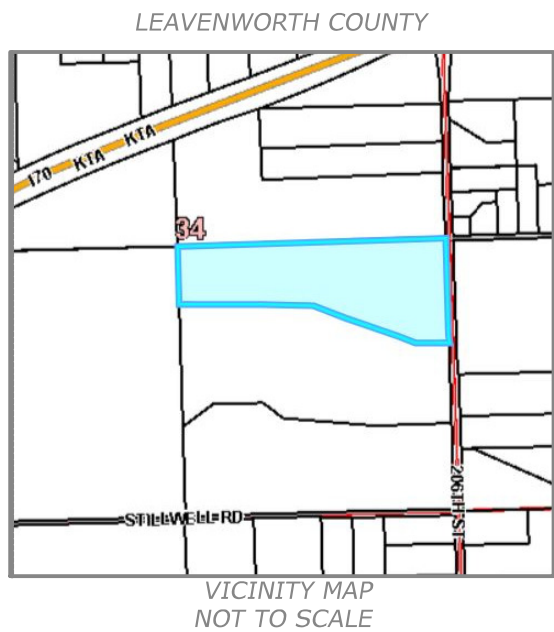
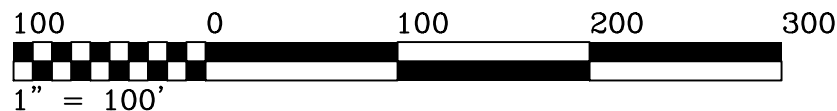


David M. Barth and Carrie J. Barth
PID NO. 198-34-0-00-00-007



Scale 1" = 100'

Job # K-24-1769 North
June 13, 2024 Rev. 8-19-24



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of March through June 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

E & R ROLLING MEADOWS NORTH

A Subdivision of land in the Southeast Quarter of Section 34, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:

David M. Barth and Carrie J. Barth
17113 W 84TH ST
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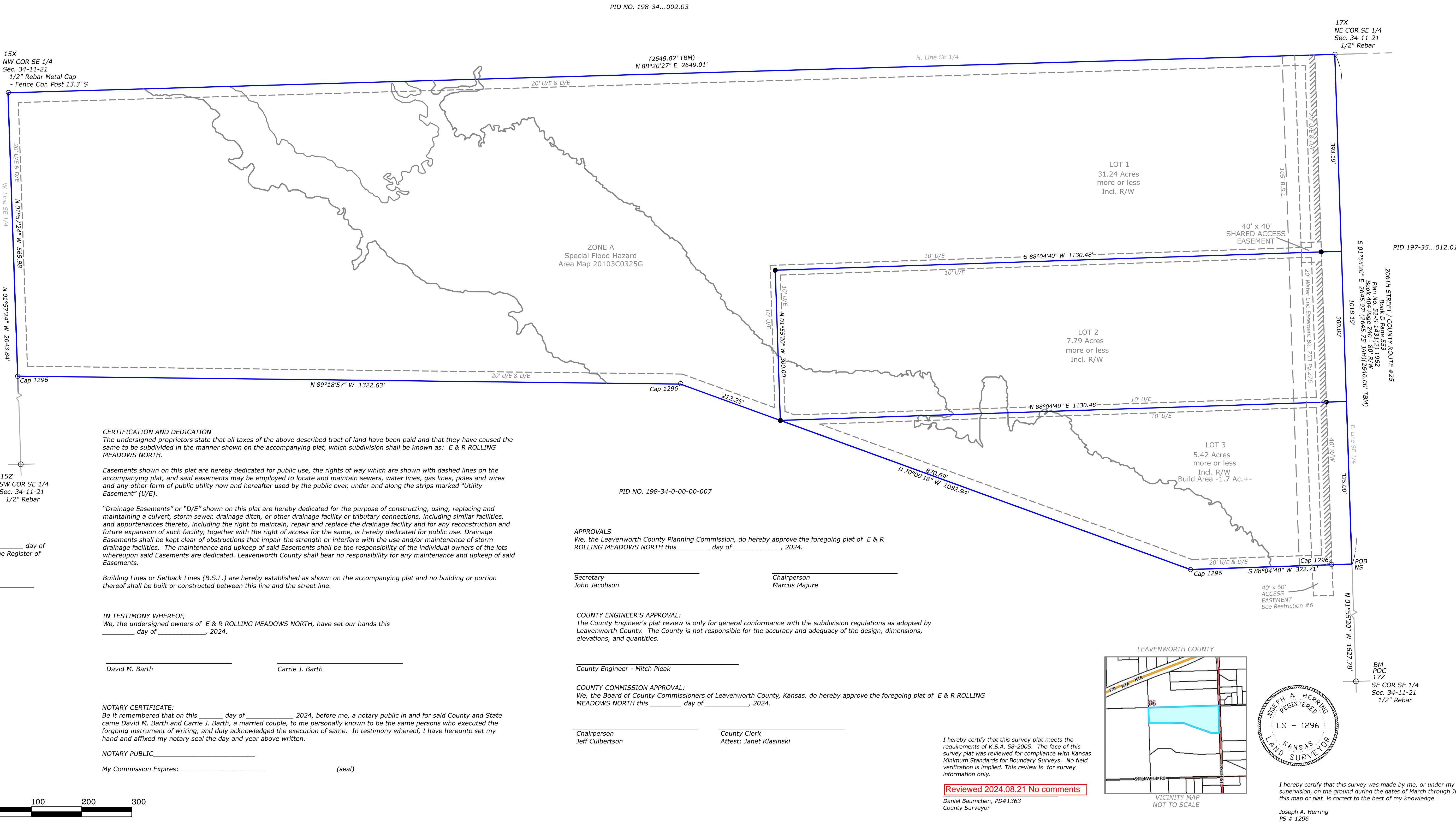
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- 8) Road Record - See Survey
- 9) Benchmark - NAVD83
Project Benchmark (BM) - SE Cor - 1/2" Rebar - 827.5'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2024R03647
- 12) Utility Companies -
 - Water - RWD 10
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
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- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- ⊕ - Centerline
- ⊗ - Section Line
- BM - Benchmark
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this Survey per agreement with client
- //// - No Vehicle Entrance Access



**Leavenworth County
Request for Board Action
Case No. DEV-24-085 & 086
Preliminary & Final Plat Dodge Addition No 2**

Date: September 25, 2024
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ Administrator Review ☒ Legal Review ☒

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-086 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to divide a 30.40 acre parcel into three (3) lots. The Subdivision is classified as a Class C with all lots lying 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 3). Lots range in size from 5.11 to 21 acres. An exception is needed for an Accessory structure to remain on lot without a principal structure. All lots meet the requirements for the RR-2.5 zoning district. During the Preliminary Plat phase, exceptions were granted for:

1. Exception to Article 50 Section 40.3.h. Accessory structure without a principle structure

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations. As well as the approved exceptions.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-24-086, Final Plat for Dodge Addition No 2 subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-086, Final Plat for Dodge Addition No 2, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-086, Final Plat for Dodge Addition No 2, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-086, Final Plat for Dodge Addition No 2, with Findings of Fact; or

4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-085 & 086 Dodge Addition No 2

September 11, 2024

REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 00000 CANTRELL ROAD



APPLICANT/APPLICANT AGENT:

AUSTIN THOMPSON
ATLAS LAND CONSULTING

PROPERTY OWNER:

Sweeney/Di Joseph, Jacob/Devin
PO Box 174
Linwood, KS 66052

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:
COUNTY ROAD 1

LEGAL DESCRIPTION:

A replat of Lot 2, Dodge Addition, a subdivision of land in Leavenworth County Kansas.

SUBDIVISION: Dodge Addition

FLOODPLAIN: A small portion of Zone A

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-085 & 086, Preliminary & Final Plat for Dodge Addition No 2, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-085 & 086, Preliminary & Final Plat for Dodge Addition No 2 to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 30.40 ACRES

PARCEL ID NO:

222-04-0-00-00-011

BUILDINGS:

Existing Building

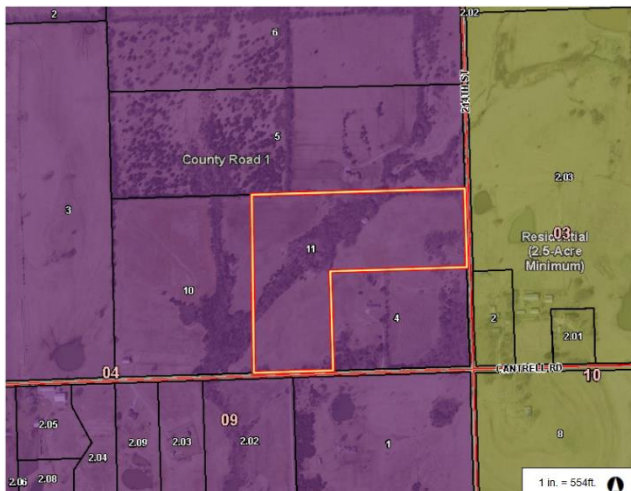
PROJECT SUMMARY:

Request for Preliminary & Final plat approval to subdivide property located at 00000 Cantrell Road (222-04-0-00-00-011) as Lots 01 through 03 of Dodge Addition No 2.

ACCESS/STREET:

CANTRELL ROAD/ 214TH ST.
LOCAL, GRAVEL, ±27' WIDE

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: FD# 2

WATER: RWD 10

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

9/5/2024

NEWSPAPER NOTIFICATION:

N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**

N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Exception needed from Article 50, Section 40.3.h. Accessory structure to remain on lot without a principal structure.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide a 30.40 acre parcel into three (3) lots. The Subdivision is classified as a Class C with all lots lying 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 3). Lots range in size from 5.11 to 21 acres. An exception is needed for an Accessory structure to remain on lot without a principal structure. All lots meet the requirements for the RR-2.5 zoning district.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.h. – Accessory structure to remain on a lot without a principal structure. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.h. – Accessory structure to remain on lot without a principal structure conformance with the Zoning & Subdivision Regulations for the Dodge Addition No 2 subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. An exception from Article 50, Section 40.3.h Accessory structure to remain on lot without a principal structure has been granted for Lot 3.
6. The developer must comply with the following memorandums:
 Memo – Chuck Magaha, dated July 9, 2024
 Memo – Everygy, dated July 2, 2024
 Email – Code Enforcement, dated July 19, 2024

ATTACHMENTS:

A: Application & Narrative

B: Zoning Map

C: Road Map (A minimum of 1/4 mile)

D: Memorandums

FINAL PLAT APPLICATION

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

Office Use Only

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

APPLICANT/AGENT INFORMATION

OWNER INFORMATION

NAME: Austin Thompson - Atlas Land Consulting NAME: Jacob Sweeney & Devin Di Joseph
MAILING ADDRESS: 14500 Parallel Rd Unit R MAILING ADDRESS: PO Box 174
CITY/ST/ZIP: Basehor, KS 66007 CITY/ST/ZIP: Linwood, KS 66052
PHONE: 913-702-8916 PHONE: _____
EMAIL: austin@alconsult-llc.com EMAIL: devindijoseph@yahoo.com & jsweeney5460@gmail.com

GENERAL INFORMATION

Proposed Subdivision Name: Dodge Addition No. 2
Address of Property: Cantrell Rd - PO Box 174 Linwood, KS 66052
PID: 2220400000011000 Urban Growth Management Area: _____

SUBDIVISION INFORMATION

Gross Acreage: 30.61 AC	Number of Lots: 3	Minimum Lot Size: 4.90 ACRES
Maximum Lot Size: 20.65 ACRES	Proposed Zoning: RR 2.5	Density:
Open Space Acreage:	Water District: RWD 10	Proposed Sewage: Septic
Fire District:	Electric Provider: Evergy	Natural Gas Provider:
Covenants: <input type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <i>Local – Collector - Arterial – State - Federal</i>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Is any part of the site designated as Floodplain? ☒ Yes ☐ No if yes, what is the panel number: 20103C0325G

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Austin Thompson Date: 04/22/2024

ATTACHMENT A

INFORMATIONAL REPORT

ISSUED BY
MCCAFFREE-SHORT TITLE COMPANY, INC.

SCHEDULE A

File No.: L24-29701

1. Effective Date: March 22, 2024 at 08:00 AM

2. Policy (or Policies) to be issued:

a. Informational Report Only

Total Charge: \$250.00

3. The estate or interest in the land described or referred to in this Commitment is:
(Identify estate covered, i.e. Fee, Leasehold, etc.)

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Jacob Sweeney and Devin Di Joseph

5. The land referred to in this Commitment is described as follows:

Lot 2, DODGE ADDITION, a tract of land in the South Half of the Southeast Quarter of Section 4, Township 12 South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas.

McCaffree-Short Title Company



Tracy L. Johnson, Agent No. 5057588

(This Schedule A valid only when Schedule B is attached)

OWNER AUTHORIZATION

I/WE Devin Di Joseph + Jacob Sweeney, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 20th day of April, 2024 make the following statements, to wit:

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

See Attachment "A" attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize Austin Thompson with Atlas Land Consulting (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, Parcel R310016 (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of the applicant in the application process.
3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

Devin Di Joseph
Owner

Jacob S. Sweeney
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 20th day of 4, 2024,
by Matt Epley

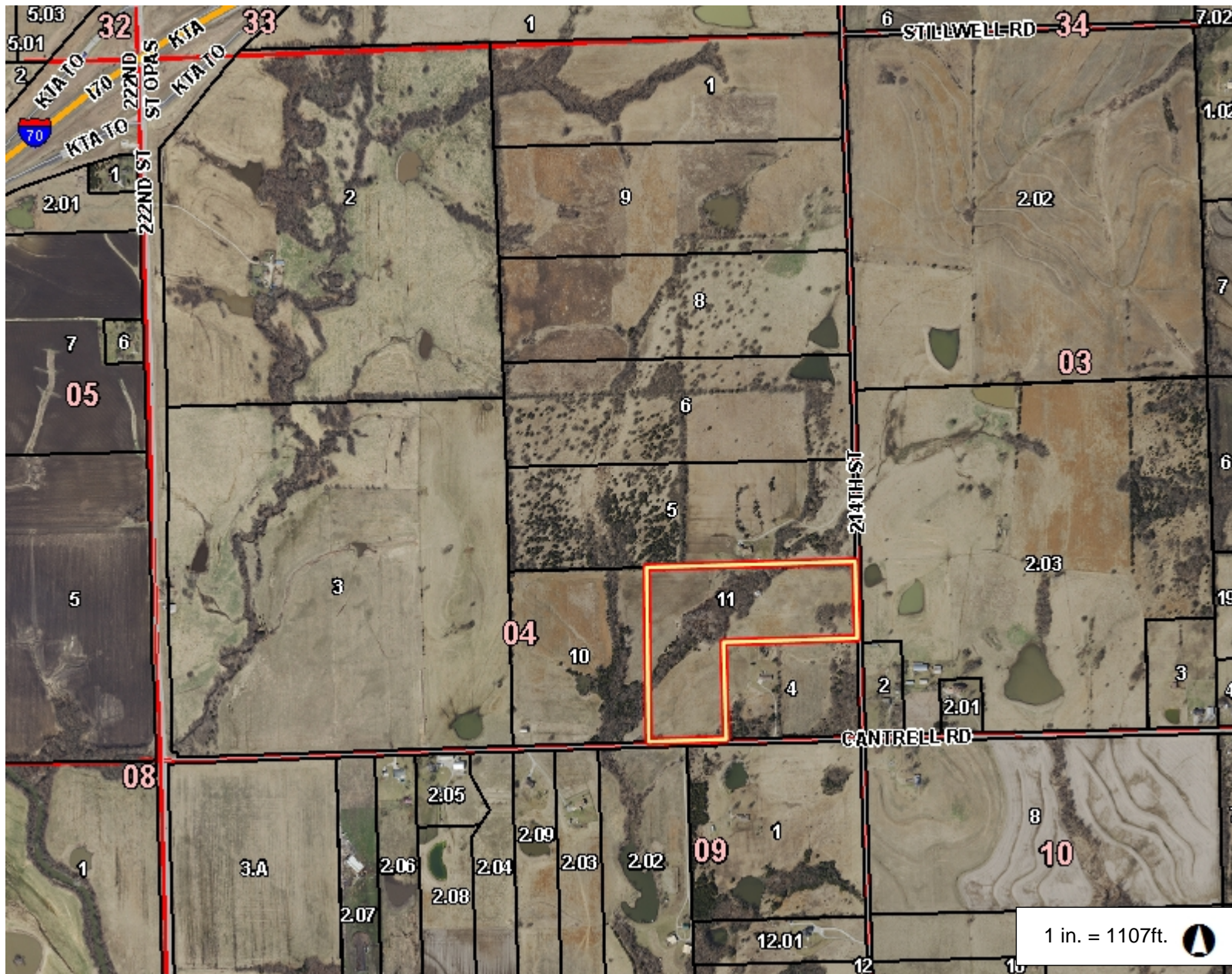
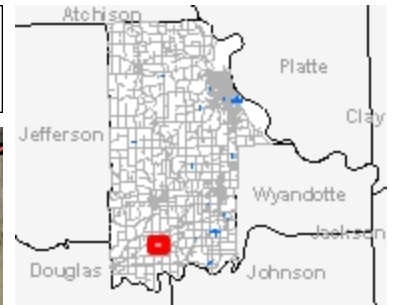
My Commission Expires: 02/21/28



[Signature]
Notary Public

ATTACHMENT B

Leavenworth County, KS



Legend

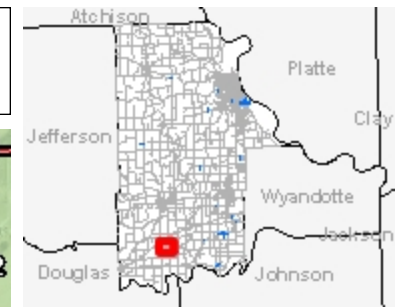
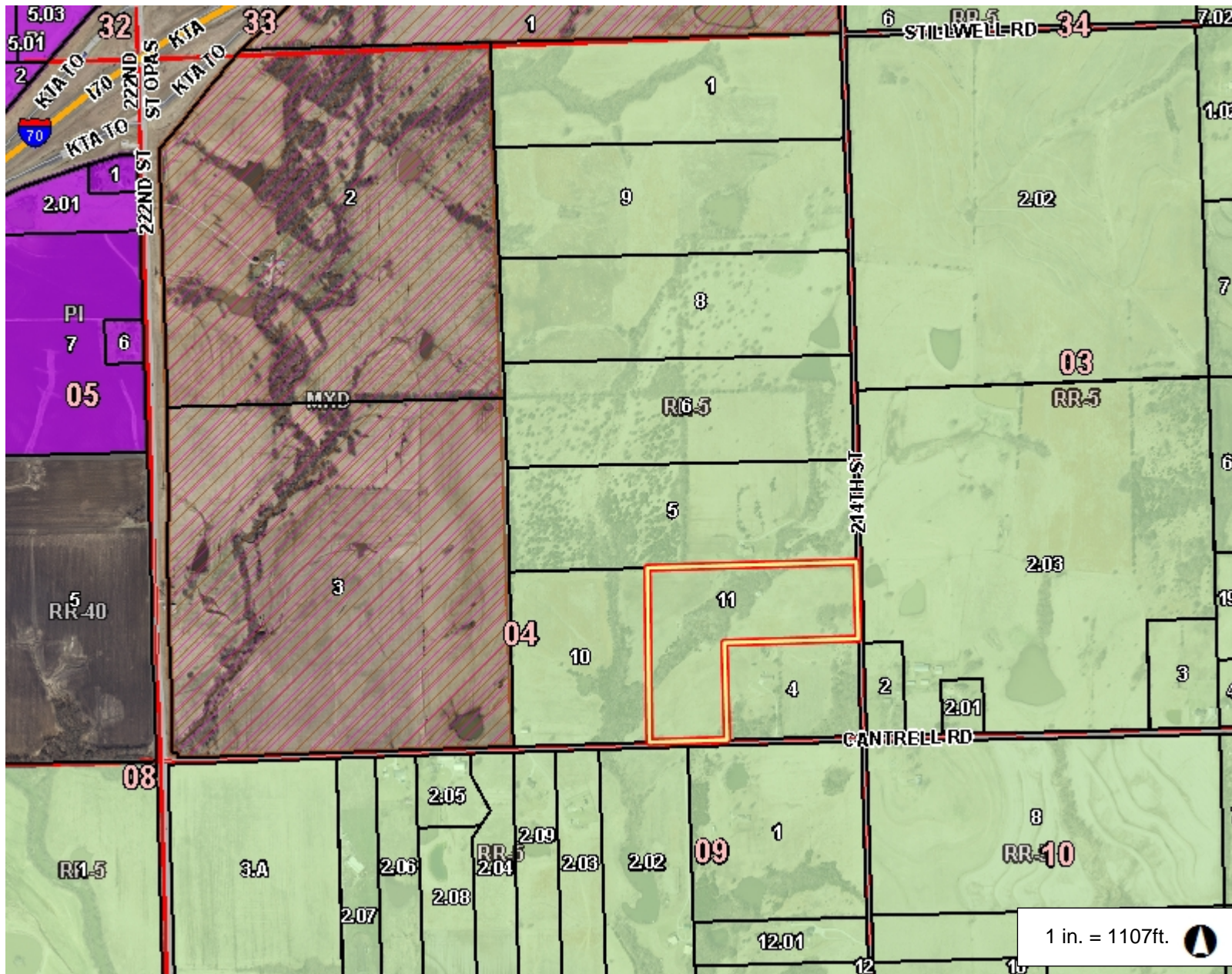
- Parcel Number
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
 - <all other values>
 - PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Leavenworth County, KS



Legend

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

Notes

2,214.5 0 1,107.25 2,214.5 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.

