

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
January 18, 2023
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) Appointment to the NEK-CAP Board
- 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 special meeting of January 10, 2023

- b) Approval of the minutes of the meeting of January 11, 2023
- c) Approval of the schedule for the week January 23, 2023
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve an employment agreement with the County Administrator.
- b) Consider a motion to approve the subdivision roadway inspection policy.
- c) Consider a motion to recess into executive session to discuss attorney-client privileges.
- d) Consider a motion to approve a Memorandum of Understanding as presented by legal counsel addressing issues and setting out conditions regarding the operation of a landfill in Easton, KS by Flat Land Excavating.
- e) Consider a motion to approve a settlement agreement and mutual release as presented by legal counsel resolving and leading to the dismissal of an action currently pending in U.S. District Court involving Flat Land Excavating and Leavenworth County.

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

- a) Quarterly reports
 - Council on Aging
 - Public Works

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**11:00 a.m. WORK SESSION WITH THE PLANNING
COMMISSION**

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 16, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF MARTIN LUTHER KING JR. DAY

Tuesday, January 17, 2023

Wednesday, January 18, 2023

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

Thursday, January 19, 2023

9:00 a.m. Work session with Port Authority Board members

Friday, January 20, 2023

11:30 a.m. LCDC Annual Meeting
• Riverfront Community Center, 123 S. Esplanade, Leavenworth KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****January 10, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, January 10, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Andrew Holder, Legal Counsel

The Board held a special meeting that was conducted in executive session to discuss legal matters involving the County.

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

Motion passed, 5-0.

The Board returned to regular session at 2:30 p.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

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

The Board adjourned at 2:30 p.m.

*****January 11, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, January 11, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Amy Allison, Planning and Zoning Deputy Director; Janet Klasinski, County Clerk; Monica Swigart, Human Resources Administrator; Jamie Miller, EMS/Health Department Director; Janice Van Parys, County Treasurer; Andrew Holder, Legal Counselor; John Richmeier, Leavenworth Times

Residents: Howard Crook, Lloyd and Karen Crook, John and Sharon Wagner, Greg List, Wes Baker, Shawn and Christy Britz, Lisa Crook, Mike Goetz, Donna Crook-Rogers, Kenny and Julie Eastburn, Kara Luginbill-Smith, Kyle Smith

PUBLIC COMMENT:

Sharon Wagner, Howard Crook, Karen Crook and Greg List commented on an agenda item.

ADMINISTRATIVE BUSINESS:

Mark Loughry reminded the Board that while attending briefings on the Apex project that we should focus on a possible connector between K-10 and I-70 as the most impactful factor to Leavenworth County.

Commissioner Doug Smith inquired about changing the policy on a tract splits that would allow the same variance process as platting for a subdivision.

Mr. Loughry indicated it would be appropriate to have staff review the policy and develop language to amend it and to then have the Board review before any exception is granted.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to air work sessions such as the city of Leavenworth does as we currently air our regular meetings.

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

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, January 11, 2023 as presented.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn sine die.

Motion passed, 5-0.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to nominate Commissioner Vicky Kaaz as temporary chairperson.

Motion passed, 4-0 Commissioner Kaaz abstained.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to convene to regular session.

Motion passed, 5-0.

The Board considered the nomination of a new chairperson.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to appoint Vicky Kaaz as the new chairperson.

Motion passed, 4-0 Commissioner Kaaz abstained.

The Board considered setting regular meeting days.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to keep Wednesdays as regular meeting days at 9:00 a.m.

Motion passed, 5-0.

The Board considered approval of the official newspaper for Leavenworth County publications.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to make our official newspaper for the County the Leavenworth Times.

Motion passed, 5-0.

The Board considered approval of the official depository for Leavenworth County funds.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to accept the County Clerk's recommendation to have Commerce Bank as the official depository of Leavenworth County.

Motion passed, 5-0.

The Board considered approval of the 2023 Leavenworth County Pay Plan schedule.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve the 2023 Leavenworth County Pay Plan Schedule.

Motion passed, 5-0.

The Board considered approval of Resolution 2023-3, setting the elected officials' salaries.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve Resolution 2023-3 setting the elected officials' salaries as approved in the 2023 budget.

Motion passed, 5-0.

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

Motion passed, 5-0.

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

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

Motion passed, 5-0.

The Board 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.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith that the Board recess for a closed executive meeting for the discussion of litigation involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and the Board resume open meeting at 10:40 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Kaaz, Culbertson, Mike Smith, Doug Smith, Mike Stieben, Senior County Counselor David Van Parys, County Administrator Mark Loughry and Legal Counsel for the County Andrew Holder.