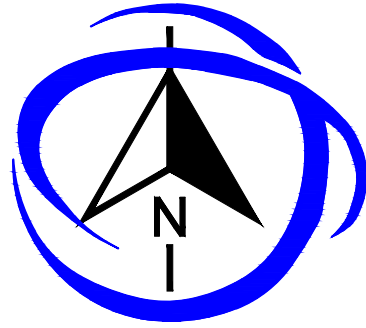
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

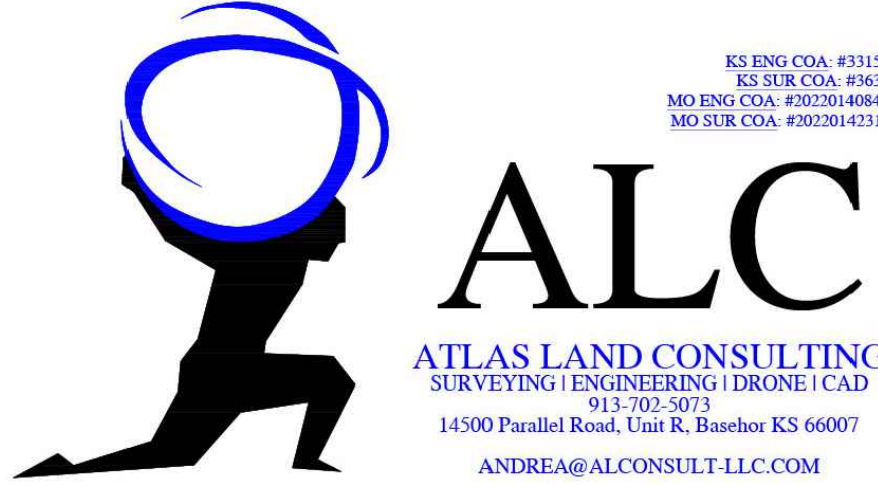
1. That there are special circumstances or conditions affecting the property.
-The special circumstance for Lot 3, is the structures is existing. Splitting the property allows each lot to have one accessory structure. The exception can be removed once a residential home is built on these lots. It doesn't make sense to tear down the buildings, just to one day have someone rebuild an accessory structure with their home.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
-The variance is necessary because this is creating a hardship on the owners. Requiring them to destroy accessory structures cost money. Also, they have value to the property as existing, and could affect the value of the property.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.
-Granting the variance will have no affect on the public welfare or injurious to adjacent properties. The buildings are already existing.



DODGE ADDITION NO. 2

A REPLAT OF LOT 2, DODGE ADDITION, A SUBDIVISION OF LAND IN
LEAVENWORTH COUNTY, KANSAS

UTILITIES
EVERY - 800-383-1183
RURAL WATER DISTRICT 10 - 913-856-7375



PRELIMINARY PLAT

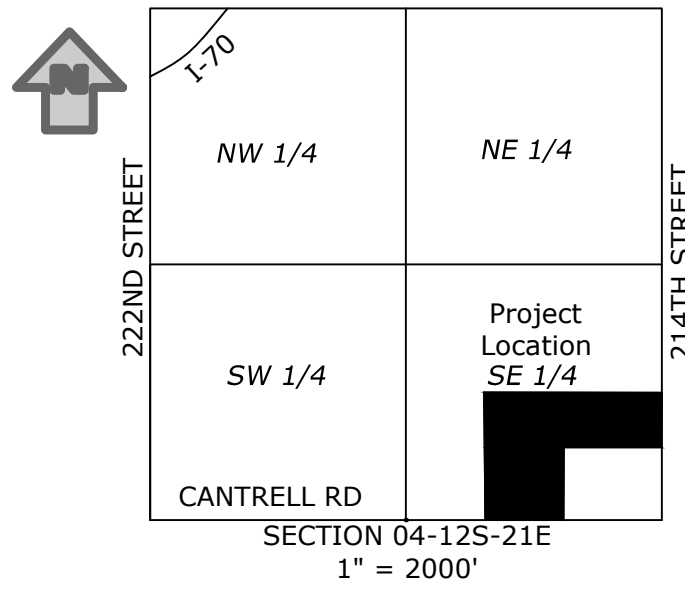
LEGEND

- △ DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" x 24" REBAR IN CONCRETE WITH CAP ALC KS CLS 363 MO CLS 2022014231
- DENOTES FOUND PROPERTY CORNER AS NOTED
- B/L BUILDING LINE
- U/E UTILITY EASEMENT
- 7P TELEPHONE PEDESTAL
- POWER POLE
- FENCE LINE
- OVERHEAD POWER LINE
- TREE LINE

GENERAL NOTES

- THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SEC 04-12S-21E S88°11'55"W.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET.
- FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20103C0325G EFFECTIVE JULY 16, 2015, THIS PLAT IS LOCATED IN ZONES "X" AND ZONE "A".
- KS ONE CALL WAS NOT CALLED ON THIS SURVEY.
- THE MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 105 FEET FROM THE CENTERLINE OF THE ROAD.
- THE MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 15 FEET FROM EACH SIDE OF STRUCTURE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE SIDE PROPERTY LINE.
- THE MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY LOT SHALL BE 40 FEET FROM THE STRUCTURE TO THE PROPERTY LINE. DETACHED ACCESSORY STRUCTURES MAY BE BUILT WITHIN 15 FEET OF THE REAR PROPERTY LINE.
- BENCHMARK - LVCO-2006-05-002 - 908.00
- APPROX 20 FEET SOUTH OF CL WOODEND RD & APPROX 300 FEET WEST OF CL 222ND ST (CO. RT. 1)
- CURRENT USE - RESIDENTIAL / PROPOSED USE - RESIDENTIAL
- CURRENT ZONING RR-2.5
- ALL PROPOSED STRUCTURES WITHIN THIS PLAT SHALL COMPLY WITH THE LEAVENWORTH COUNTY ZONING AND SUBDIVISION REGULATIONS.
- TITLE COMMITMENT VIA MCCAFREE-SHORT TITLE COMPANY - FILE NO. L24-29701
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE USED WHEN DESIGNING AND CONSTRUCTION OF DRIVEWAYS AND OTHER STRUCTURES. REVEGETATION OF ALL DISTURBED AREAS SHALL BE COMPLETED WITHIN 45 DAYS AFTER FINAL GRADING.
- REFERENCED SURVEY:
 - TRACT SPLIT COMPLETED APRIL 12, 2018 BY ATLAS SURVEYORS VIA ROGER B. DILL LS 1408 DOCUMENT NO. 2018S046
 - DODGE ADDITION FINAL PLAT DOCUMENT NO. 2023P00051
- LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY.
- THERE ARE NO OFF-PLAT RESTRICTIONS IN PLACE.
- LOT 1 & LOT 2 PROPERTY ACCESS VIA CANTRELL ROAD & LOT 3 PROPERTY ACCESS VIA & 214TH STREET.
- ALL STRUCTURES BUILT WITHIN THE SUBDIVISION SHALL COMPLY WITH RESOLUTION 2020-39, OR AS AMENDED.
- UTILITY INFORMATION:
 - WATER - RURAL WATER DISTRICT 10
 - ELECTRIC - EVERGY
 - SEWER - SEPTIC
 - GAS - PROPANE/NATURAL GAS
- ANY BUILDINGS TO BE CONSTRUCTED IN OR NEAR THE SPECIAL FLOOD HAZARD SHALL PROVIDE AN ELEVATION CERTIFICATE TO BE APPROVED BY LEAVENWORTH COUNTY PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- ERROR OF CLOSURE, PRECISION 1: 8343040.000
- FENCE LINES DO NOT DETERMINE BOUNDARY LINE OF SURVEY.
- LOT 1 & LOT 3 ARE IMPACTED BY THE SPECIAL FLOOD ZONES.
- AN EXCEPTION TO ARTICLE 50 - SECTION 40.3.H, WAS GRANTED TO LOT 3 OF DODGE ADDITION TO ALLOW FOR ACCESSORY STRUCTURES TO REMAIN ON A LOT WITHOUT PRINCIPAL STRUCTURES

VICINITY MAP



This is to certify on this 12th day of APRIL, 2024 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ANDREA N WEISHAUBT PLS 1730

JOB NO:24-073

SCALE

PREPARED FOR

120 60 0 120
SCALE IN FEET

SEC-TWN-RNG

JACOB SWEENEY &
DEVIN DI JOSEPH

04-12S-21E

CANTRELL RD.
LINWOOD, KS 66052
PO BOX 174 LINWOOD, KS 66052

DATE

APRIL 15, 2024

DESCRIPTION PER TITLE COMMITMENT

TITLE COMMITMENT FILE NO: L24-29701 VIA MCCAFREE-SHORT TITLE COMPANY, INC DATED MARCH 22, 2024 AT 8:00 AM

LOT 2, DODGE ADDITION, A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS

CAD FILE - C:\Users\alasth\SynologyDrive\Atlas Land Consulting\2024\24-073 DiJoseph&Sweeney RePlat of Dodge Addition and Rezone\2024\24-073 Dodge Addition No 2-1.dwg 9/4/2024 4:02 PM AUSTI



A REPLAT OF LOT 2, DODGE ADDITION, A SUBDIVISION OF LAND IN
LEAVENWORTH COUNTY, KANSAS



KS ENG COA - #311
KS SUR COA - #96
MO ENG COA - #20700406
MO SUR COA - #20720143

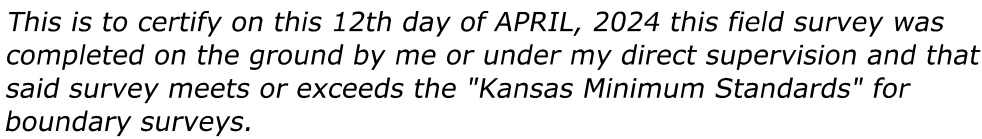
ALC

ATLAS LAND CONSULTING
SURVEYING / ENGINEERING / DRONE / CAD
913-702-5073
14500 Parallel Road, Unit R, Bashore KS 66607
ANDRE@ALCONSULT-LLC.COM

LEGEND

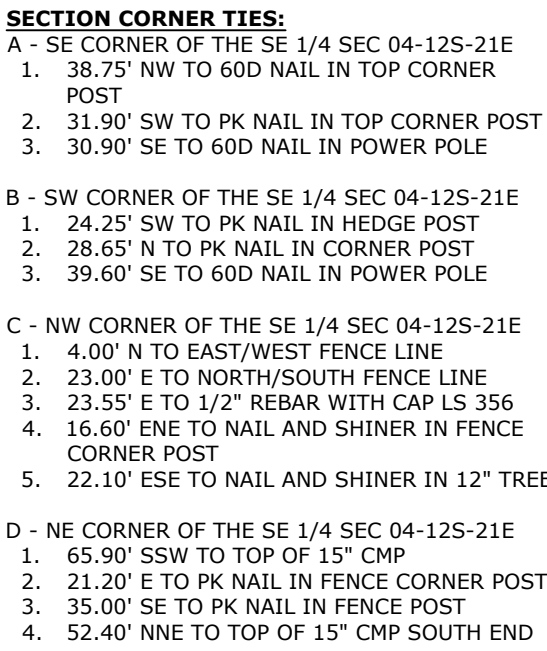
- ## GENERAL NOTES

VICINITY MAP



JOB NO:24-073

APRIL 15, 2024



Lot 1 & Lot 3 are impacted by Special Flood Zones Area "A"

Notary Public

Reviewed 2024.09.04 No Comments
LEAVENWORTH COUNTY SURVEYOR
DANIEL BAUMCHEN, PS-1363

**08-05-24
Combined
Review
No Further
Comment**



KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014084
MO SUR COA: #2022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
913-702-5073
14500 Parallel Road, Unit R, Basehor KS 66007
ANDREA@ALCONSULT-LLC.COM

14500 Parallel Rd. Unit R
Basehor, KS 66007

DRAINAGE STUDY

For:

Dodge Addition No. 2

Cantrell Rd.
Linwood, Ks 66052

Prepared for:

Jacob Sweeney & Devin DiJoseph
PO Box 174
Linwood, Ks 66052

Prepared by:

ATLAS LAND CONSULTING, LLC
14500 Parallel Rd Unit R
Basehor, Ks 66007
913-702-5073



April 26th, 2024

Revision	Date	By	Description
1	24.07.22	TAE	NE & S drainage areas added
2			
3			

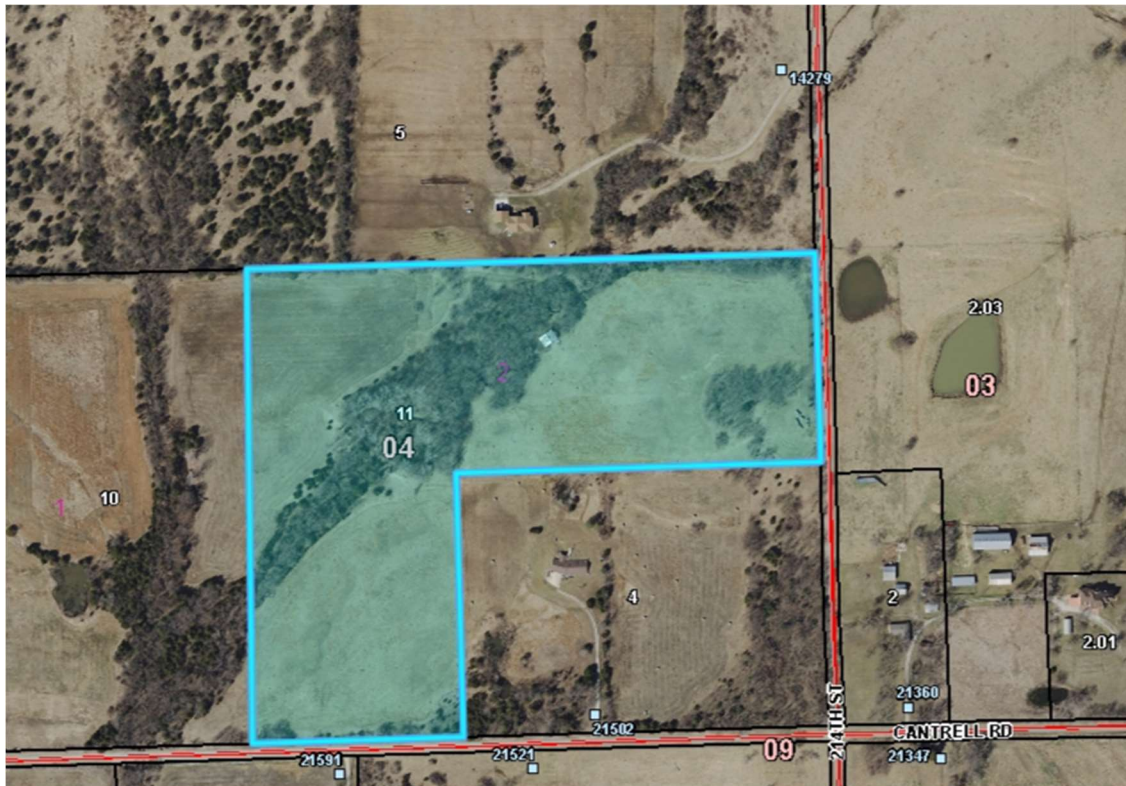


July 02, 2024

To Whom It May Concern:

This letter is to Inform you that Evergy will provide electrical power to the area pictured below per request of Austin Thompson.

Without knowing required load this letter does not guarantee we currently have capacity and additional build may be needed.



Dodge Addition No 2-1 Plat

Steven Heath

Evergy

TD Designer I

steven.heath@evergy.com

☎ 785-865-4857



Mary Conley <mary.conley@conleysandu.com>
to LVCO, Devin, jsweeney5460@gmail.com, Steve, Steve, mary.conley@conleyandu.com, me, Mary ▾

8:00 AM (2 hours ago) ☆ ↶ ⋮

Good morning Devin,
Yes, I agree with your statements in the previous email and LV RWD10 has no issue with you moving forward with the lot split.
Mary Conley

- Yes, I agree.
- We will proceed.
- I approve as well.

- ↶ Reply
- ↶↶ Reply all
- ↷ Forward

Utility Letter Approval

External



Inbox x



Austin Thompson

Good Morning, We are completing a survey to split an existing lot in Leavenworth County. I am searching for approval of the split from all the utility companies



Wed, Apr 17, 7:55 AM (13 days ago)



Austin Thompson

Devin and Jacob, Below is RWD10. They are requesting a review for the proposed split of your property. They have a review fee of \$300 and can be paid to them di

Mon, Apr 22, 11:50 AM (8 days ago)



Dylan Ritter

to LVCO, Design, Jordan, me

Fri, Apr 26, 3:58 PM (4 days ago)



Fire District #2 has no comments or concerns with this property split.

Assistant Chief

Dylan Ritter
Sherman Township Fire/Rescue
100 Main St Linwood, Ks 66052
(913)-339-8973

I approve as well.

Thanks for the quick response.

I vote yes.



Reply



Reply all



Forward

MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Dodge Addition No2 Subdivision
Date: July 09, 2024

Amy, I have reviewed the preliminary plat of the Dodge Addition No.2 Subdivision presented by Jacob Sweeney and Devan Joseph. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed, a fire hydrant should be placed along the right-a-way on the Lot 2 and Lot 1 along the right-of-way and one placed at Lot 3, and this will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

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

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Friday, July 19, 2024 8:49 AM
To: Schweitzer, Joshua
Subject: RE: DEV-24-085 & 086 Preliminary & Final Plat Dodge Addition No 2 - Atlas

We have not received any complaints on this property and we are not aware of any septic systems currently installed on it. There is a 1200 sq' (+/-) accessory building on lot 3. Until a house is built this will be a non-compliant parcel.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Thursday, July 11, 2024 8:14 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-24-085 & 086 Preliminary & Final Plat Dodge Addition No 2 - Atlas

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary & Final Plat for a 3-lot subdivision at 00000 Cantrell Road (PID: 222-04-0-00-00-011).

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 July 25, 2024.

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

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth County, Kansas 66048

**Leavenworth County
Request for Board Action
Case No. DEV-24-100/101
Preliminary & Final Plat Thomas Farms 2nd Plat**

Date: September 25, 2024
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** ☒ **Legal Review** ☒

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-101 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to replat lots 6 and 7 of Thomas Farms Subdivision into 6 lots. The Subdivision is classified as a Class A with all lots lying within the Urban Growth Area of the City of Basehor. 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. Four of the proposed lots will access from Donahoo Road which is designated as a minimally maintained road.

Letters of concern from Emergency Management and Fairmount FD were received during the review process. The concern noted was the possible inability to utilize Donahoo Road for fire apparatus given its current unimproved condition. Currently, there are no restrictions within the Zoning & Subdivision Regulations that prohibit the development of land on minimally maintained roads. However, Public Works does have a road maintenance policy in effect that states minimally maintained roads are not intended to support residential dwellings.

It has been the practice to allow for building permits and developments for residential purposes on minimally maintained roads in the past, provided a signed affidavit acknowledging that their property will be served by a minimally maintained road is on file. This affidavit is submitted with any new building permit application. Given the conflict in policy, staff is requesting BOCC guidance to either allow or deny this practice with a subsequent restructuring of policy to match that decision at a future date.

During the Preliminary Plat phase, exceptions were granted for:

1. Exception to Article 50, Section 40.3.h. Non-Conforming Structure
2. Exception to Article 50, Section 40.3.i. Lot-Width to Lot-Depth

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations with the approved exceptions.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-24-101, Final Plat for Thomas Farm 2nd Plat subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-101, Final Plat for Thomas Farm 2nd Plat, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-101, Final Plat for Thomas Farm 2nd Plat, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-101, Final Plat for Thomas Farm 2nd Plat, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-100/101 Thomas Farms 2nd Plat

September 11, 2024

REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

Amy Allison
Deputy Director

SUBJECT PROPERTY: 20807 & 00000 147th Street
FUTURE LAND USE: Residential (3 units per acre)

APPLICANT/APPLICANT AGENT:

Cody Herbster
14164 Ashbury Ct.
Basehor, KS 66007

PROPERTY OWNER:

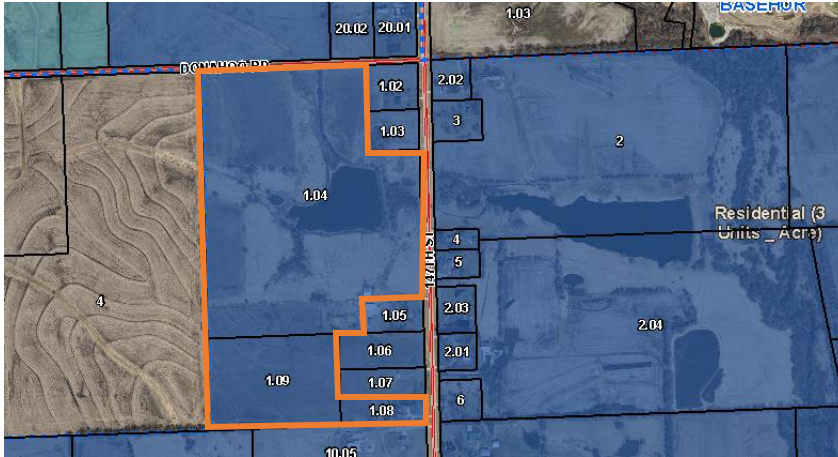
Pamela Freeman, Janet Atkins, Cindy
Whited & Brian Thomas
20807 147th St
Basehor KS 66007

CONCURRENT APPLICATIONS:
NONE

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:
Residential (3 units per acre)



LEGAL DESCRIPTION:

Replat of Lots 3 & 7, Thomas Farm Subdivision, Leavenworth County Kansas.

SUBDIVISION: Thomas Farms

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-100 & 101, Preliminary & Final Plat for Thomas Farms 2nd Plat, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-100 & 101, Preliminary & Final Plat for Thomas Farms 2nd Plat to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 83 Acres

PARCEL ID NO:

157-26-0-00-00-001.04, -001.08, & -001.09

BUILDINGS:

Single family residence and accessory structures

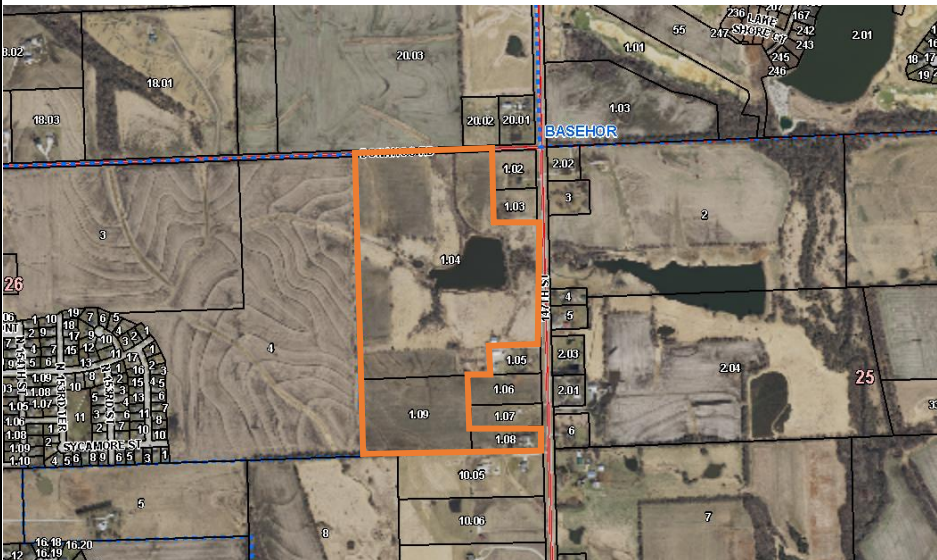
PROJECT SUMMARY:

Request for preliminary and final plat approval to subdivide property located at 20807 147th Street and 00000 147th Street (157-26-0-00-00-001.04 & 157-26-0-00-00-001.09) as Lots 1 through 6 of Thomas Farms 2nd Plat.

ACCESS/STREET:

Donahoo Road - Local, Minimally Maintained ± 22' & 147th Street - Local, Collector ± 34'

Location Map



UTILITIES

SEWER: Private Septic

FIRE: Fairmount FD

WATER: CRWD 1

ELECTRIC: Evergy

NOTICE & REVIEW:

STAFF REVIEW:

9/5/2024

NEWSPAPER NOTIFICATION:
N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**
N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	N/A	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Exception requested from Art. 50, Sec. 40.3.h. & 40.3.i.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to replat two lots in the Thomas Farm Subdivision into 6 lots. The Subdivision is classified as a Class A with all lots lying within the Urban Growth Area of Basehor. The City was notified but no response was received. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers appear not to be located within 660' of the subdivision (see condition 3). Lots 1 through 4 will range from 5.71 to 11.6 acres. All will access from Donahoo Road. Donahoo is a minimally maintained road, which the applicant has placed that notation on the face of the plat and owners will have to sign an affidavit at the time of building permit application acknowledging that Donahoo Rd is minimally maintained. Fairmount FD has raised concerns about access for emergency apparatus. Public Works is reviewing the conditions of the road and additional comments are pending. Lots 5 & 6 will access off of 147th Street and both exceed the 2.5 acreage minimum required (34.24 & 17.7 acres). Lot 6 does not meet the lot-width to lot-depth requirement. An exception is needed. Lot 5 has an existing barn on the property. The current lot exceeds 40 acres which permits an accessory agricultural building without a principal structure. Since the lot is proposed to be approximately 34 acres, the exemption no longer applies and exception will be needed. The remainder of the plat is compliant with the Zoning & Subdivision Regulations.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.h. – Non-conforming Structure. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.h. – Non-conforming Structure conformance with the Zoning & Subdivision Regulations for the Thomas Farm 2nd Plat subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the Thomas Farm 2nd Plat subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. An exception from Article 50, Section 40.3.h. has been approved for Lot 5.
6. An exception from Article 50, Section 40.3.i. has been approved for Lot 6.
7. The developer must comply with the following memorandums:
 - Memo – Mike Fulkerson, CWRD 1, dated July 15, 2024
 - Email – Mike Lingenfelser, Fairmount FD, dated July 24, 2024

ATTACHMENTS:

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

PRELIMINARY PLAT APPLICATION
Leavenworth County Planning and Zoning Department
300 Walnut St., Suite 212
Leavenworth, Kansas
913-684-0465

Office Use Only	
Township: <u>Fairmount</u>	Planning Commission Meeting Date: _____
Case No. <u>DEV-24-100</u>	Date Received/Paid: _____
Zoning District _____	Comprehensive Plan Land Use Designation: _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Cody Herbster</u>	NAME: <u>FREEMAN, PAMELA; ATKINS, JANET; WHITED, CINDY; THOMAS, BRIAN R</u>
MAILING ADDRESS: <u>14164 Ashbury Ct</u>	MAILING ADDRESS: <u>20807 147TH ST</u>
CITY/ST/ZIP: <u>Basehor, KS 66007</u>	CITY/ST/ZIP: <u>BASEHOR, KS 66007</u>
PHONE: <u>(312) 859-8328</u>	PHONE: _____
EMAIL: <u>cody.herbster@me.com</u>	EMAIL: _____

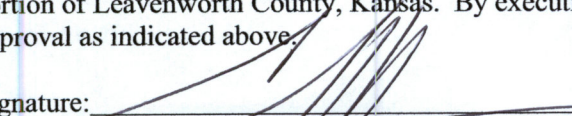
GENERAL INFORMATION

Proposed Subdivision Name: Thomas Farm Subdivision, 2nd Plat

Address of Property: 20807 147TH ST, Basehor, KS 66007

PID: 1572600000001080, 1572600000001090, 1572600000001040 Urban Growth Management Area: _____

SUBDIVISION INFORMATION		
Gross Acreage: 83.45	Number of Lots: 6	Minimum Lot Size: 5.71
Maximum Lot Size: 34.24	Proposed Zoning: RR-2.5	Density: 1 house per 16.69 acres
Open Space Acreage: 0	Water District: RWD 1	Proposed Sewage: Septic
Fire District:	Electric Provider: Evergy	Natural Gas Provider: Atmos
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <i>Local - Collector - Arterial - State - Federal</i>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning & Subdivision Regulations.</i>	1. Lot depth to lot width ratio for Lot 7A	
	2.	
	3.	
	4.	
	5.	

Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number: _____	
I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.	
Signature: 	Date: <u>7/16/24</u>

ATTACHMENT A

FINAL PLAT APPLICATION

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

Office Use Only	
Township: <u>Fairmount</u>	Planning Commission Meeting Date: _____
Case No. <u>DEV-24-101</u>	Date Received/Paid: _____
Zoning District _____	Comprehensive Plan Land Use Designation: _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Cody Herbster</u>	NAME: <u>FREEMAN, PAMELA; ATKINS, JANET; WHITED, CINDY; THOMAS, BRIAN R</u>
MAILING ADDRESS: <u>14164 Ashbury Ct</u>	MAILING ADDRESS: <u>20807 147TH ST</u>
CITY/ST/ZIP: <u>Basehor, KS 66007</u>	CITY/ST/ZIP: <u>BASEHOR, KS 66007</u>
PHONE: <u>(312) 859-8328</u>	PHONE: _____
EMAIL: <u>cody.herbster@me.com</u>	EMAIL: _____

GENERAL INFORMATION

Proposed Subdivision Name: Thomas Farm Subdivision, 2nd Plat
Address of Property: 20807 147TH ST, Basehor, KS 66007
PID: 1572600000001080, 1572600000001090, 1572600000001040 Urban Growth Management Area: _____

SUBDIVISION INFORMATION		
Gross Acreage: 83.45	Number of Lots: 6	Minimum Lot Size: 5.71
Maximum Lot Size: 34.24	Proposed Zoning: RR-2.5	Density: 1 house per 16.69 acres
Open Space Acreage: 0	Water District: RWD 1	Proposed Sewage: Septic
Fire District: Fairmount	Electric Provider: Evergy	Natural Gas Provider: Atmos
Covenants: <input type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <i>Local - Collector - Arterial - State - Federal</i>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number: _____	
I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.	
Signature: _____	Date: <u>7/16/24</u>

ATTACHMENT A

OWNER AUTHORIZATION

I/WE Pamela R. Freeman, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 16th day of July, 2024, make the following
statements, to wit:

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

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

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

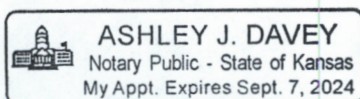
Pamela R. Freeman
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 16 day of July, 2024,
by Pamela R. Freeman.

My Commission Expires: 09/07/2024



[Signature]
Notary Public Ashley J Davey

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Cindy J. Whited, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 16th day of July, 2024, make the following
statements, to wit:

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

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

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

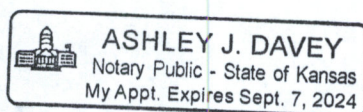
Cindy J. Whited
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 16th day of July, 2024,
by Cindy J. Whited.

My Commission Expires: 09/07/2024



Ashley J. Davey
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Janet E. Atkins, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 16th day of July, 2024, make the following
statements, to wit:

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

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

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

Janet E. Atkins
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 16 day of July, 2024,
by Janet E. Atkins.

My Commission Expires: 09/07/2024



Ashley J. Davey
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE Brian Thomas, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 16 day of July, 2024, make the following
statements, to wit:

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

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

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

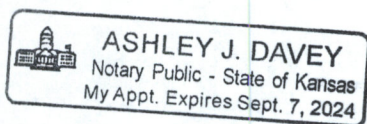
Brian Thomas
Owner

Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 16 day of July, 2024,
by Brian Thomas.

My Commission Expires: 09/07/2024



ASHLEY J DAVEY
Notary Public

ATTACHMENT B

OWNER AUTHORIZATION

I/WE LLDYDE + PAMELA FREEMAN, hereby referred to as the
"Undersigned", being of lawful age, do hereby on this 16th day of July, 2024, make the following
statements, to wit:

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

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

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

Pamela Freeman
Owner

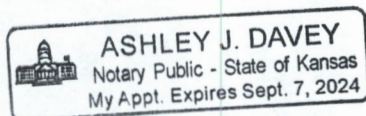
Lloyd C. Freeman
Owner

STATE OF KANSAS
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 16 day of July, 2024,
by Pamela Freeman and Lloyd C. Freeman

My Commission Expires: 09/07/2024

ASHLEY J. DAVEY
Notary Public ashley j davey



ATTACHMENT B

PRELIMINARY PLAT
THOMAS FARM SUBDIVISION, 2ND PLAT
REPLAT OF LOTS 3 & 7, THOMAS FARM SUBDIVISION
IN THE N.E. 1/4 OF SEC. 26, TOWNSHIP 10S, RANGE 22E
LEAVENWORTH COUNTY, KANSAS

NOTES:

1. Basis of bearings: S01°33'49"E along the east line of Lot 3 per plat of Thomas Farm Subdivision, recorded at Document No. 2011P00008.
2. Subject property lies in "Zone X, Areas determined to be outside the 0.2% annual chance floodplain" as shown on FEMA Form Numbers 20103C0241G and 20103C0243G, effective 7/16/2015. Floodplain information regarding the plat is based on the best information available at the time the plat was prepared and recorded.
3. All bearings and distances are record and measured values unless otherwise noted.
4. Project Bench Mark - 2" aluminum disk in monument box at the N.E. corner of Section 26-10-22, elevation=964.4
5. Existing Use: Farming on existing Lot 3, single family home on existing Lot 7
6. Proposed Use: Single family residential
7. In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
8. Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations. Developer will ensure Donahoo Road meets federal low volume road standard prior to issuance of a building permit for Lots 1, 2, 3, and 4.

RESTRICTIONS:

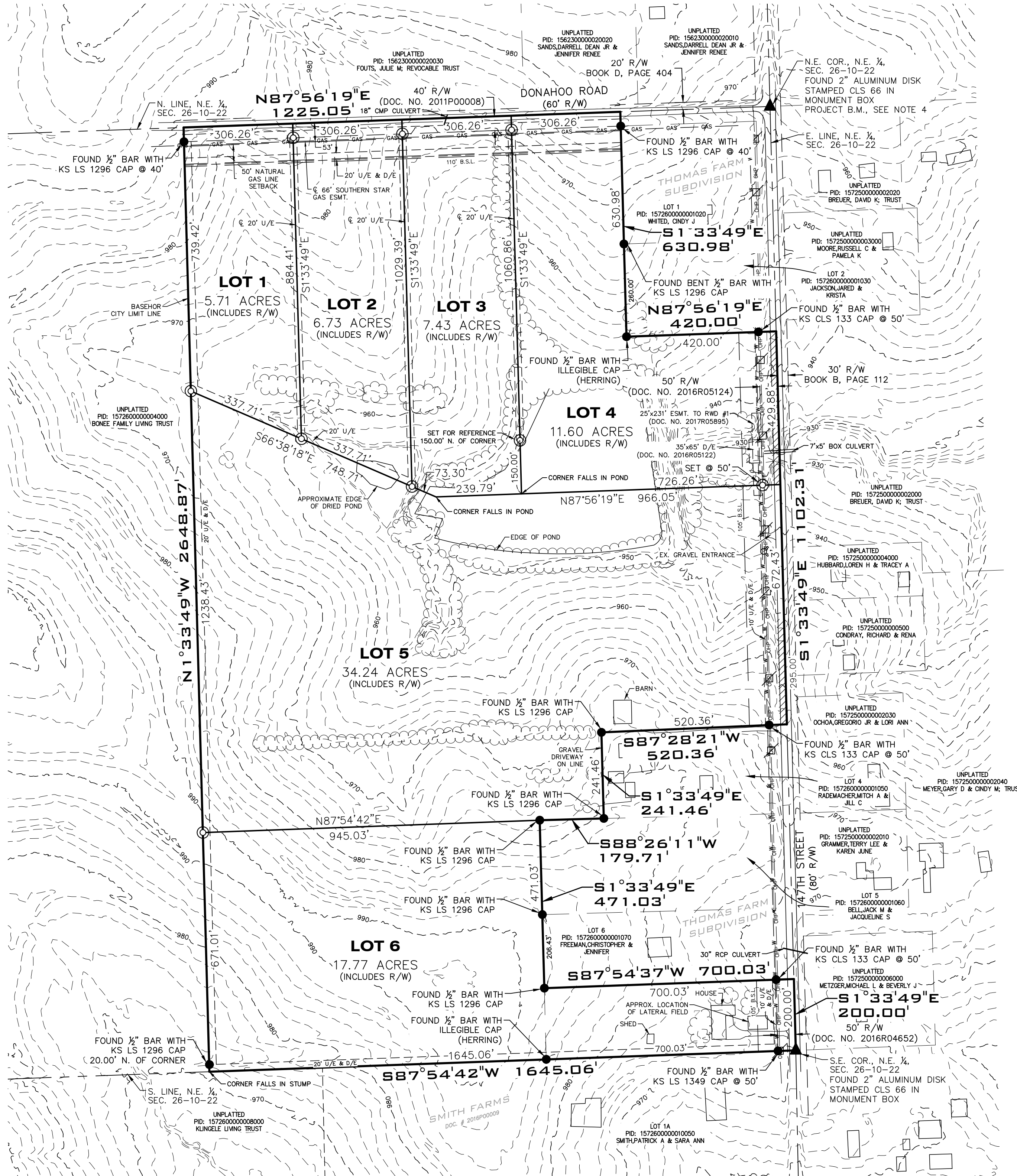
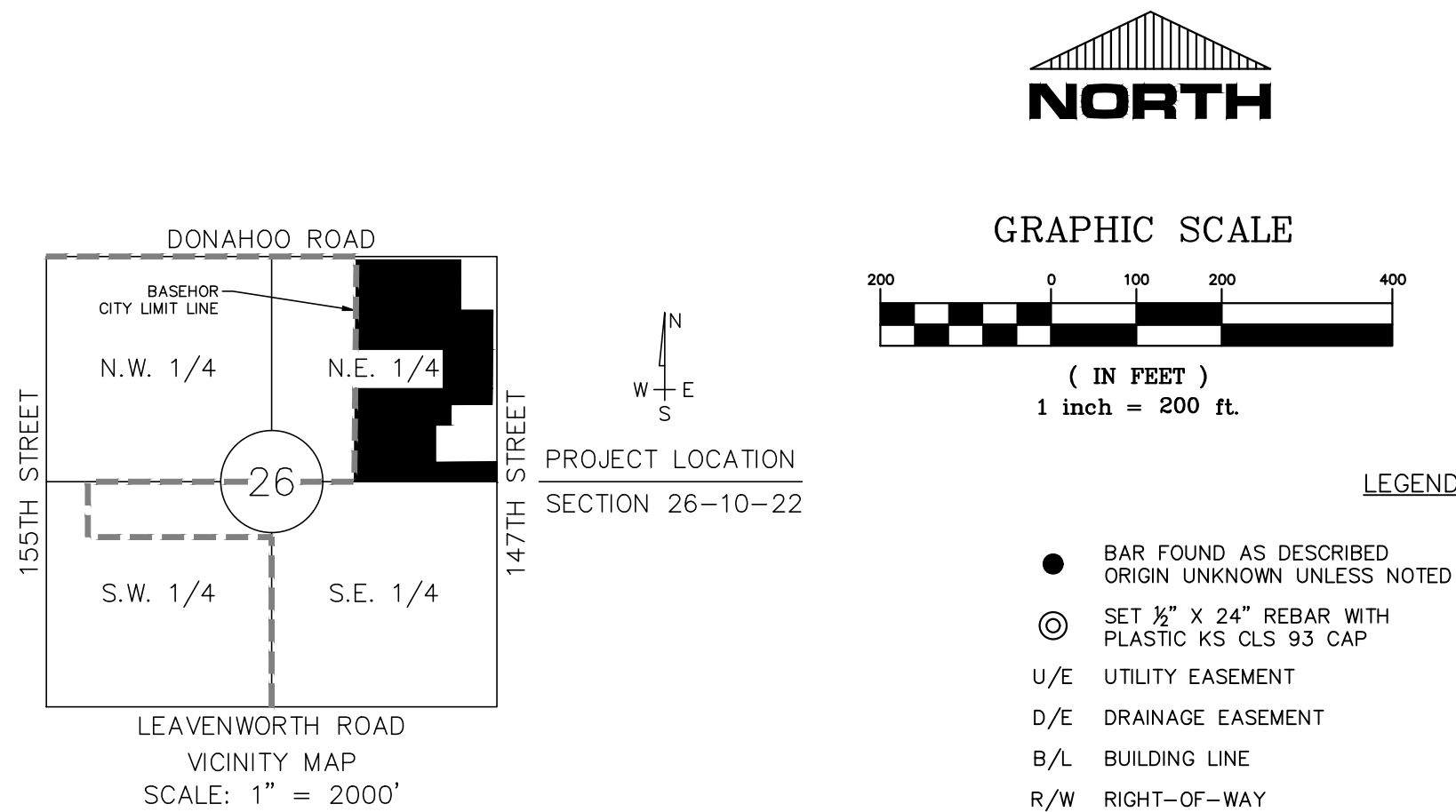
1. No off plat restrictions.
2. Setbacks:
Rear - 40' for residences, 15' for accessory buildings
Side - 15'
3. An engineered wastewater disposal may be required due to poor soil conditions.
4. Erosion control shall be used when designing and constructing driveways and other structures.
5. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place.
6. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading, weather permitting.
7. Lots are subject to the current access management policy resolution.
8. Structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
9. In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
10. Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations.
11. This plat hereby vacates any previously platted easements and or encumbrances not shown hereon.
12. An exception from Article 50, Section 40.3.h was granted to allow an accessory building without a principal building has been approved for Lot 5.
13. An exception from Article 50, Section 40.3.i was granted for the lot-width to lot-depth has been approved for Lot 6.