The Board returned to regular session at 10:40 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

David Van Parys updated the Board regarding legal action on Flatlands indicating he will provide a final action report next week.

Commissioner Mike Smith introduced his father in attendance for the meeting.

Commissioner Doug Smith will attend the Basehor City Council meeting this evening.

Commissioner Kaaz will attend a Martin Luther King Jr. celebration in Kansas City on Friday. She also attended a KCATA meeting and a Workforce Partnership meeting.

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

Motion passed, 5-0.

The Board adjourned at 10:44 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 23, 2023

Tuesday, January 24, 2023

8:00 a.m. Workforce Partnership meeting

12:00 p.m. MARC meeting

Wednesday, January 25, 2023

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

12:30 p.m. Local Government Day
• The Beacon, 420 SW 9th Ave., Topeka KS

Thursday, January 26, 2023

Friday, January 27, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 01/07/2023 END DATE: 01/13/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	332318	101738 AP	01/13/2023	3-001-5-49-301	ACCT 109 VOTER ADDRESS CHANGE	595.00	
6049	AT&T	AT&T	332275	101717 AP	01/09/2023	3-001-5-07-210	LVSO MONTHLY PHONE SVC	272.61	
420	B&H PHOTO & VIDEO	B&H FOTO & ELECTRONICS CORP	332319	101739 AP	01/13/2023	3-001-5-11-308	A9549392 QUOTED PRINTER	990.03	
550	BECK, JUDITH	JUDITH BECK	332276	101718 AP	01/09/2023	3-001-5-07-219	MONTHLY MEDICAL SVC - JAIL INM	6,041.67	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	332320	101740 AP	01/13/2023	3-001-5-32-260	INSPECTION FEES JUSTICE CENTER	30.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	332320	101740 AP	01/13/2023	3-001-5-32-260	INSPECTION FEES JUSTICE CENTER	30.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	332320	101740 AP	01/13/2023	3-001-5-32-260	INSPECTION FEES JUSTICE CENTER	30.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	332320	101740 AP	01/13/2023	3-001-5-32-260	INSPECTION FEES JUSTICE CENTER	30.00	
							*** VENDOR	104 TOTAL	120.00
1065	BTX	BTX KS, INC	332321	101741 AP	01/13/2023	3-001-5-07-219	INMATE X-RAYS	234.00	
283	BUSETTI ROBERT	ROBERT BUSETTI	332277	101719 AP	01/09/2023	3-001-5-07-219	JANUARY DENTIST FOR INMATES	350.00	
25101	CANON U S	CANON U S A INC	332322	101742 AP	01/13/2023	3-001-5-19-204	1865950 CLERK'S FRONT COPIER C	178.36	
546	CURTIS	CURTIS,STALEY,AND ASSOCIATES	332278	101720 AP	01/09/2023	3-001-5-07-219	MENTAL HEALTH SVC - JAIL INMAT	3,000.00	
2900	EMS OVERPAYMENT	PATIENT	332325	101745 AP	01/13/2023	3-001-5-05-290	REFUND/MEDICARE PD-OVERPAYMENT	129.20	
2900	EMS OVERPAYMENT	PATIENT	332326	101746 AP	01/13/2023	3-001-5-05-290	REFUND/PAYMENT RED F/AUTO INS	715.00	
							*** VENDOR	2900 TOTAL	844.20
86	EVERGY	EVERGY KANSAS CENTRAL INC	332327	101747 AP	01/13/2023	3-001-5-05-215	ELEC SVC EMS 9103	651.42	
86	EVERGY	EVERGY KANSAS CENTRAL INC	332279	101721 AP	01/09/2023	3-001-5-33-392	ELEC SVC CUSHING BLDG	7,495.69	
							*** VENDOR	86 TOTAL	8,147.11
23435	GUIDANCE C	THE GUIDANCE CENTER	332329	101749 AP	01/13/2023	3-001-5-29-201	PER 2023 LVCO BUDGET - ALL 4 Q	72,809.25	