TITLE INFORMATION SHOWN HEREON IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY SECURITY 1ST TITLE, COMMITMENT NO. 3078434, DATED MAY 28, 2024 AT 7:00 AM

THIS SURVEY IS SUBJECT TO THE FOLLOWING EXCEPTIONS AS ENUMERATED ON THE TITLE COMMITMENT IN SCHEDULE B, PART II:

Items 1 through 9 are not survey issues.

10. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed May 05, 2011 as Document No. 2011P00008. (**Shown**)
11. Easements, restrictions, setback lines or servitudes, if any, reflected on this plat when it is recorded.
12. Temporary Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04651. (**Expired**)
13. Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04652. (**Shown**)
14. Permanent Drainage Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05122. (**Shown**)
15. An easement for Temporary Roadway granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 in/on Instrument No. 2016R05123. (**Expired**)
16. Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05124. (**Shown**)
17. Right of Way Easement granted to Consolidated Rural Water District #1, Leavenworth County, Kansas as set forth in instrument recorded July 19, 2017 as Document No. 2017R05895. (**Shown**)
18. Easement granted to Greeley Gas Company as set forth in instrument recorded January 27, 1987 in Book 603, Page 1390. (**Falls within road right-of-way along the east side of existing Lot 3/proposed Lots 4 and 5**)
19. Not a survey issue.
20. Easement granted to Cities Service Gas Company as set forth in instrument recorded June 14, 1965 in Book 454, Page 447. (**Recorded document is a blanket easement, plat of Thomas Farm Subdivision depicts easement as a 66' wide easement along Donahoo Road as shown hereon**)
21. Not a survey issue.



LEGAL DESCRIPTION

This is a resurvey and resubdivision of Lots 3 and 7, Thomas Farm Subdivision, a subdivision of land in the Northeast Quarter of Section 26, Township 10 South, Range 22 East, in Leavenworth County, Kansas.

SITE INFORMATION

Plat area: 83.45 acres

Existing & Proposed Zoning: RR-2.5

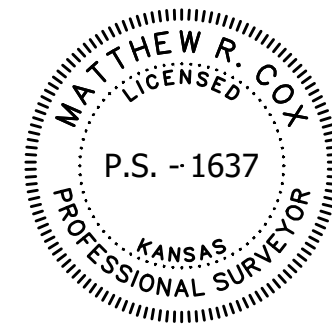
Existing Use: Farming on existing Lot 3,
single family home on existing Lot 7

Proposed Use: Single family residential

Streets:
147th Street is a 30' wide asphalt road.
Donahoo Road is a 22' wide gravel road.

Utilities:
Sewer: Septic
Water: RWD 1
Power: Everyg
Natural Gas: Atmos

THIS IS TO CERTIFY THAT ON THE 27TH DAY OF JUNE 2024, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.



DEVELOPER:
CODY HERBSTER
14164 ASHBURY CT
BASEHOR, KANSAS 66007
PHONE: (312) 859-8328
EMAIL: cody.herbster@me.com

OWNERS OF LOT 3 EXC. S. 671.03'
**PAMELA FREEMAN, JANET ATKINS,
CINDY WHITED, & BRIAN THOMAS**
20807 147TH STREET
BASEHOR, KANSAS 66007

OWNERS OF LOT 7 & S. 671.03' LOT 3
LLOYDE FREEMAN & PAMELA FREEMAN
20807 147TH STREET
BASEHOR, KANSAS 66007

THOMAS FARM SUBDIVISION, 2ND PLAT



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-9694

REGISTER OF DEEDS CERTIFICATE
Filed for Record as Document No. _____ on this
_____ day of _____, 20____ at _____
o'clock ____ M in the Office of the Register of Deeds of Leavenworth
County, Kansas.

Register of Deeds - TerriLois G. Mashburn

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

Daniel Baumchen, PS-1363
County Surveyor

ACKNOWLEDGEMENTS

COUNTY ENGINEER'S APPROVAL

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

By: _____
Mitch Pleak, County Engineer

PLANNING COMMISSION APPROVAL

We, the Planning Commission Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Marcus Majure, Chairman John Jacobson, Secretary

COUNTY COMMISSION APPROVAL

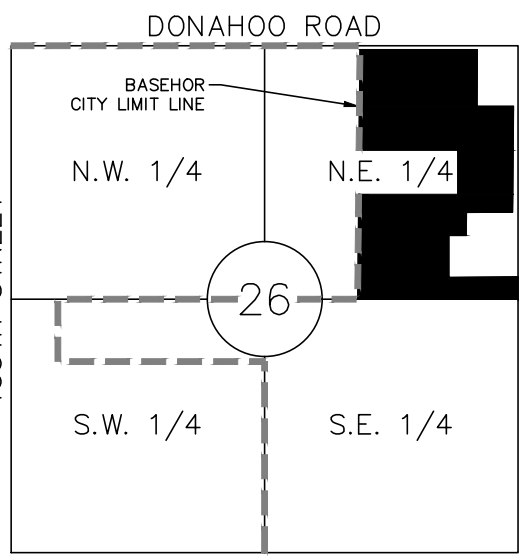
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Jeff Culbertson, Chairman Janet Klasinski, County Clerk

TITLE INFORMATION SHOWN HEREON IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY SECURITY 1ST TITLE, COMMITMENT NO. 3078434, DATED MAY 28, 2024 AT 7:00 AM
THIS SURVEY IS SUBJECT TO THE FOLLOWING EXCEPTIONS AS ENUMERATED ON THE TITLE COMMITMENT IN SCHEDULE B, PART II:

Items 1 through 9 are not survey issues.

- Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed May 05, 2011 as Document No. 2011P00008. (**Shown**)
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- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04652. (**Shown**)
- Permanent Drainage Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05122. (**Shown**)
- An easement for Temporary Roadway granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 in/on Instrument No. 2016R05123. (**Expired**)
- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05124. (**Shown**)
- Right of Way Easement granted to Consolidated Rural Water District #1, Leavenworth County, Kansas as set forth in instrument recorded July 19, 2017 as Document No. 2017R05895. (**Shown**)
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- Not a survey issue.
- Easement granted to Cities Service Gas Company as set forth in instrument recorded June 14, 1965 in Book 454, Page 447. (**Recorded document is a blanket easement, plat of Thomas Farm Subdivision depicts easement as a 66' wide easement along Donahoo Road as shown hereon**)
- Not a survey issue.



PROJECT LOCATION
SECTION 26-10-22

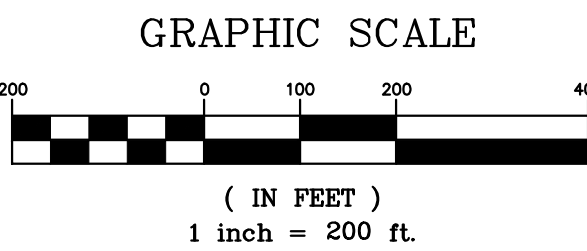
LEAVENWORTH ROAD
VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- ▲ MONUMENT FOUND AS DESCRIBED
- BAR FOUND AS DESCRIBED
ORIGIN UNKNOWN UNLESS NOTED
- ⊙ SET 1/2" X 24" REBAR WITH
PLASTIC KS CLS 93 CAP
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING LINE
- R/W RIGHT-OF-WAY
- LIMITS OF NO ACCESS

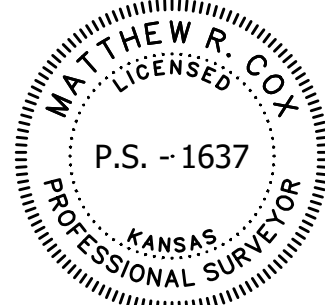
RESTRICTIONS:

- No off plat restrictions.
- Setbacks:
Rear - 40' for residences, 15' for accessory buildings
Side - 15'
- An engineered wastewater disposal may be required due to poor soil conditions.
- Erosion control shall be used when designing and constructing driveways and other structures.
- A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place.
- Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading, weather permitting.
- Lots are subject to the current access management policy resolution.
- Structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations.
- This plat hereby vacates any previously platted easements and or encumbrances not shown hereon.
- An exception from Article 50, Section 40.3.h was granted to allow an accessory building without a principal building has been approved for Lot 5.
- An exception from Article 50, Section 40.3.i was granted for the lot-width to lot-depth has been approved for Lot 6.



DEVELOPER:
CODY HERBSTER
14164 ASHBURY CT
BASEHOR, KANSAS 66007
PHONE: (312) 859-8328
EMAIL: cody.herbster@me.com

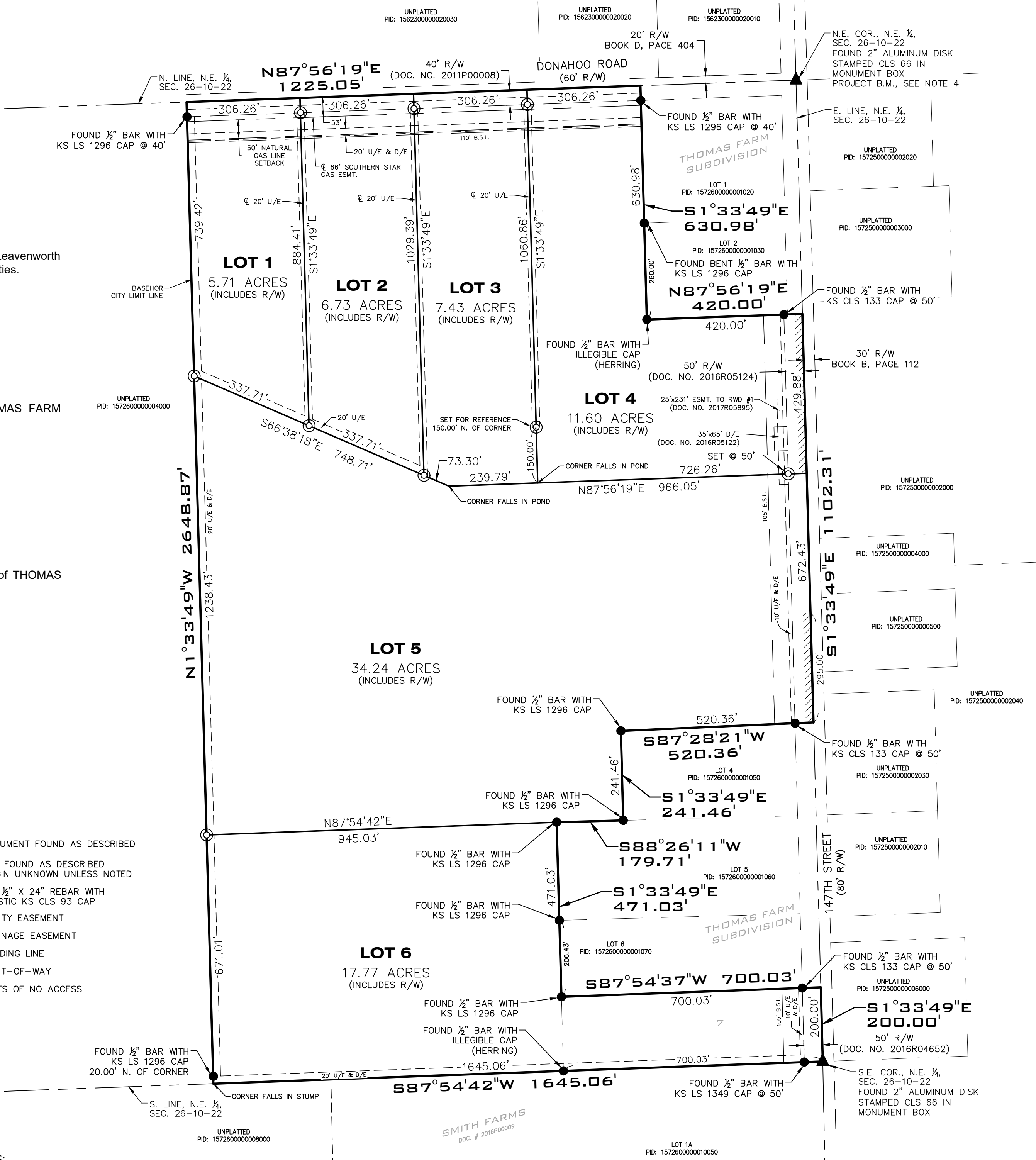
THIS IS TO CERTIFY THAT ON THE 27TH DAY OF JUNE 2024, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.



OWNERS OF LOT 3 EXC. S. 671.03'
PAMELA FREEMAN, JANET ATKINS,
CINDY WHITED, & BRIAN THOMAS
20807 147TH STREET
BASEHOR, KANSAS 66007

OWNERS OF LOT 7 & S. 671.03' LOT 3
LLOYDE FREEMAN & PAMELA FREEMAN
20807 147TH STREET
BASEHOR, KANSAS 66007

FINAL PLAT THOMAS FARM SUBDIVISION, 2ND PLAT REPLAT OF LOTS 3 & 7, THOMAS FARM SUBDIVISION IN THE N.E. 1/4 OF SEC. 26, TOWNSHIP 10S, RANGE 22E LEAVENWORTH COUNTY, KANSAS



LEGAL DESCRIPTION

This is a resurvey and resubdivision of Lots 3 and 7, Thomas Farm Subdivision, a subdivision of land in the Northeast Quarter of Section 26, Township 10 South, Range 22 East, in Leavenworth County, Kansas.

DEDICATION

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THOMAS FARM SUBDIVISION, 2ND PLAT"

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

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

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

The undersigned proprietors to the above described tract of land hereby affirm that all previous property taxes have been paid.

EXECUTION

OWNERS OF PROPOSED LOT 6

IN TESTIMONY WHEREOF, Lloyd C Freemand and Pamela Freeman have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Lloyd C. Freeman Pamela Freeman

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd C. Freemand and Pamela Freeman who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

OWNERS OF PROPOSED LOTS 1, 2, 3, 4, & 5

IN TESTIMONY WHEREOF, Pamela Freeman, Janet Atkins, Cindy Whited, and Brian Thomas have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Pamela Freeman Janet Atkins

By: _____ By: _____
Cindy Whited Brian R. Thomas

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Pamela Freeman, Janet Atkins, Cindy Whited, Brian R. Thomas, who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

NOTES:

- Basis of bearings: S01°33'49"E along the east line of Lot 3 per plat of Thomas Farm Subdivision, recorded at Document No. 2011P00008.
- Subject property lies in "Zone X, Areas determined to be outside the 0.2% annual chance floodplain" as shown on FEMA FIRM Numbers 20103C0241G and 20103C0243G, effective 7/16/2015. Floodplain information regarding the plat is based on the best information available at the time the plat was prepared and recorded.
- All bearings and distances are record and measured values unless otherwise noted.
- Project Bench Mark - 2" aluminum disk in monument box at the N.E. corner of Section 26-10-22, elevation=964.4
- Existing Use: Farming on existing Lot 3, single family home on existing Lot 7
- Proposed Use: Single family residential
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations. Developer will ensure Donahoo Road meets federal low volume road standard prior to issuance of a building permit for Lots 1, 2, 3, and 4.

ERROR OF CLOSURE

Perimeter: 9984.85' Area: 3636345.23 Sq. Ft.
Error Closure: 0.0095 Course: S7°44'58"E
Error North: -0.00942 East: 0.00128

Precision: 1:1051037.89

THOMAS FARM SUBDIVISION, 2ND PLAT



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

AD PROJECT #39669 SEC. 26-10-22 FINAL PLAT



P.O. Box 419
15520 Crestwood Dr.
Basehor, KS 66007
913-724-7000 - O
913-724-1310 - F
www.crwld1.com

July 15, 2024

Matta Cox, P.S.
Land Surveyor/Civil Designer
Allenbrand-Drews & Associates
122 N. Water St.
Olathe, KS 66061

Re: Thomas Farm Subdivision, 2nd Plat

Dear Mr. Cox,

Thank you for providing the opportunity for the water district to provide comments on the proposed plat. The proposed plat is in our service area and can be served by an existing 12-inch water main along 147th St. The lots that abut Donahoo Rd will require a water main extension, which has been communicated to Mr. Cody Herbster. An agreement for the proposed water main extension has been agreed upon verbally by the water district and Mr. Herbster. The formal agreement is pending.

Any new connections to the water system will follow the policies of the water district in place at the time of connection. Fire hydrants are located along 147th St., with additional fire hydrants planned along Donahoo Rd. If any additional fire hydrants are needed along 147th St., those can be added at the developer's expense.

If you have any additional questions/comments, please contact me at your convenience.

Respectfully,

Mike Fulkerson

Mike Fulkerson
General Manager

Cc; file

Allison, Amy

From: Mike Lingenfelser <lingenfelserm@fairmountfd.org>
Sent: Wednesday, July 24, 2024 2:43 PM
To: Johnson, Melissa
Subject: Re: DEV-24-100 & 101 Pre & Final Plat Thomas Farms 2nd Plat Herbster Allenbrand-Drews

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.

Melissa

Fairmount Township accepts as long as the hydrants meet code and road improvements to support fire apparatus on Donahoo are completed.

Mike Lingenfelser, Fire Chief

Fairmount Township Fire Department

2624 N 155th St

Basehor, Kansas 66007

Work-913-724-4911

Cell 913-306-0258

On Tue, Jul 23, 2024 at 12:49 PM Johnson, Melissa <MJohnson@leavenworthcounty.gov> wrote:

Chief Lingenfelser,

We have received an application for the above listed preliminary & final plat. We would appreciate your response on this case.

If you have any questions, or need additional information, please let me know.

Thank you,

Melissa Johnson

Planner I

Leavenworth County

Planning & Zoning Department

Leavenworth County Courthouse

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465

Disclaimer

This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

Allison, Amy

From: Matt Cox <mcox@allenbrand-drews.com>
Sent: Thursday, July 18, 2024 9:31 AM
To: Johnson, Melissa; Allison, Amy; Cody Herbster; Matt Burnett
Subject: Fwd: Proposed replat - 147th & Donahoo Rd

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.

Please see below from Evergy.

Sent from my iPhone

Begin forwarded message:

From: Boone Heston <Boone.Heston@evergy.com>
Date: July 18, 2024 at 9:25:35 AM CDT
To: Matt Cox <mcox@allenbrand-drews.com>
Subject: Re: Proposed replat - 147th & Donahoo Rd

Internal Use Only

Good morning,

This looks good to Evergy. Evergy will be the electric service provider for this plat.

Thank you,

Boone Heston

TD Designer
Leavenworth, KS
Evergy
Boone.Heston@evergy.com
O 785-508-2590

From: Matt Cox <mcox@allenbrand-drews.com>
Sent: Monday, July 15, 2024 4:47 PM
To: Boone Heston <boone.heston@evergy.com>
Subject: FW: Proposed replat - 147th & Donahoo Rd

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Boone,

Below is an email I sent to designgroupshawnee@evergy this morning regarding a plat we are working on for Cody Herbster. He said he has spoken with you and asked that I contact you directly to get confirmation that you don't have any objections to the proposed subdivision.

Thanks,

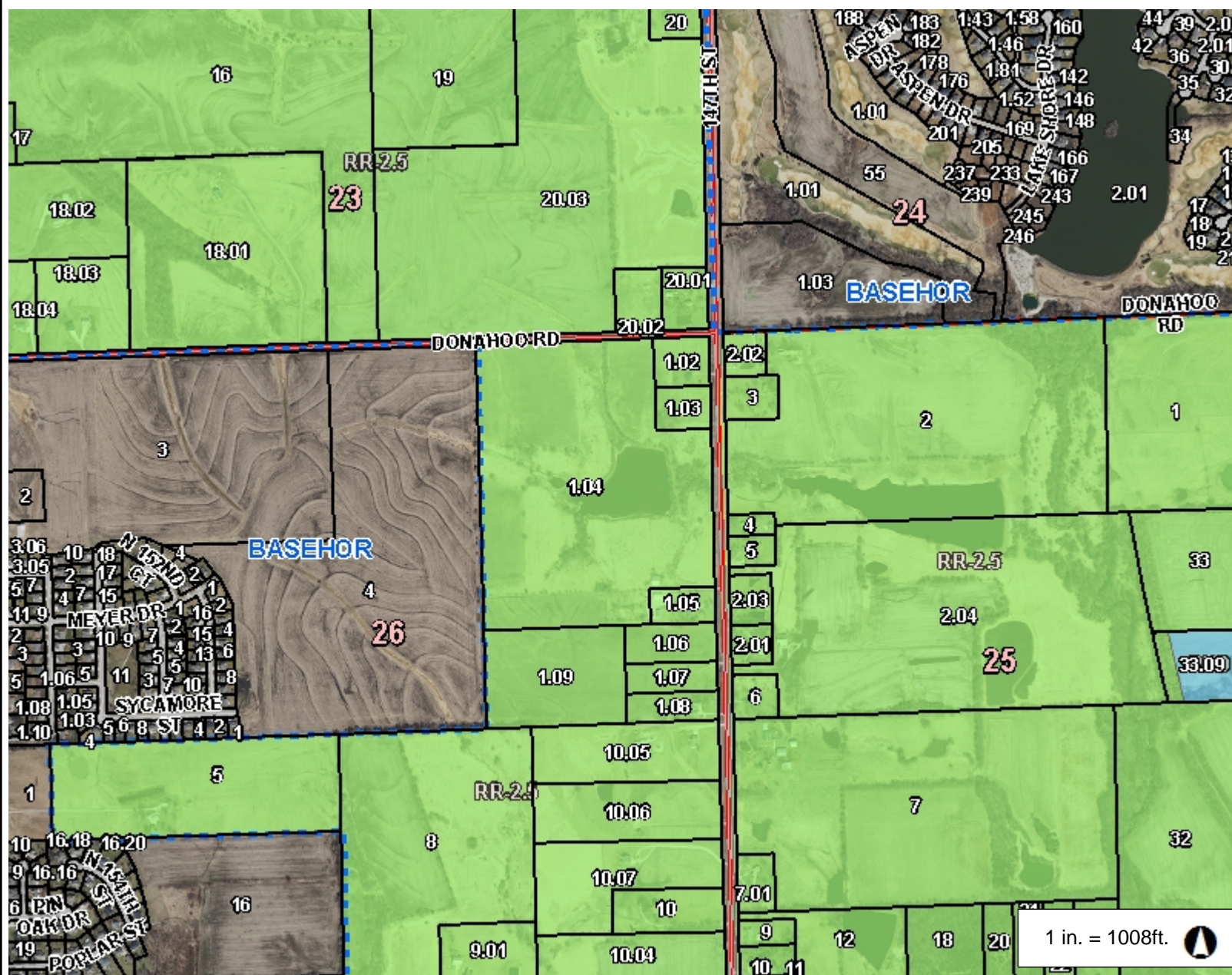
Matt Cox
Allenbrand-Drews
913.764.1076 (O)
913.522.6517 (M)

From: Matt Cox [mailto:mcox@allenbrand-drews.com]
Sent: Monday, July 15, 2024 8:16 AM
To: 'designgroupshawnee@evergy.com'
Subject: Proposed replat - 147th & Donahoo Rd

We are working on the attached plat of Thomas Farm Subdivision 2nd Plat, which is a replat of 2 lots of the existing Thomas Farm Subdivision. The proposed project would subdivide the existing lots as shown on the attached. Leavenworth County Planning Department requires that we reach out to you to verify there are adequate facilities to service the subdivision. Please let us know if there is any additional information you need.

Matt Cox, P.S.
Land Surveyor/Civil Designer
Allenbrand-Drews & Associates
122 N. Water Street
Olathe, Kansas 66061
Office: (913) 764-1076
Mobile: (913) 522-6517

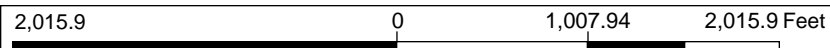
DEV-24-100/101 Thomas Farm 2nd Plat



Legend

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

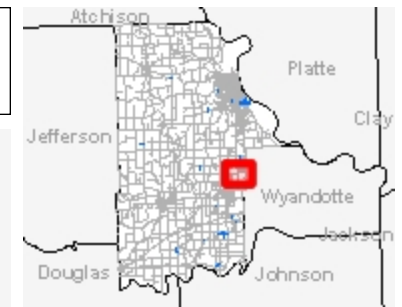
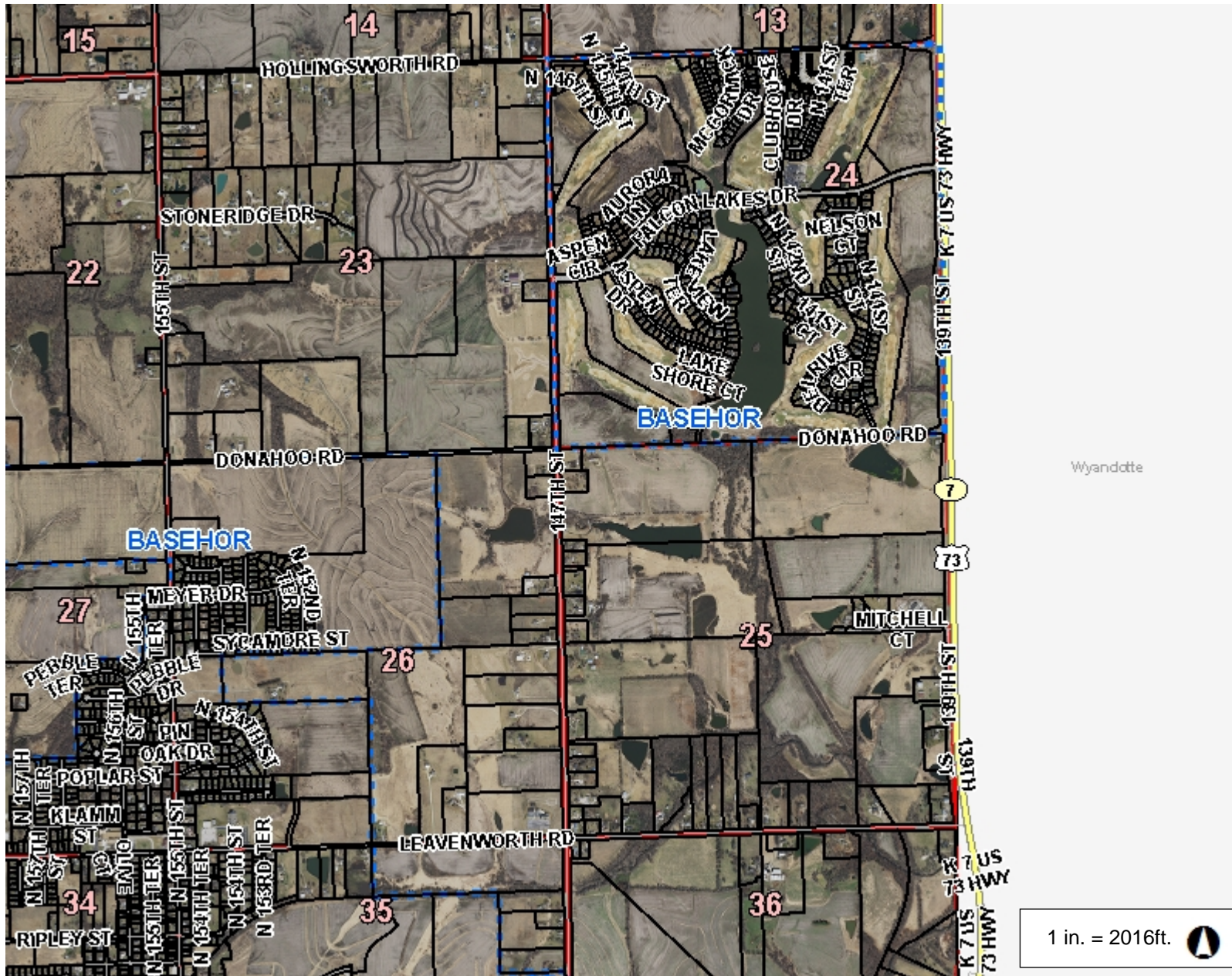
Notes



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DEV-24-100/101 Thomas Farm 2nd Plat



Legend

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

1 in. = 2016ft.



4,031.8 0 2,015.88 4,031.8 Feet

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Notes

9-16-24

**PW Combined
No Further
Comments**

Stormwater Report

for

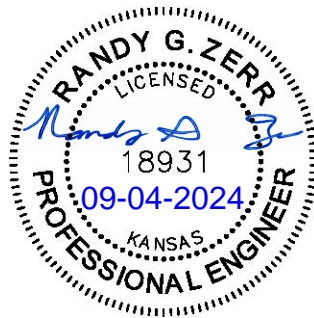
Thomas Farm Subdivision, 2nd Plat

Part of the Northeast Quarter, Sec. 26-10-22

Leavenworth County, Kansas

July 15, 2024

AD# 39669



ALLENBRAND - DREWS & ASSOCIATES, INC.

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

**122 N. WATER STREET
OLATHE, KANSAS 66061**

PHONE: (913) 764-1076

FAX: (913) 764-8635

REGISTER OF DEEDS CERTIFICATE
Filed for Record as Document No. _____ on this
_____ day of _____, 20____ at _____
o'clock ____M in the Office of the Register of Deeds of Leavenworth
County, Kansas.

Register of Deeds - TerriLois G. Mashburn

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

Daniel Baumchen, PS-1363
County Surveyor

ACKNOWLEDGEMENTS

COUNTY ENGINEER'S APPROVAL

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

By: _____
Mitch Pleak, County Engineer

PLANNING COMMISSION APPROVAL

We, the Planning Commission Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Marcus Majure, Chairman John Jacobson, Secretary

COUNTY COMMISSION APPROVAL

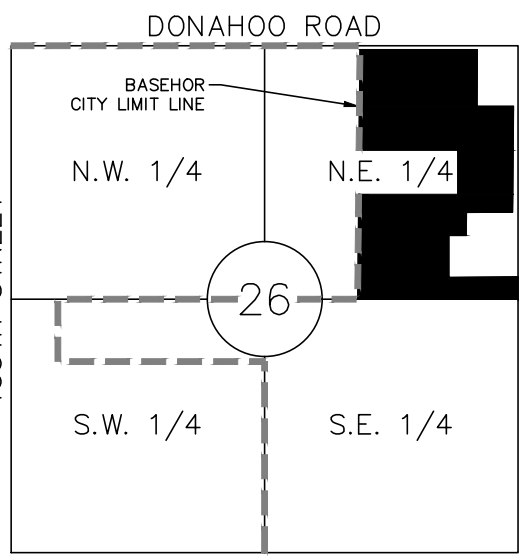
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Jeff Culbertson, Chairman Janet Klasinski, County Clerk

TITLE INFORMATION SHOWN HEREON IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY SECURITY 1ST TITLE, COMMITMENT NO. 3078434, DATED MAY 28, 2024 AT 7:00 AM
THIS SURVEY IS SUBJECT TO THE FOLLOWING EXCEPTIONS AS ENUMERATED ON THE TITLE COMMITMENT IN SCHEDULE B, PART II:

Items 1 through 9 are not survey issues.

- Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed May 05, 2011 as Document No. 2011P00008. (**Shown**)
- Easements, restrictions, setback lines or servitudes, if any, reflected on this plat when it is recorded.
- Temporary Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04651. (**Expired**)
- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04652. (**Shown**)
- Permanent Drainage Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05122. (**Shown**)
- An easement for Temporary Roadway granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 in/on Instrument No. 2016R05123. (**Expired**)
- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05124. (**Shown**)
- Right of Way Easement granted to Consolidated Rural Water District #1, Leavenworth County, Kansas as set forth in instrument recorded July 19, 2017 as Document No. 2017R05895. (**Shown**)
- Easement granted to Greeley Gas Company as set forth in instrument recorded January 27, 1987 in Book 603, Page 1390. (**Falls within road right-of-way along the east side of existing Lot 3/proposed Lots 4 and 5**)
- Not a survey issue.
- Easement granted to Cities Service Gas Company as set forth in instrument recorded June 14, 1965 in Book 454, Page 447. (**Recorded document is a blanket easement, plat of Thomas Farm Subdivision depicts easement as a 66' wide easement along Donahoo Road as shown hereon**)
- Not a survey issue.



PROJECT LOCATION
SECTION 26-10-22

LEAVENWORTH ROAD
VICINITY MAP
SCALE: 1" = 2000'

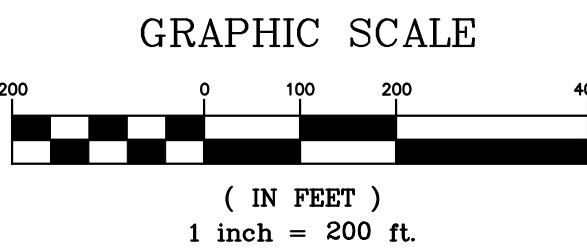
9-16-24
PW Combined
No Further
Comments

LEGEND

- ▲ MONUMENT FOUND AS DESCRIBED
- BAR FOUND AS DESCRIBED
ORIGIN UNKNOWN UNLESS NOTED
- ⊙ SET 1/2" X 24" REBAR WITH
PLASTIC KS CLS 93 CAP
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING LINE
- R/W RIGHT-OF-WAY
- LIMITS OF NO ACCESS

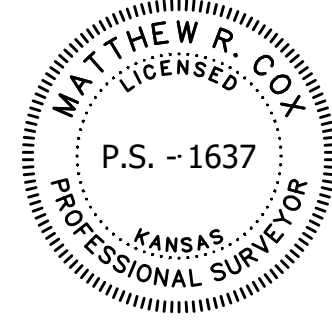
RESTRICTIONS:

- No off plat restrictions.
- Setbacks:
 - Rear - 40' for residences, 15' for accessory buildings
 - Side - 15'
- An engineered wastewater disposal may be required due to poor soil conditions.
- Erosion control shall be used when designing and constructing driveways and other structures.
- A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place.
- Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading, weather permitting.
- Lots are subject to the current access management policy resolution.
- Structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations.
- This plat hereby vacates any previously platted easements and or encumbrances not shown hereon.
- An exception from Article 50, Section 40.3.h was granted to allow an accessory building without a principal building has been approved for Lot 5.
- An exception from Article 50, Section 40.3.i was granted for the lot-width to lot-depth has been approved for Lot 6.



DEVELOPER:
CODY HERBSTER
14164 ASHBURY CT
BASEHOR, KANSAS 66007
PHONE: (312) 859-8328
EMAIL: cody.herbster@me.com

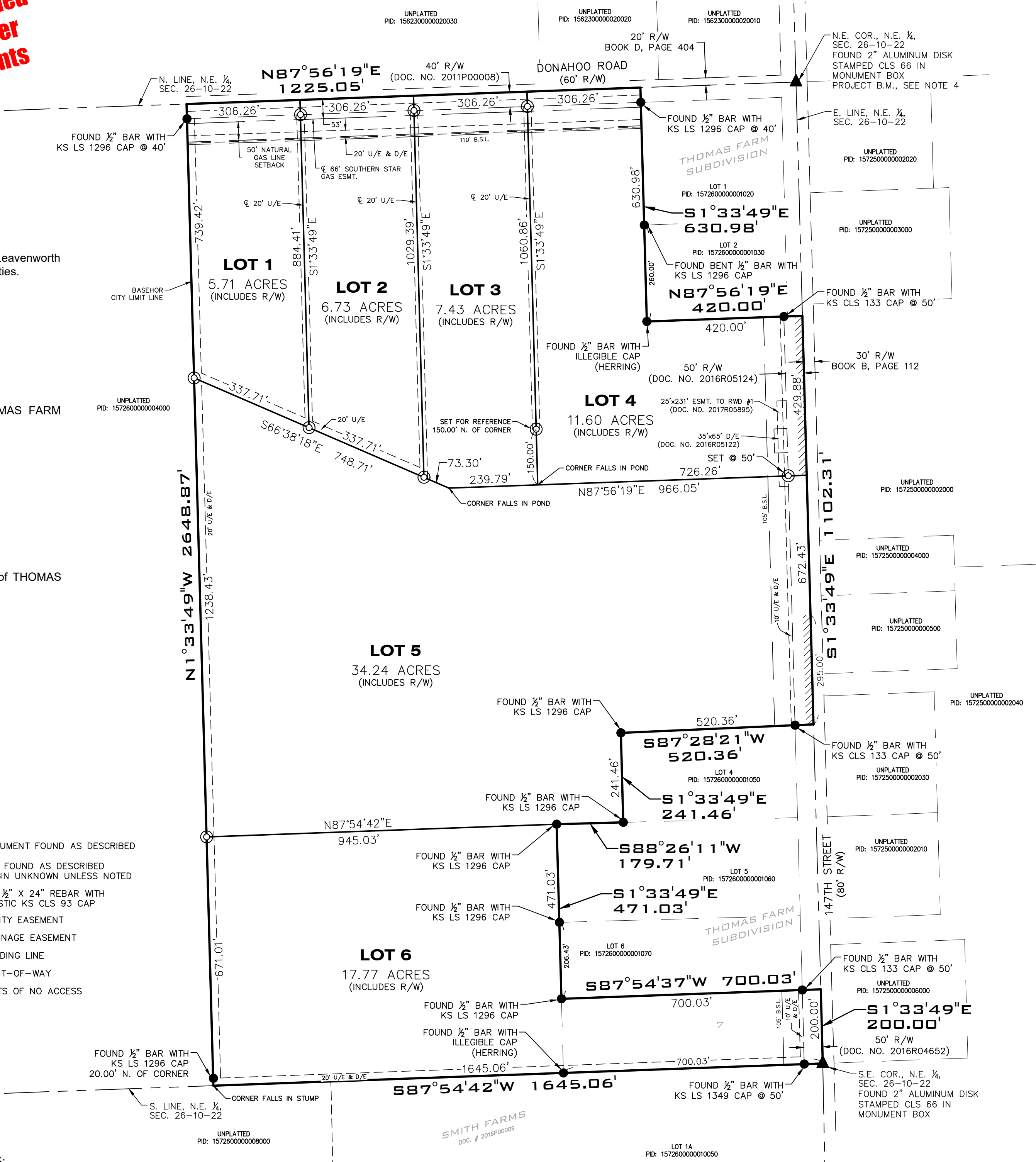
THIS IS TO CERTIFY THAT ON THE 27TH DAY OF JUNE 2024, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.



OWNERS OF LOT 3 EXC. S. 671.03'
PAMELA FREEMAN, JANET ATKINS,
CINDY WHITED, & BRIAN THOMAS
20807 147TH STREET
BASEHOR, KANSAS 66007

OWNERS OF LOT 7 & S. 671.03' LOT 3
LLOYDE FREEMAN & PAMELA FREEMAN
20807 147TH STREET
BASEHOR, KANSAS 66007

FINAL PLAT THOMAS FARM SUBDIVISION, 2ND PLAT REPLAT OF LOTS 3 & 7, THOMAS FARM SUBDIVISION IN THE N.E. 1/4 OF SEC. 26, TOWNSHIP 10S, RANGE 22E LEAVENWORTH COUNTY, KANSAS



LEGAL DESCRIPTION

This is a resurvey and resubdivision of Lots 3 and 7, Thomas Farm Subdivision, a subdivision of land in the Northeast Quarter of Section 26, Township 10 South, Range 22 East, in Leavenworth County, Kansas.

DEDICATION

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THOMAS FARM SUBDIVISION, 2ND PLAT"

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

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

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

The undersigned proprietors to the above described tract of land hereby affirm that all previous property taxes have been paid.

EXECUTION

OWNERS OF PROPOSED LOT 6

IN TESTIMONY WHEREOF, Lloyd C Freemand and Pamela Freeman have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Lloyd C. Freeman Pamela Freeman

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd C. Freemand and Pamela Freeman who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

OWNERS OF PROPOSED LOTS 1, 2, 3, 4, & 5

IN TESTIMONY WHEREOF, Pamela Freeman, Janet Atkins, Cindy Whited, and Brian Thomas have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Pamela Freeman Janet Atkins

By: _____ By: _____
Cindy Whited Brian R. Thomas

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Pamela Freeman, Janet Atkins, Cindy Whited, Brian R. Thomas, who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

NOTES:

- Basis of bearings: S01°33'49"E along the east line of Lot 3 per plat of Thomas Farm Subdivision, recorded at Document No. 2011P00008.
- Subject property lies in "Zone X, Areas determined to be outside the 0.2% annual chance floodplain" as shown on FEMA FIRM Numbers 2010C0241G and 2010C0243G, effective 7/16/2015. Floodplain information regarding the plat is based on the best information available at the time the plat was prepared and recorded.
- All bearings and distances are record and measured values unless otherwise noted.
- Project Bench Mark - 2" aluminum disk in monument box at the N.E. corner of Section 26-10-22, elevation=964.4
- Existing Use: Farming on existing Lot 3, single family home on existing Lot 7
- Proposed Use: Single family residential
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations. Developer will ensure Donahoo Road meets federal low volume road standard prior to issuance of a building permit for Lots 1, 2, 3, and 4.

ERROR OF CLOSURE

Perimeter: 9984.85' Area: 3636345.23 Sq. Ft.
Error Closure: 0.0095 Course: S7°44'58"E
Error North: -0.0094 East: 0.00128

Precision: 1:1051037.89

THOMAS FARM SUBDIVISION, 2ND PLAT



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

AD PROJECT #39669 SEC. 26-10-22 FINAL PLAT

PRELIMINARY PLAT

THOMAS FARM SUBDIVISION, 2ND PLAT

REPLAT OF LOTS 3 & 7, THOMAS FARM SUBDIVISION

IN THE N.E. 1/4 OF SEC. 26, TOWNSHIP 10S, RANGE 22E

LEAVENWORTH COUNTY, KANSAS

9-16-24

PW Combined
No Further
Comments

NOTES:

- Basis of bearings: S01°33'49"E along the east line of Lot 3 per plat of Thomas Farm Subdivision, recorded at Document No. 2011P00008.
- Subject property lies in "Zone X, Areas determined to be outside the 0.2% annual chance floodplain" as shown on FEMA Form Numbers 20103C0241G and 20103C0243G, effective 7/16/2015. Floodplain information regarding the plat is based on the best information available at the time the plat was prepared and recorded.
- All bearings and distances are record and measured values unless otherwise noted.
- Project Bench Mark - 2" aluminum disk in monument box at the N.E. corner of Section 26-10-22, elevation=964.4
- Existing Use: Farming on existing Lot 3, single family home on existing Lot 7
- Proposed Use: Single family residential
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations. Developer will ensure Donahoo Road meets federal low volume road standard prior to issuance of a building permit for Lots 1, 2, 3, and 4.