23435	GUIDANCE C	THE GUIDANCE CENTER	332329	101749 AP	01/13/2023	3-001-5-29-201	PER 2023 LVCO BUDGET - ALL 4 Q	72,809.25	
23435	GUIDANCE C	THE GUIDANCE CENTER	332329	101749 AP	01/13/2023	3-001-5-29-201	PER 2023 LVCO BUDGET - ALL 4 Q	72,809.25	
23435	GUIDANCE C	THE GUIDANCE CENTER	332329	101749 AP	01/13/2023	3-001-5-29-201	PER 2023 LVCO BUDGET - ALL 4 Q	72,809.25	
							*** VENDOR	23435 TOTAL	291,237.00
19139	HEARTLAND	HEARTLAND TOW INC	332330	101750 AP	01/13/2023	3-001-5-07-213	TOW LVSO UNIT 127 BACK ONTO RO	75.00	
22605	HINCKLEY S	HINCKLEY SPRINGS	332331	101751 AP	01/13/2023	3-001-5-11-208	17137512660768 FILTRATION SYST	42.50	
552	HUTTON, ASHLEY	ASHLEY HUTTON	332332	101752 AP	01/13/2023	3-001-5-11-240	APPEAL 2019-JC-118	600.00	
555	IBOSS	IBOSS INC	332333	101753 AP	01/13/2023	3-001-5-18-254	292692 IBOSS PAYMENT 2023	4,551.85	
604	K&W UNDERGROUND, INC	K&W UNDERGROUND, INC.	332334	101754 AP	01/13/2023	3-001-5-18-213	LEAVCTY MONTHLY LOCATE SERVICE	875.00	
6021	KADCCA	KADCCA	332282	101724 AP	01/09/2023	3-001-5-19-203	2023 DUES	250.00	
6021	KADCCA	KADCCA	332282	101724 AP	01/09/2023	3-001-5-19-203	2023 DUES	250.00	
							*** VENDOR	6021 TOTAL	500.00
6636	KANSAS GAS	KANSAS GAS SERVICE	332335	101755 AP	01/13/2023	3-001-5-05-215	512142220 2006970 09 MONTHLY G	860.08	
6636	KANSAS GAS	KANSAS GAS SERVICE	332335	101755 AP	01/13/2023	3-001-5-05-215	510263944 1556921 09 MONTHLY G	464.16	
							*** VENDOR	6636 TOTAL	1,324.24
26400	KANSAS GAS	KANSAS GAS SERVICE	332284	101726 AP	01/09/2023	3-001-5-14-220	510614745 1631910 36 GAS SERVI	871.19	
26400	KANSAS GAS	KANSAS GAS SERVICE	332284	101726 AP	01/09/2023	3-001-5-32-392	510614745 2007004 82 GAS TRANS	65.66	
							*** VENDOR	26400 TOTAL	936.85
12574	KANSAS JUD	KANSAS JUDICIAL BRANCH	332336	101756 AP	01/13/2023	3-001-5-19-301	MICROSOFT O365 LICENSE TO 8.31	147.00	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	332337	101757 AP	01/13/2023	3-001-5-18-213	08-LVCOKS01 MONTHLY LOCATE SER	12.00	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	332337	101757 AP	01/13/2023	3-001-5-31-290	08-LVPWD01 LOCATES	8.40	
							*** VENDOR	1851 TOTAL	20.40
8466	KDHE PERMITS	KDHE BUREAU OF COMMUNITY HEALT	332339	101759 AP	01/13/2023	3-001-5-07-363	ANNUAL REG FOR X-RAY TUBE/ACCE	250.00	
8466	KDHE PERMITS	KDHE BUREAU OF COMMUNITY HEALT	332339	101759 AP	01/13/2023	3-001-5-07-363	ANNUAL REG FOR X-RAY TUBE/ACCE	300.00	
							*** VENDOR	8466 TOTAL	550.00
3197	KLM	LEAGUE OF KS MUNICIPALITIES	332340	101760 AP	01/13/2023	3-001-5-14-203	2023 DUES	1,654.02	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	332286	101728 AP	01/09/2023	3-001-5-07-219	INMATE MEDICAL BILLS	27.18	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	332286	101728 AP	01/09/2023	3-001-5-07-219	INMATE MEDICAL BILLS	71.67	
							*** VENDOR	1629 TOTAL	98.85
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	332341	101761 AP	01/13/2023	3-001-5-19-221	9020533027 MONTHLY INTERPRETER	4.75	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	332287	101729 AP	01/09/2023	3-001-5-07-266	SERVICES PER CONTRACT	1,312.50	
1409	LEAV CO CO	LEAV CO CONSERVATION DISTRICT	332288	101730 AP	01/09/2023	3-001-5-25-230	1ST QUARTER PER 2023 LVCO BUDG	5,625.00	