RESTRICTIONS:

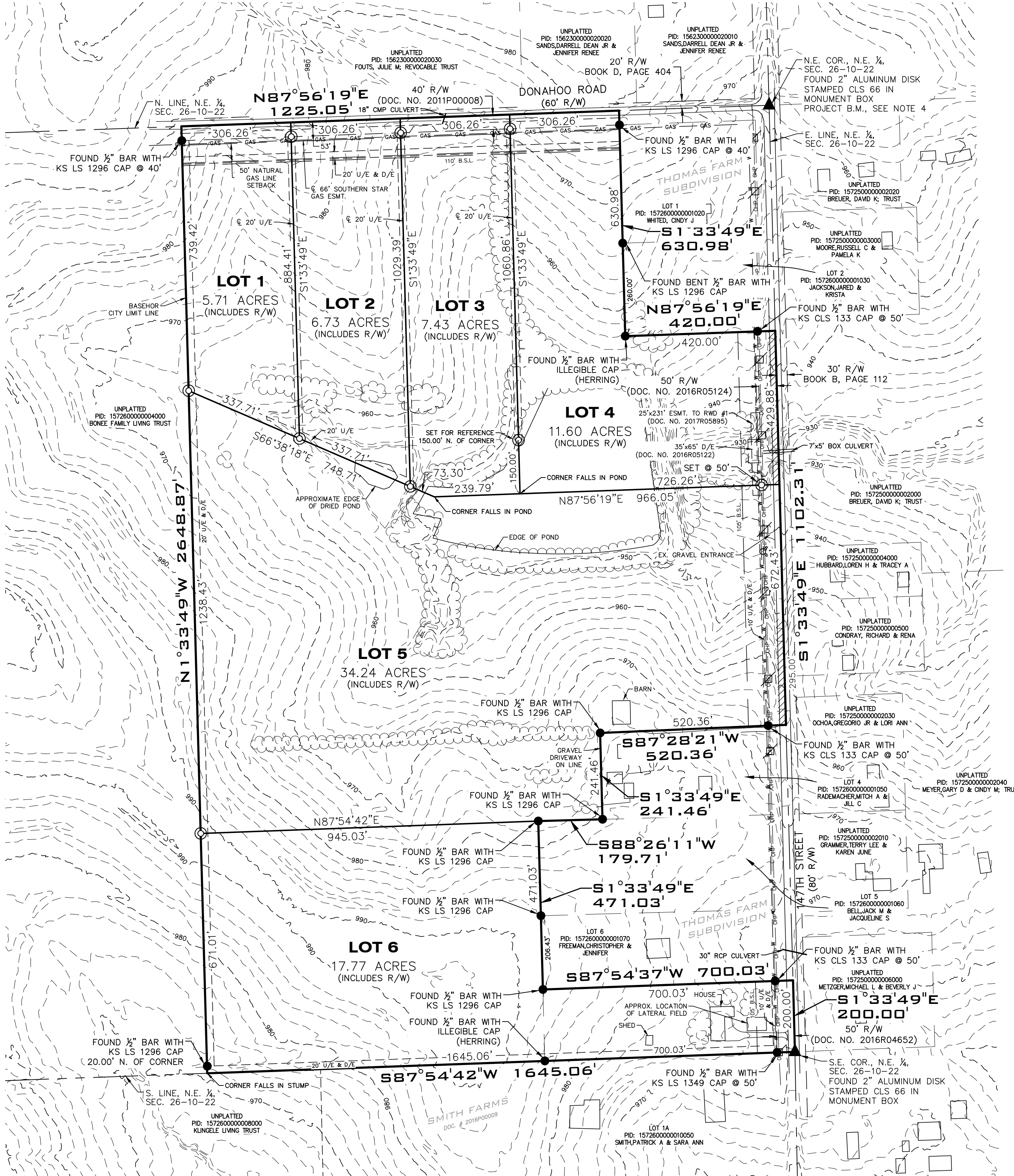
- No off plat restrictions.
- Setbacks:
 - Rear - 40' for residences, 15' for accessory buildings
 - Side - 15'
- An engineered wastewater disposal may be required due to poor soil conditions.
- Erosion control shall be used when designing and constructing driveways and other structures.
- A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place.
- Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading, weather permitting.
- Lots are subject to the current access management policy resolution.
- Structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations.
- This plat hereby vacates any previously platted easements and or encumbrances not shown hereon.
- An exception from Article 50, Section 40.3.h was granted to allow an accessory building without a principal building has been approved for Lot 5.
- An exception from Article 50, Section 40.3.i was granted for the lot-width to lot-depth has been approved for Lot 6.

TITLE INFORMATION SHOWN HEREON IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY SECURITY 1ST TITLE, COMMITMENT NO. 3078434, DATED MAY 28, 2024 AT 7:00 AM

THIS SURVEY IS SUBJECT TO THE FOLLOWING EXCEPTIONS AS ENUMERATED ON THE TITLE COMMITMENT IN SCHEDULE B, PART II:

Items 1 through 9 are not survey issues.

- Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed May 05, 2011 as Document No. 2011P00008. (**Shown**)
- Easements, restrictions, setback lines or servitudes, if any, reflected on this plat when it is recorded.
- Temporary Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04651. (**Expired**)
- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 08, 2016 as Document No. 2016R04652. (**Shown**)
- Permanent Drainage Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05122. (**Shown**)
- An easement for Temporary Roadway granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 in/on Instrument No. 2016R05123. (**Expired**)
- Permanent Roadway Easement granted to Board of County Commissioners of Leavenworth County as recorded June 21, 2016 as Document No. 2016R05124. (**Shown**)
- Right of Way Easement granted to Consolidated Rural Water District #1, Leavenworth County, Kansas as set forth in instrument recorded July 19, 2017 as Document No. 2017R05895. (**Shown**)
- Easement granted to Greeley Gas Company as set forth in instrument recorded January 27, 1987 in Book 603, Page 1390. (**Falls within road right-of-way along the east side of existing Lot 3/proposed Lots 4 and 5**)
- Not a survey issue.
- Easement granted to Cities Service Gas Company as set forth in instrument recorded June 14, 1965 in Book 454, Page 447. (**Recorded document is a blanket easement, plat of Thomas Farm Subdivision depicts easement as a 66' wide easement along Donahoo Road as shown hereon**)
- Not a survey issue.



LEGAL DESCRIPTION

This is a resurvey and resubdivision of Lots 3 and 7, Thomas Farm Subdivision, a subdivision of land in the Northeast Quarter of Section 26, Township 10 South, Range 22 East, in Leavenworth County, Kansas.

SITE INFORMATION

Plat area: 83.45 acres

Existing & Proposed Zoning: RR-2.5

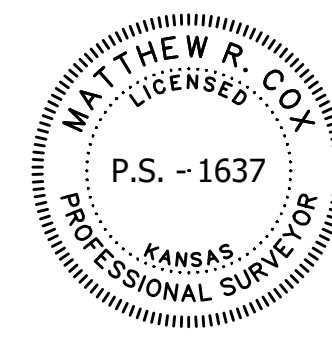
Existing Use: Farming on existing Lot 3, single family home on existing Lot 7

Proposed Use: Single family residential

Streets:
147th Street is a 30' wide asphalt road.
Donahoo Road is a 22' wide gravel road.

Utilities:
Sewer: Septic
Water: RWD 1
Power: Everyg
Natural Gas: Atmos

THIS IS TO CERTIFY THAT ON THE 27TH DAY OF JUNE 2024, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.



DEVELOPER:
CODY HERBSTER
14164 ASHBURY CT
BASEHOR, KANSAS 66007
PHONE: (312) 859-8328
EMAIL: cody.herbster@me.com

OWNERS OF LOT 3 EXC. S. 671.03'
PAMELA FREEMAN, JANET ATKINS,
CINDY WHITED, & BRIAN THOMAS
20807 147TH STREET
BASEHOR, KANSAS 66007

OWNERS OF LOT 7 & S. 671.03' LOT 3
LLOYDE FREEMAN & PAMELA FREEMAN
20807 147TH STREET
BASEHOR, KANSAS 66007

THOMAS FARM SUBDIVISION, 2ND PLAT



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

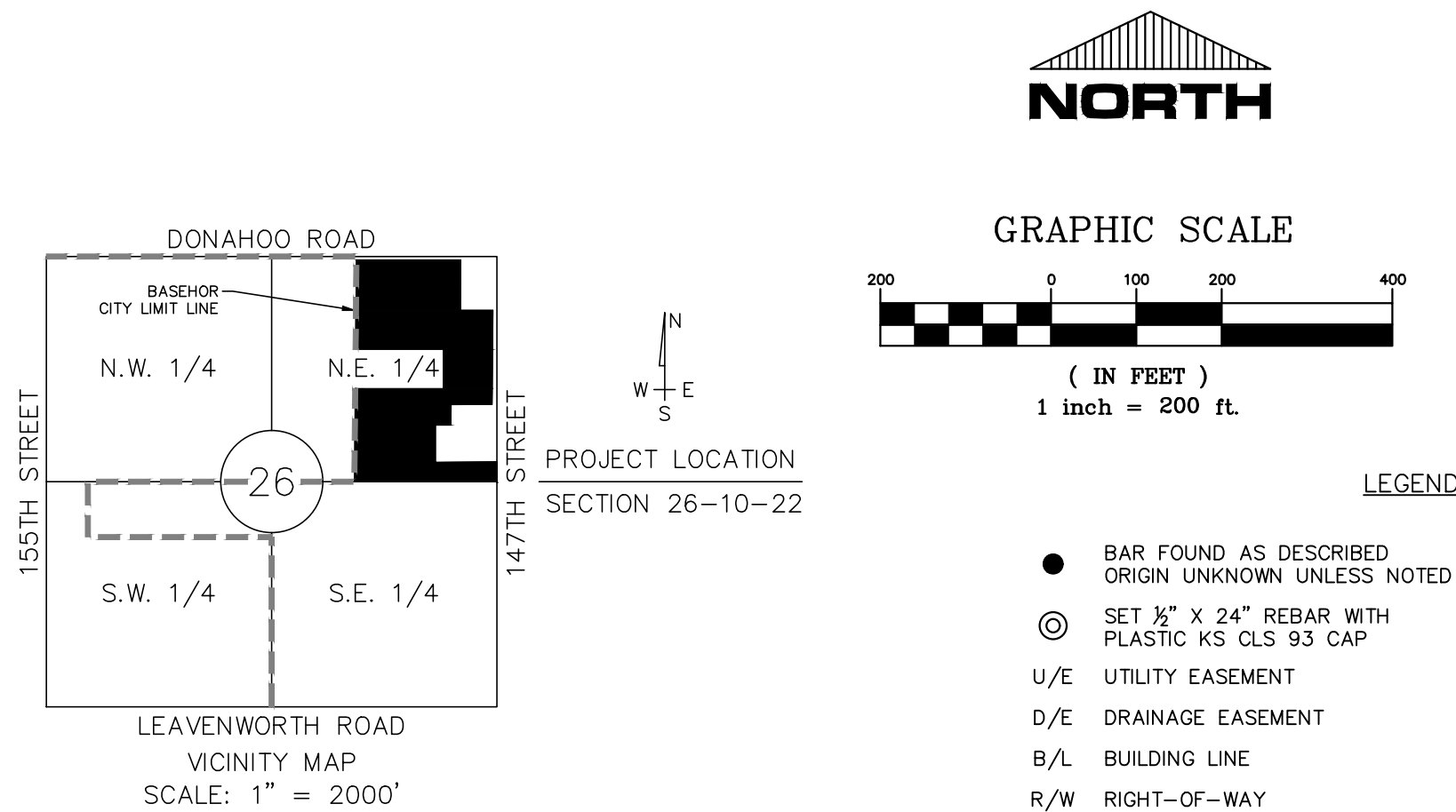
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-9604

AD PROJECT #39669

SEC. 26-10-22

PRELIMINARY PLAT



REGISTER OF DEEDS CERTIFICATE
Filed for Record as Document No. _____ on this
_____ day of _____, 20____ at _____
o'clock ____ M in the Office of the Register of Deeds of Leavenworth
County, Kansas.

Register of Deeds - TerriLois G. Mashburn

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

Reviewed 2024.09.03 No Comments

Daniel Baunchen, PS-1363
County Surveyor

ACKNOWLEDGEMENTS

COUNTY ENGINEER'S APPROVAL

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

By: _____
Mitch Pleak, County Engineer

PLANNING COMMISSION APPROVAL

We, the Planning Commission Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Marcus Majure, Chairman John Jacobson, Secretary

COUNTY COMMISSION APPROVAL

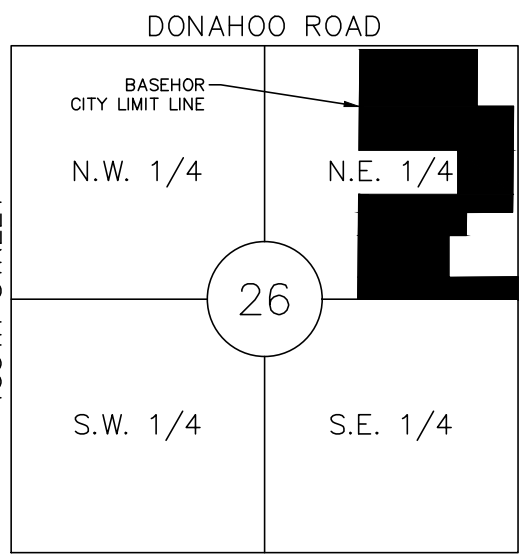
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approved the foregoing plat of THOMAS FARM SUBDIVISION, 2ND PLAT this _____ day of _____, 20____.

By: _____ Attest: _____
Jeff Culbertson, Chairman Janet Klasinski, County Clerk

TITLE INFORMATION SHOWN HEREON IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY SECURITY 1ST TITLE, COMMITMENT NO. 3078434, DATED MAY 28, 2024 AT 7:00 AM
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PROJECT LOCATION
SECTION 26-10-22

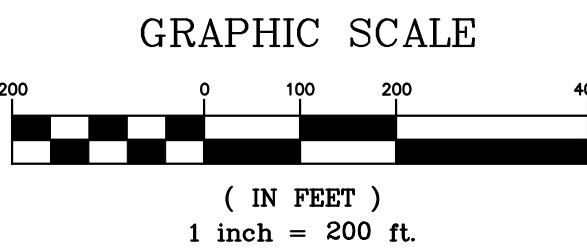
LEAVENWORTH ROAD
VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- ▲ MONUMENT FOUND AS DESCRIBED
- BAR FOUND AS DESCRIBED
ORIGIN UNKNOWN UNLESS NOTED
- ⊙ SET 1/2" X 24" REBAR WITH
PLASTIC KS CLS 93 CAP
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING LINE
- R/W RIGHT-OF-WAY
- LIMITS OF NO ACCESS

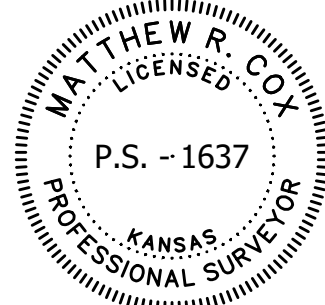
RESTRICTIONS:

- No off plat restrictions.
- Setbacks:
Rear - 40' for residences, 15' for accessory buildings
Side - 15'
- An engineered wastewater disposal may be required due to poor soil conditions.
- Erosion control shall be used when designing and constructing driveways and other structures.
- A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place.
- Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading, weather permitting.
- Lots are subject to the current access management policy resolution.
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- An exception from Article 50, Section 40.3.h was granted to allow an accessory building without a principal building has been approved for Lot 5.
- An exception from Article 50, Section 40.3.i was granted for the lot-width to lot-depth has been approved for Lot 6.



DEVELOPER:
CODY HERBSTER
14164 ASHBURY CT
BASEHOR, KANSAS 66007
PHONE: (312) 859-8328
EMAIL: cody.herbster@me.com

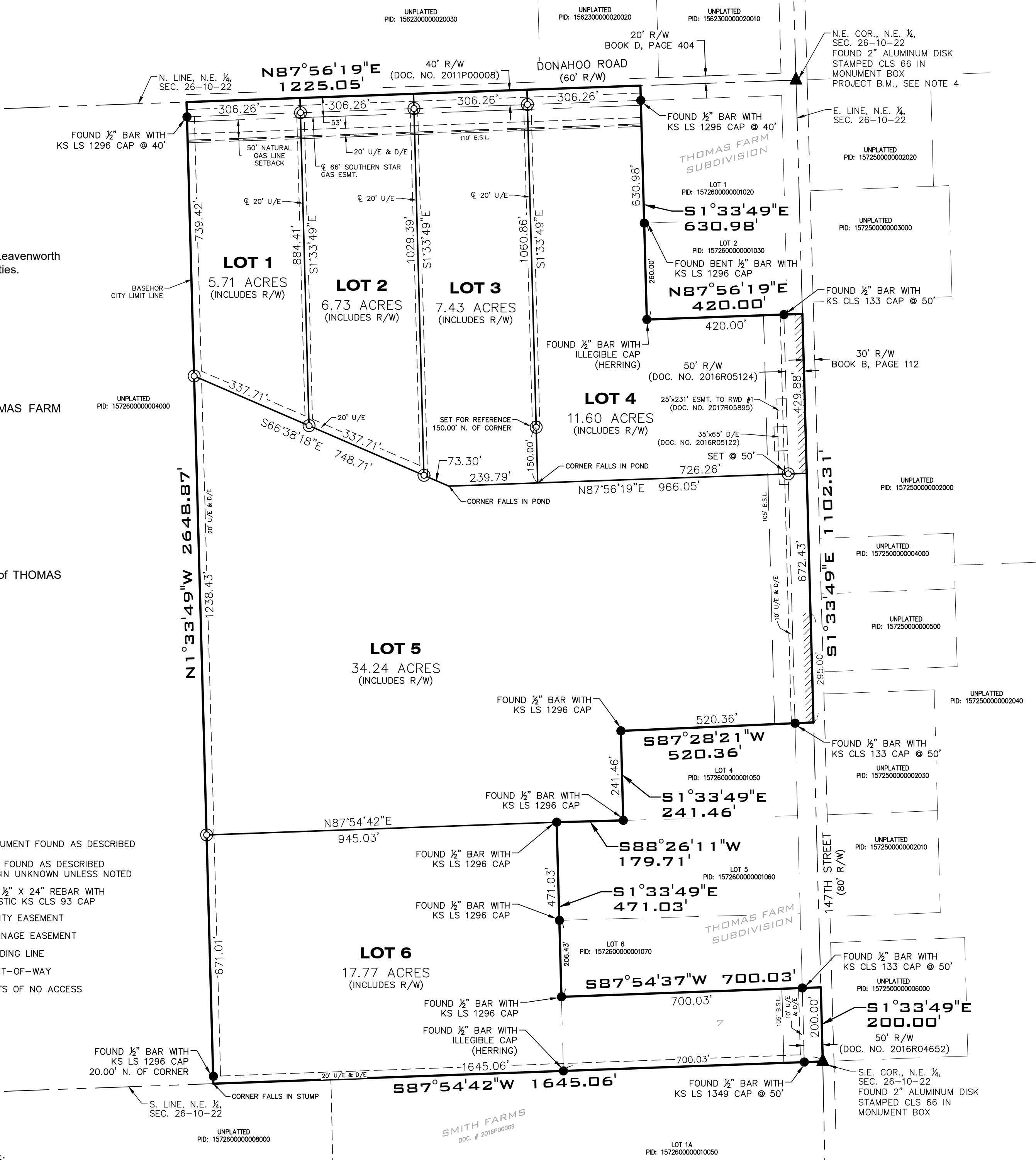
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OWNERS OF LOT 3 EXC. S. 671.03'
PAMELA FREEMAN, JANET ATKINS,
CINDY WHITED, & BRIAN THOMAS
20807 147TH STREET
BASEHOR, KANSAS 66007

OWNERS OF LOT 7 & S. 671.03' LOT 3
LLOYDE FREEMAN & PAMELA FREEMAN
20807 147TH STREET
BASEHOR, KANSAS 66007

FINAL PLAT THOMAS FARM SUBDIVISION, 2ND PLAT REPLAT OF LOTS 3 & 7, THOMAS FARM SUBDIVISION IN THE N.E. 1/4 OF SEC. 26, TOWNSHIP 10S, RANGE 22E LEAVENWORTH COUNTY, KANSAS



LEGAL DESCRIPTION

This is a resurvey and resubdivision of Lots 3 and 7, Thomas Farm Subdivision, a subdivision of land in the Northeast Quarter of Section 26, Township 10 South, Range 22 East, in Leavenworth County, Kansas.

DEDICATION

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THOMAS FARM SUBDIVISION, 2ND PLAT"

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

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

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

The undersigned proprietors to the above described tract of land hereby affirm that all previous property taxes have been paid.

EXECUTION

OWNERS OF PROPOSED LOT 6

IN TESTIMONY WHEREOF, Lloyd C Freemand and Pamela Freeman have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Lloyd C. Freeman Pamela Freeman

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd C. Freemand and Pamela Freeman who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

OWNERS OF PROPOSED LOTS 1, 2, 3, 4, & 5

IN TESTIMONY WHEREOF, Pamela Freeman, Janet Atkins, Cindy Whited, and Brian Thomas have caused this instrument to be executed this _____ day of _____, 20____.

By: _____ By: _____
Pamela Freeman Janet Atkins

By: _____ By: _____
Cindy Whited Brian R. Thomas

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Pamela Freeman, Janet Atkins, Cindy Whited, Brian R. Thomas, who are personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for themselves and for the uses and purposes herein setforth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

NOTES:

- Basis of bearings: S01°33'49"E along the east line of Lot 3 per plat of Thomas Farm Subdivision, recorded at Document No. 2011P00008.
- Subject property lies in "Zone X, Areas determined to be outside the 0.2% annual chance floodplain" as shown on FEMA FIRM Numbers 20103C0241G and 20103C0243G, effective 7/16/2015. Floodplain information regarding the plat is based on the best information available at the time the plat was prepared and recorded.
- All bearings and distances are record and measured values unless otherwise noted.
- Project Bench Mark - 2" aluminum disk in monument box at the N.E. corner of Section 26-10-22, elevation=964.4
- Existing Use: Farming on existing Lot 3, single family home on existing Lot 7
- Proposed Use: Single family residential
- In accordance with the LVCO Access Management Policy, Lot 4 entrance(s) shall be limited to Donahoo Road." Lots with frontage on roadways of various road classifications must place their entrance(s) along the roadway with the lower roadway classification.
- Donahoo Road is a Minimum Maintained Road and subject to Leavenworth County Regulations.

ERROR OF CLOSURE

Perimeter: 9984.85' Area: 3636345.23 Sq. Ft.
Error Closure: 0.0095 Course: S7°44'58"E
Error North: -0.00942 East: 0.00128

Precision 1: 1051037.89

THOMAS FARM SUBDIVISION, 2ND PLAT



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

AD PROJECT #39669 SEC. 26-10-22 FINAL PLAT

**Leavenworth County
Request for Board Action
Case No. DEV-24-102 & 103
Preliminary & Final Plat Smith Ridge**

Date: September 25, 2024
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ Administrator Review ☒ Legal Review ☒

Action Request:

Chairman, I move that the proposed Final Plat as outlined in case DEV-24-103 be approved with conditions, that the plat is compliant with the County Zoning & Subdivision Regulations, as set forth in the Staff Report, as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented, be accepted by this board and that the conditions set forth in the Staff Report be made part of this approval.

Analysis: The applicant is proposing to divide a 12.80 acre parcel into five (5) lots. The Subdivision is classified as a Class C with all lots lying 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 3). All lots range in size from approximately 2.5 to 3.23 acres. All lots meet the requirements for the RR-2.5 zoning district. During the Preliminary Plat phase, exceptions were granted for:

1. Exception to Article 50 Section 40.3.h. Accessory structure without a principle structure.
2. Exception to Article 50, Section 40.3.i. Lot-Width to Lot-Depth.

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations. As well as the approved exceptions.

Recommendation: The Planning Commission voted 7-0 (2 absent) to recommend approval of Case No.DEV-24-103, Final Plat for Smith Ridge subject to conditions.

Alternatives:

1. Approve Case No. DEV-24-103, Final Plat for Smith Ridge, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-24-103, Final Plat for Smith Ridge, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-24-103, Final Plat for Smith Ridge, with Findings of Fact; or

4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-102 & 103 Smith Ridge

September 11, 2024

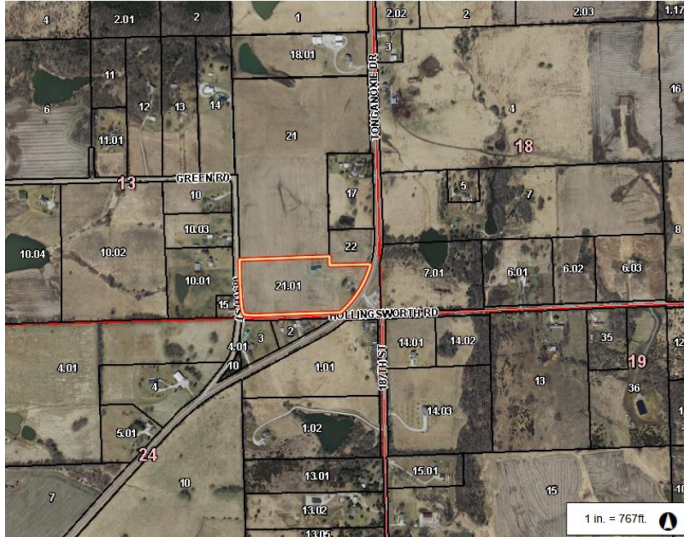
REQUEST: *Regular Agenda*

☒ Preliminary Plat ☒ Final Plat

STAFF REPRESENTATIVE:

JOSH SCHWEITZER
Development Planner

SUBJECT PROPERTY: 22027 Tonganoxie Dr.



APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING
315 N. 5th Street
Leavenworth, KS 66048

PROPERTY OWNER:

Smith Trust Agreement
22323 Tonganoxie Dr.
Tonganoxie KS 66086

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:

RR-2.5

LEGAL DESCRIPTION:

A Minor Subdivision in the Southeast Quarter of Section 13, Township 10 South, Range 21, East of the 6th P.M., in Leavenworth County Kansas.

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Recommend approval of Case No. DEV-24-102 & 103, Preliminary & Final Plat for Smith Ridge, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-102 & 103, Preliminary & Final Plat for Smith Ridge to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 12.80 ACRES

PARCEL ID NO:

146-13-0-00-00-021.01

BUILDINGS:

Existing House and Outbuilding

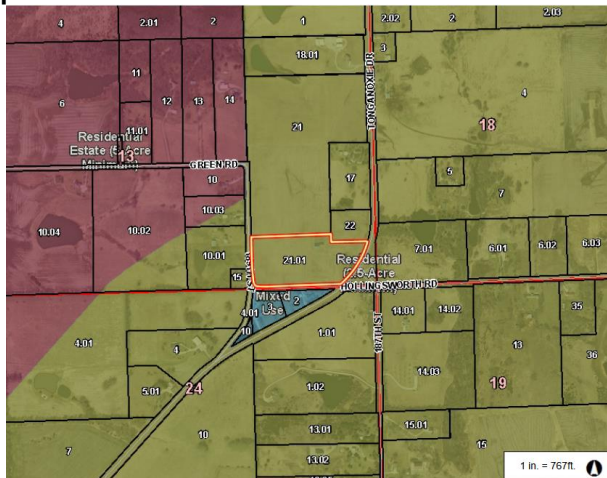
PROJECT SUMMARY:

Request for Preliminary & Final plat approval to subdivide property located at 22027 Tonganoxie Dr. (146-13-0-00-00-021.01) as Lots 01 through 05 of Smith Ridge.

ACCESS/STREET:

Tonganoxie Dr., Arterial, Paved \pm 28' &
Hollingsworth Road - Local, Gravel \pm 22'

Location Map: FUTURE LAND USE DESIGNATION



UTILITIES

SEWER: PRIVATE SEPTIC

FIRE: STRANGER

WATER: RWD 8

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

9/5/2024

NEWSPAPER NOTIFICATION:

N/A

**NOTICE TO SURROUNDING
PROPERTY OWNERS:**

N/A

STANDARDS TO BE CONSIDERED: <i>Type content in each if necessary (delete this afterwards)</i>			
Leavenworth County Zoning and Subdivision Standards: Preliminary Review		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Exception needed from Article 50, Section 40.3.i. Lot-Depth to Lot-Width & Article 50, Section 40.3.h. Accessory structure to remain on lot without a principle structure.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide a 12.80 acre parcel into five (5) lots. The Subdivision is classified as a Class C with all lots lying 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 3). All lots range in size from approximately 2.5 to 3.23 acres. An exception for Lot-Depth to Lot-Width is needed for lot 5 because it exceeds the 1:1 ratio. An exception for an accessory structure to remain on a lot without a principal structure is needed for Lot 4. All lots meet the requirements for the RR-2.5 zoning district.

EXCEPTIONS:

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the Smith Ridge subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

The applicant has requested an exception from Article 50, Section 40.3.h. – Accessory structure to remain on a lot without a principal structure. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.h. – Accessory structure to remain on lot without a principal structure conformance with the Zoning & Subdivision Regulations for the Smith Ridge subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. An exception from Article 50, Section 40.3.h Accessory structure to remain on lot without a principal structure has been granted for Lot 4.
6. An exception from Article 50, Section 40.3.i Lot-Width to Lot-Depth has been granted for Lot 5.
7. The developer must comply with the following memorandums:
 - Memo – RWD 8, dated July 16, 2024
 - Memo – Emergency Management, dated August 6, 2024
 - Email – Code Enforcement, dated July 19, 2024

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums

FINAL &
~~PRELIMINARY~~ PLAT APPLICATION
Leavenworth County Planning and Zoning Department
300 Walnut St., Suite 212
Leavenworth, Kansas
913-684-0465

SCANNED

Township: <u>Strauden</u>	Office Use Only
Case No. <u>DEV-24-</u>	Planning Commission Meeting Date: _____
Zoning District <u>2.5</u>	Date Received/Paid: _____
Comprehensive Plan Land Use Designation: <u>2.5 acre min.</u>	

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>SMITH TRUST AGREEMENT</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>22323 TONGANOXIE DR</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Tonganoxie, KS 66086</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: SMITH RIDGE

Address of Property: 22027 Tonganoxie Drive

PID: 146-13-0-00-00-021 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>13.97 Acres</u>	Number of Lots: <u>5 Lots</u>	Minimum Lot Size: <u>2.53 Acre</u>
Maximum Lot Size: <u>3.23 Acres</u>	Proposed Zoning: <u>RR - 2.5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 8</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Stranger</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider: <u>Atmos - Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning & Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number: _____	
I, the undersigned, am the owner, <u>duly authorized agent</u> , of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.	
Signature: <u>Joe Herring - digitally signed July 7, 2024</u>	Date: <u>7/7/24</u>

ATTACHMENT A

INFORMATIONAL TITLE REPORT

Issued by

Kansas Secured Title, Inc. - Leavenworth

360 Santa Fe Street

Leavenworth, Kansas 66048

913-682-8911

www.kstitle.com



SERVICE BEYOND EXPECTATION

Title Officer: Jeff Conklin
jconklin@kstitle.com
File No.: TX0017732
Customer File No.:
Revision No.:

1. THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

THIS REPORT CONTAINS HYPERLINKS TO CERTAIN DOCUMENTS. ITEMS WHICH ARE BLUE AND UNDERLINED ARE HYPER-LINKS AND THE REFERENCED DOCUMENTS MAY BE VIEWED BY CLICKING THEM.

2. This Report is Effective as of: July 5, 2024, 8:00 am

3. The land referred to herein is described as follows:

Tract A:

A tract of land in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 28, 2024, and more fully described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence South 01°39'39" East for a distance of 407.71 feet along the East line of said Southeast Quarter to the True Point of Beginning; thence continuing South 01°39'39" East for a distance of 726.10 feet along said East line; thence South 88°49'04" West for a distance of 466.72 feet; thence South 01°32'18" East for a distance of 959.26 feet; thence South 88°28'17" West for a distance of 851.22 feet; thence North 01°39'42" West for a distance of 1684.57 feet; thence North 88°33'34" East for a distance of 1320.00 feet to the point of beginning, together with and subject to covenants, easements, and restrictions of record.

Tract B:

A tract of land in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 28, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence South 88°28'17" West for a distance of 347.53 feet along the South line of said Southeast Quarter to the True Point of Beginning; thence continuing South 88°28'17" West for a distance of 972.48 feet along said South line; thence North 01°39'42" West for a distance of 550.00 feet; thence North 88°28'17" East for a distance of 851.22 feet; thence South 01°32'18" East for a distance of 91.13 feet; thence North 88°27'42" East for a distance of 374.99 feet; thence South 73°44'10" East for a distance of 50.01 feet to the apparent centerline of Tonganoxie Drive as surveyed and described by D.G. White LS-356; thence along a non-tangent curve to the right having a radius of 955.30 feet and an arc length of 542077 feet along said centerline to the South line of said Southeast Quarter, being subtended by a chord bearing South 32°32'45" West and a chord distance of 535.61 feet, and to the point of beginning, together with and subject to covenants, easements, and restrictions of record.

TX0017732

AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner
COUNTY OF LEAVENWORTH
STATE OF KANSAS

We/I Douglas Edward Smith and _____

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -
22323 Tonganoxie Road Tonganoxie KS and that we authorize the
following people or firms to act in our interest with the Leavenworth County Planning
and Zoning Department for a period of one calendar year. Additionally, all statements
herein contained in the information herewith submitted are in all respects true and correct
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring – Herring Surveying Company 315 N. 5th Street, Leavenworth,
KS 66048, 913-651-3858

2)

Signed and entered this 16 day of January, 2024

Douglas Edward Smith 22323 Tonganoxie Rd Tonganoxie KS
Print Name, Address, Telephone 913 683 5775 6086

Douglas Edward Smith Trustee
Signature

STATE OF KANSAS)

) SS

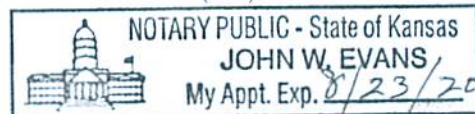
COUNTY OF LEAVENWORTH)

Be it remember that on this 16 day of January 2024 before me, a notary public in and
for said County and State came Douglas Edward Smith to me
personally known to be the same persons who executed the forgoing instrument of writing, and
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand
and affixed my notary seal the day and year above written.

NOTARY PUBLIC John W. Evans

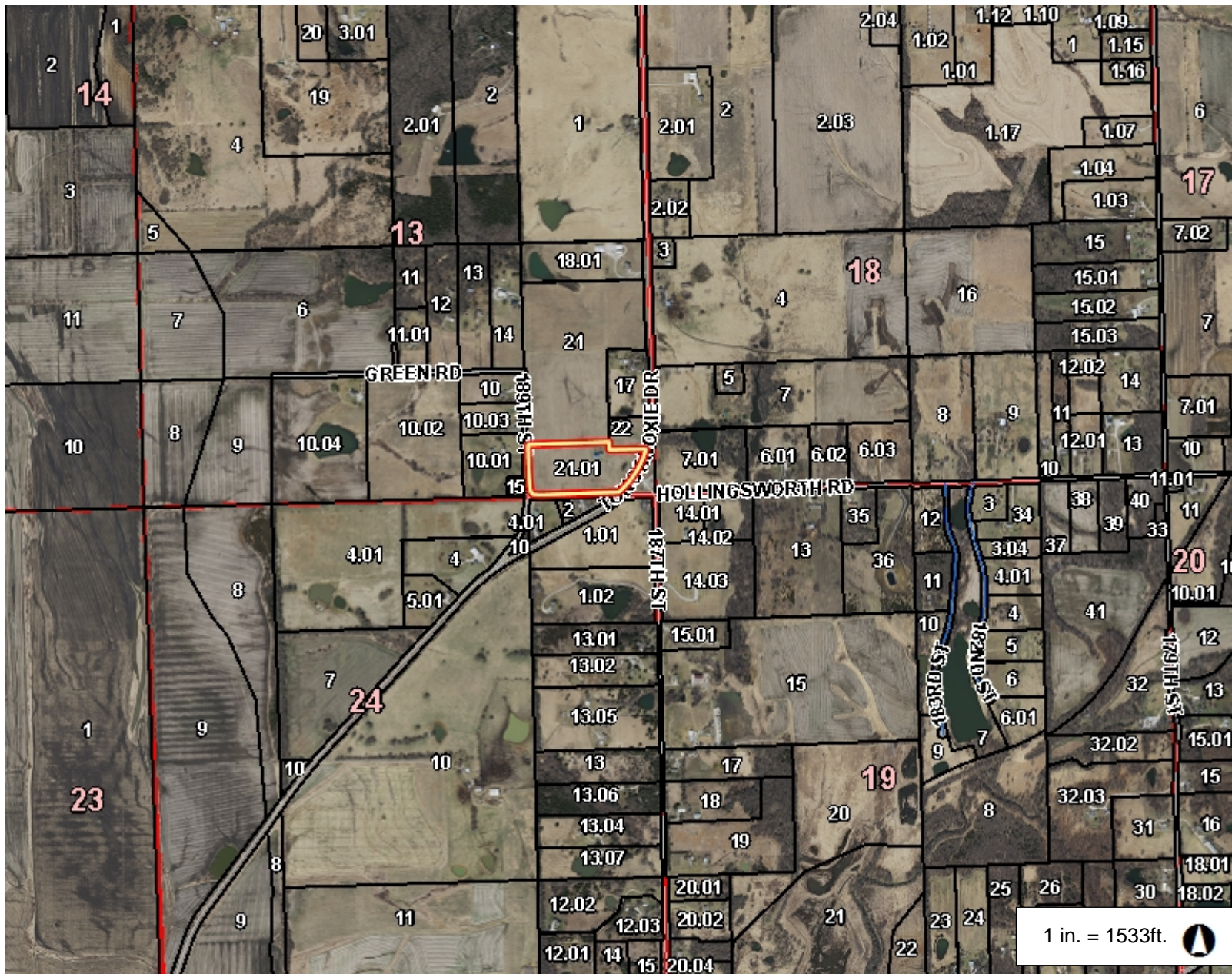
My Commission Expires: 8/23/2024

(seal)



24

Leavenworth County, KS



Legend

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

1 in. = 1533ft.



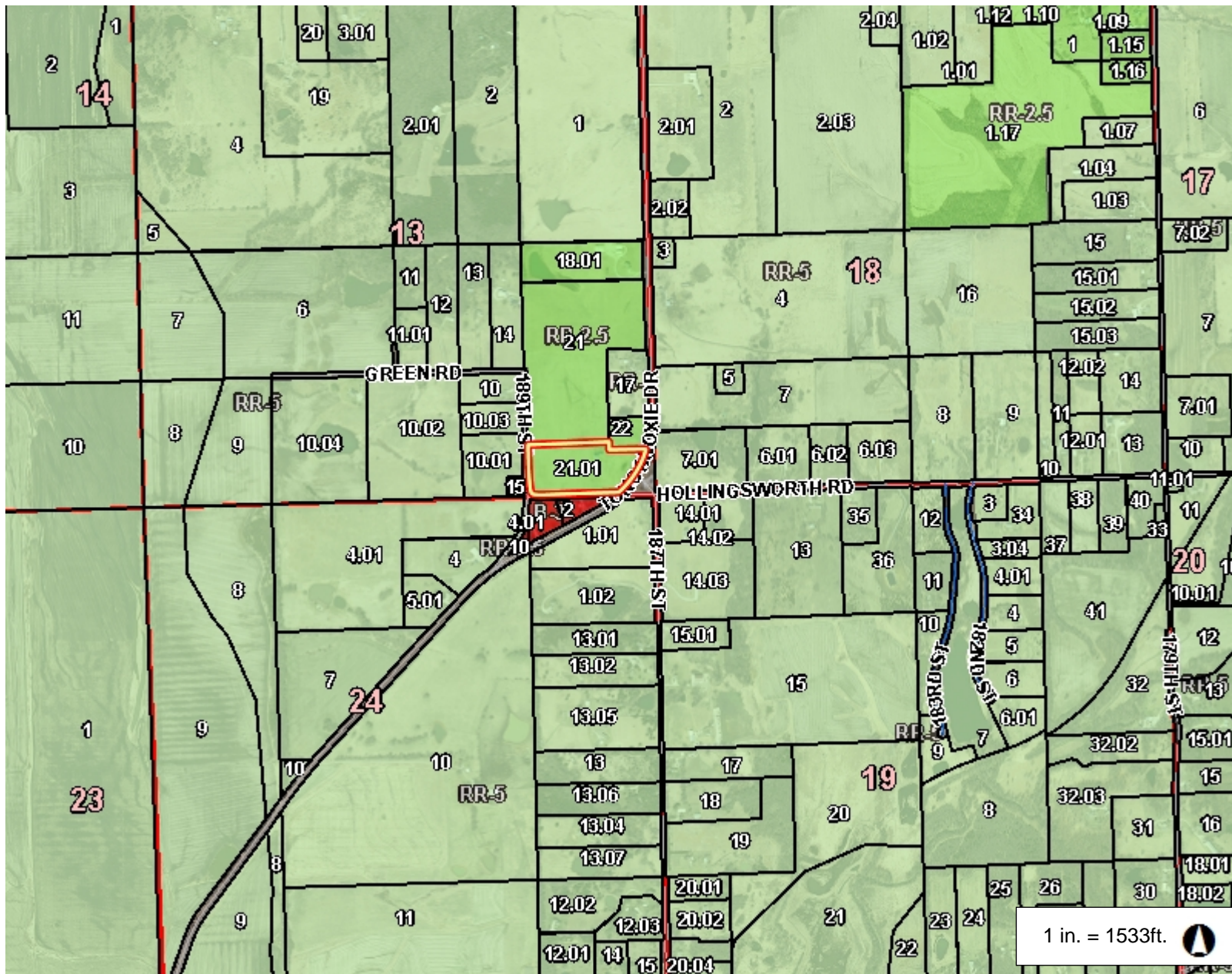
3,066.7 0 1,533.35 3,066.7 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Leavenworth County, KS



Legend

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

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

SMITH RIDGE Lot 5 - Exception from Article 50, Section 40.3.i. Lot-Depth to Lot-Width

ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

1. That there are special circumstances or conditions affecting the property.
Corner Lot with majority of frontage on a curve along Tonganoxie Road
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
Yes - allows for best use and development of property
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.
It is not.

ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

1. That there are special circumstances or conditions affecting the property.
Structure stores equipment for the family farm. Barn has been in place prior to 1966
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
Yes - allows the structure to be continually used for equipment storage for the Family farm.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.
No it will not.

SMITH RIDGE

A Minor Subdivision in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th R.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:
SMITH TRUST AGREEMENT
22323 TONGANOXIE DR
TONGANOXIE, KS 66086
PID NO. 146-13-0-00-00-021.01

RECORD DESCRIPTION:

Tract of land in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th R.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 28, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence South 88 degrees 28'17" West for a distance of 347.53 feet along the South line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 28'17" West for a distance of 972.48 feet along said South line; thence North 01 degrees 39'42" West for a distance of 550.00 feet; thence North 88 degrees 28'17" East for a distance of 851.22 feet; thence South 01 degrees 32'18" East for a distance of 91.13 feet; thence North 88 degrees 27'42" East for a distance of 374.99 feet; thence South 73 degrees 44'10" East for a distance of 50.01 feet to the apparent centerline of Tonganoxie Drive as surveyed and described by D.G.White LS-356; thence along a non-tangent curve to the right have a radius of 955.30 feet and an arc length of 542.88 feet along said centerline to the South line of said Southeast Quarter, being subtended by a chord bearing South 32 degrees 32'45" West and a chord distance of 535.61 feet, and to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 13.97 acres, more or less, including road right of way.
Error of Closure: 1 - 670006

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy
Additional access limits as shown hereon.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) An exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been granted for Lot 5
- 7) An exception to Article 50 Section 40.3.h to allow for accessory structure to remain on a lot without principle structure has been granted for Lot 4.
- 8) No off-plat restrictions.

ZONING:

RR 2.5 - Rural Residential 2.5

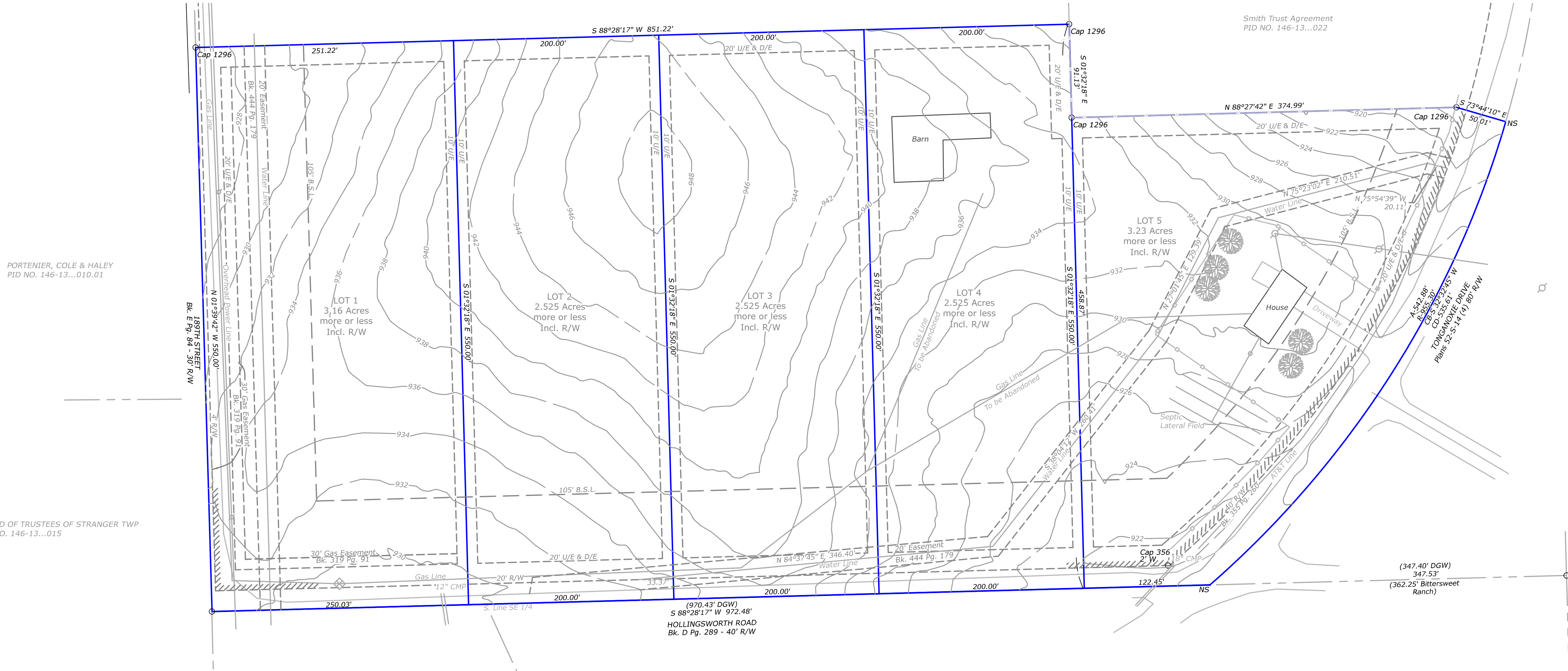
NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - 1 : 670006, 13.97 Acres, more or less, Incl. R/W
- 5) Basis of Bearing - KS SPC North Zone 1301
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
Project Benchmark (BM) - SE COR SE 1/4 Section 13 - Axle - Elev - 922.9'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Doc # 2024R04910
- 12) Utility Companies -
 - Water - RWD 8
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Kansas Secure Title File Number TX0017732 dated July 5, 2024.
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0225G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Existing Structures, if any, shown in approximate location.
- 17) Fence Lines do not necessarily denote the boundary line for the property.
- 18) Reference Surveys:
 - DGW - D.G.White - Survey 2011, S-15-05 #44, NKA 2005S044
 - KH - K. Herring Survey S-11 #60, 1978 NKA1978S060
 - JAH - J.A.Herring Survey Doc # 2024S027, 2024S030

LEGEND:

- - 1/2" Bar Set with Cap No.1296
- - 1/2" Bar Found, unless otherwise noted.
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- CL - Centerline
- SL - Section Line
- BM - Benchmark
- - DIRECTION OF WATER FLOW
- - Power Pole
- X - Barb Wire Fence Line
- - Agricultural Vinyl Fence Line
- OHP - Overhead Power Lines
- T - Underground Telephone/Fiber Optic Line
- ◆ - Gas Valve
- ⬮ - Water Meter/Valve
- ⬮ - Telephone Pedestal
- W - 6" Water Line - location as per district
- POB - Point of Beginning
- POC - Point of Commencing
- NS - Not Set this Survey per agreement with client
- - Tree
- ///// - No Vehicle Entrance Access

Smith Trust Agreement
PID NO. 146-13...021



PORTENIER, COLE & HALEY
PID NO. 146-13...010.01

BOARD OF TRUSTEES OF STRANGER TWP
PID NO. 146-13...015

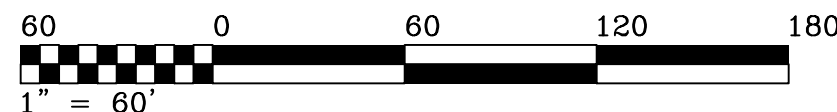
BROMLEY, GERALD & LORA
PID #146-24...003

DRENNAN, DAVID D & MARILEE E
PID #146-24...002



Scale 1" = 60'

Job # K-23-1741 PLAT
July 6, 2024 Rev. 9-4-24



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

A Minor Subdivision in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PREPARED FOR:
SMITH TRUST AGREEMENT
22323 TONGANOXIE DR
TONGANOXIE, KS 66086
PID NO. 146-13-0-00-00-021.01

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

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

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

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

IN TESTIMONY WHEREOF,
We, the undersigned owners of SMITH RIDGE, have set our hands this _____ day of _____, 2024.

Kay Diane Smith, Trustee
SMITH TRUST AGREEMENT

Douglas Edward Smith, Trustee
SMITH TRUST AGREEMENT

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2024, before me, a notary public in and for said County and State of _____, personally appeared _____, known to me to be the same person(s) who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC _____

My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of SMITH RIDGE this _____ day of _____, 2024.

<i>Secretary</i> <i>John Jacobson</i>	<i>Chairman</i> <i>Marcus Majure</i>
--	---

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of SMITH RIDGE this _____ day of _____, 2024.

Chairman
Jeff Culbertson

County Clerk
Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of
_____, 2024 at _____ o'clock ____M in the Office of the Register of
Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

RECORD DESCRIPTION:

Tract of land in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 28, 2024, and more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter, thence South 88 degrees 28'17" West for a distance of 347.53 feet along the South line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence continuing South 88 degrees 28'17" West for a distance of 972.48 feet along said South line; thence North 01 degrees 39'42" West for a distance of 550.00 feet; thence North 88 degrees 28'17" East for a distance of 851.22 feet; thence South 01 degrees 32'18" East for a distance of 91.13 feet; thence North 88 degrees 27'42" East for a distance of 374.99 feet; thence South 73 degrees 44'10" East for a distance of 50.01 feet to the apparent centerline of Tonganoxie Drive as surveyed and described by D.G. White LS-356; thence along a non-tangent curve to the right have a radius of 955.10 feet and arc length of 542.88 feet to the point of tangency to the South line of said Southeast Quarter, being surrounded by a chord bearing South 32 degrees 32'45" West and a chord distance of 535.61 feet, and to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 13.97 acres, more or less, including road right of way.

Error of Closure: 1 - 670006

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
 - 2) An Engineering and Surveying System may be required due to poor soil conditions.
 - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
 - 4) Lots are subject to the current Access Management Policy
- Additional access limits as shown herein.
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
 - 6) An exception to Article 50, Section 40.3.i, Lot-Depth to Lot-Width has been granted for Lot 5
 - 7) An exception to Article 50, Section 40.3.h to allow for accessory structure to remain on a lot without a principle structure has been granted for Lot 4.
 - 8) No off-plat restrictions.

ZONING:

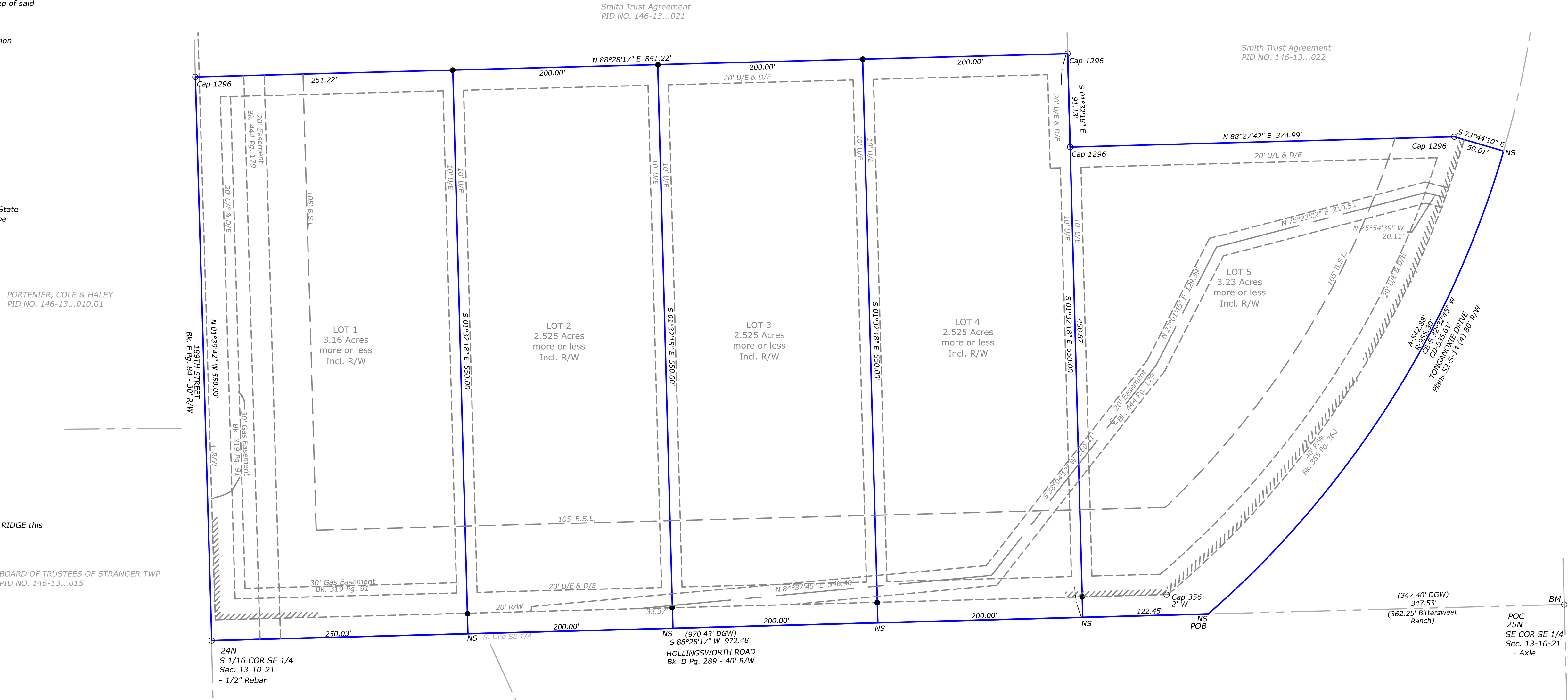
RR 2.5 - Rural Residential 2.5

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Record of Right - 1 = 670006, 13.97 Acres, more or less, Incl. R/W
- 5) Basis of Bearing - KSP SCP North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Existing and Proposed Lots for Agriculture and Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD83
- 10) Project Benchmark (BM) - SE COR SE 1/4 Section 13 - Aisle - Elev - 922.9'
- 11) Easements, if any, are created herein or listed in referenced title commitment.
- 12) Recorded Reference Deed Book # 2024R04910
- 13) Utility Companies -
 - Water - RWD 8
 - Electric - Everygy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 14) Reference Kansas Secure Title File Number TX0017732 dated July 5, 2024.
- 15) Property is not in a Special Flood Hazard Area per FEMA Firm Map 2013C0225C dated July 16, 2015
- 16) Building Setback Lines as shown herein or noted below
 - All 15' yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 17) Existing Structures, if any, shown in approximate location.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - DGW - D.G.White - Survey 2011, S-15-05 #44, NKA 20055044
 - KH - K. Herring Survey 5-11 #60, 1978 NKA1978S060
 - JAH - J.A.Herring Survey Doc # 2024S027, 2024S0430

LEGEND:

- - 1/2" Bar Set with Cap No.1296
- - 1/2" Bar Found, unless otherwise noted.
- () - Record / Deeded Distance
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- C - Centerline
- S - Section Line
- BM - Benchmark
- PGB - Point of Beginning
- POC - Point of Commencing
- ////// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client



BROMLEY, GERALD & LORA
PID #146-24...003

DRENNAN, DAVID D & MARILEE E
PID #146-24...002

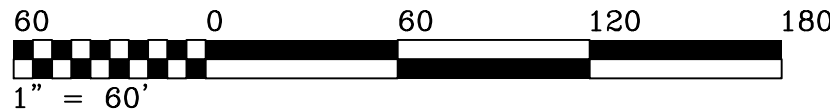


Scale 1" = 60'

Job # K-23-1741 PLAT
July 6, 2024 Rev 9-4-24

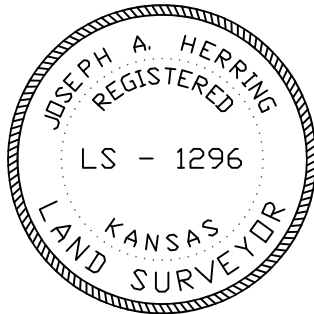
 J. HERRING, Inc. (dba)
HERRING
SURVEYING
COMPANY

315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5381
Email - survey@teamcash.com



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

Daniel Baumchen, PS#1363
County Surveyor



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through August 2024 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

08-26-2024
Combined PW
Review
No Further Comment

Smith Ridge
Leavenworth County Kansas

Drainage Report

July 7, 2024

Revised August 12, 2024



MEMO

To: Amy Allison
From: Chuck Magaha
Subject: Smith Ridge Subdivision
Date: August 6, 2024

Amy, I have reviewed the preliminary plat of the Smith Ridge Subdivision presented by Smith Trust. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed, a fire hydrant should be placed along the right-a-way between Lot 2 and Lot 3 along the right-of-way, and this will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

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

Schweitzer, Joshua

From: Anderson, Kyle
Sent: Friday, July 19, 2024 9:07 AM
To: Schweitzer, Joshua
Subject: RE: DEV-24-102 & 103 Preliminary & Final Plat Smith Ridge - Herring

We have not received any complaints on this property. The septic system currently installed appears to remain on lot 5 with the home it services. Lot 4 has an accessory building over 600 sq' on it, making it non-compliant until a home is built.

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

Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.

From: Schweitzer, Joshua <JSchweitzer@leavenworthcounty.gov>
Sent: Wednesday, July 17, 2024 10:50 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Baumchen, Daniel <DBaumchen@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: DEV-24-102 & 103 Preliminary & Final Plat Smith Ridge - Herring

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary & Final Plat for a 5-lot subdivision at 22027 Tonganoxie Rd. (146-13-0-00-00-021.01)

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 July 31, 2024.

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

v / r

Joshua J. Schweitzer
Development Planner
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212

Schweitzer, Joshua

From: Mark B <stfdchief1760@gmail.com>
Sent: Thursday, September 5, 2024 11:33 AM
To: Johnson, Melissa
Cc: Schweitzer, Joshua
Subject: Re: Smith Ridge - Herring Pre/Final Plat

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.

Stranger Township Fire Department has no issues with this plat.

Mark Billquist

On Thu, Sep 5, 2024 at 10:22 AM Johnson, Melissa <MJohnson@leavenworthcounty.gov> wrote:

I have attached the paperwork submitted for the above listed case. We have not received your response for the application. We would appreciate any response for this.

If you have any questions or need additional information, please let me know.

Thank you,

Melissa Johnson

Planner I

Leavenworth County

Planning & Zoning Department

Leavenworth County Courthouse

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048

(913) 684-0465

Disclaimer

Rural Water District #8

P.O. Box 246
Leavenworth, KS 66048
Phone: 913-796-2164
Email: rwd8lv@gmail.com

July 16, 2024

To Whom it May Concern:


RE: Smith Ridge
PID 146-13-0-00-00-021
Property Owner Smith Trust Agreement

Water is available to these areas with proper application.

As of this date, proper application will include a copy of the warranty deed showing ownership. A payment of \$5,500.00 per benefit unit for the right to connect to the Rural Water District #8. The meter installation cost is approximately \$2,000.00 due prior to installation.

If you have any further questions, please contact me at 913-796-2164.

Sincerely,


Sandra Heim
Office Manager for RWD#8

"Serving our members quality water since 1967"



Schweitzer, Joshua

From: Joe Herring <herringsurveying@outlook.com>
Sent: Tuesday, July 9, 2024 8:44 AM
To: PZ
Subject: Fw: [EXTERNAL]Smith Ridge - EVERGY

Follow Up Flag: FollowUp
Flag Status: Flagged

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See below

Thank you - Joe Herring

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

From: Boone Heston <Boone.Heston@evergy.com>
Sent: Tuesday, July 9, 2024 8:41 AM
To: Joe Herring <herringsurveying@outlook.com>
Subject: Re: [EXTERNAL]Smith Ridge

Internal Use Only

Good morning,

Evergy will be the electric utility to provide power to Smith Ridge subdivision.

Thank you,

Boone Heston

TD Designer
Leavenworth, KS

Evergy

Boone.Heston@evergy.com

O 785-508-2590

From: Joe Herring <herringsurveying@outlook.com>
Sent: Saturday, July 6, 2024 1:37 PM
To: Rural Water <rwd8lv@gmail.com>; Boone Heston <Boone.Heston@evergy.com>; stfdchief1760@gmail.com