warrants by vendor

START DATE: 01/07/2023 END DATE: 01/13/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-001-5-19-301	OFFICE SUPPLIES (DIST CT CLERK	126.46	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,630.32	
							*** VENDOR	4755 TOTAL	1,756.78
537	LEAV TIMES	CHERRYROAD MEDIA INC	332345	101765 AP	01/13/2023	3-001-5-06-218	ACCT 21250 P/Z PUBLIC NOTICES	10.58	
537	LEAV TIMES	CHERRYROAD MEDIA INC	332345	101765 AP	01/13/2023	3-001-5-06-218	ACCT 21250 P/Z PUBLIC NOTICES	10.78	
							*** VENDOR	537 TOTAL	21.36
2201	LINEAGE	AVCORP BUSINESS SYSTEMS LLC	332346	101766 AP	01/13/2023	3-001-5-14-235	LEA008 1 YEAR MAINT 2/4/23 - 2	1,353.60	
1952	LUXURY & IMPORTS	LUXURY & IMPORTS	332289	101731 AP	01/09/2023	3-001-5-07-213	TINT WINDOWS #28	185.00	
533	MERCHANT MCINTYRE	MERCHANT MCINTYRE & ASSOCIATES	332347	101767 AP	01/13/2023	3-001-5-14-232	328369 JANUARY GRANT SEEKING S	7,500.00	
196	OLSSON	OLSSON, INC	332290	101732 AP	01/09/2023	2-001-5-06-206	PROF SVC THRU DEC 3 019-28310	4,234.75	
4124	POCKET PRESS, LLC	POCKET PRESS, LLC	332349	101769 AP	01/13/2023	3-001-5-11-307	POCKET CRIMINAL/TRAFFIC LAW BO	199.80	
4124	POCKET PRESS, LLC	POCKET PRESS, LLC	332349	101769 AP	01/13/2023	3-001-5-11-307	POCKET CRIMINAL/TRAFFIC LAW BO	29.97	
							*** VENDOR	4124 TOTAL	229.77
102	PROFESSIONAL SERVICE	UNIVERSITY OF KANSAS HOSP AUTH	332291	101733 AP	01/09/2023	3-001-5-07-219	INMATE MEDICAL BILLS	182.74	
102	PROFESSIONAL SERVICE	UNIVERSITY OF KANSAS HOSP AUTH	332291	101733 AP	01/09/2023	3-001-5-07-219	INMATE MEDICAL BILLS	44.49	
							*** VENDOR	102 TOTAL	227.23
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	332351	101771 AP	01/13/2023	3-001-5-01-212	BOCC - RECORDING FEE CR 30 PRO	38.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	332351	101771 AP	01/13/2023	3-001-5-01-212	BOCC - RECORDING FEE CR 30 PRO	38.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	332351	101771 AP	01/13/2023	3-001-5-01-212	BOCC - RECORDING FEE CR 30 PRO	38.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	332351	101771 AP	01/13/2023	3-001-5-01-212	BOCC - RECORDING FEE CR 30 PRO	38.00	
							*** VENDOR	1814 TOTAL	152.00
6713	REILLY & S	REILLY & SONS INC	332352	101772 AP	01/13/2023	3-001-5-05-203	18767 NOTARY BOND/KS FEE - CHA	75.00	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	332292	101734 AP	01/09/2023	3-001-5-14-332	LVSO / EOC FUEL	622.16	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	332292	101734 AP	01/09/2023	3-001-5-14-332	LVSO / EOC FUEL	58.64	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	332292	101734 AP	01/09/2023	3-001-5-14-333	BG FUEL	322.26	
							*** VENDOR	458 TOTAL	1,003.06
22374	RVI	REAL VISION SOFTWARE INC	332353	101773 AP	01/13/2023	3-001-5-18-254	904 ANNUAL SUPPORT RVI IMAGING	3,300.00	
17368	SECURITY T	SECURITY TRANSPORT SERVICES	332293	101735 AP	01/09/2023	3-001-5-07-218	INMATE TRANSPORT FROM CAMP VER	3,098.86	
6575	STERICYCLE	STERICYCLE, INC	332294	101736 AP	01/09/2023	3-001-5-07-359	CUST 2237623 MEDICAL WASTE REM	192.72	
4445	T MOBILE	T-MOBILE USA, INC	332354	101774 AP	01/13/2023	3-001-5-05-210	MONTHLY EMS WIRELESS	446.57	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	332355	101775 AP	01/13/2023	3-001-5-19-301	1000588228 WEST'S KSAS,KS VOLU	2,262.00	
22972	TRANSFER STATION	TRANSFER STATION	332356	101776 AP	01/13/2023	3-001-5-33-297	BLDGS & GROUNDS CUSHING WASTE	216.00	
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	332357	101777 AP	01/13/2023	3-001-5-14-224	16P20731ZLP DEDUCTIBLE BILLING	1,026.50	
7781	TRITECH SOTWARE	TRITECH SOFTWARE SYSTEMS	332358	101778 AP	01/13/2023	3-001-5-05-220	13215 2023 ANNUAL MAINT (RESPO	9,249.60	
3510	UNIFORM ALLOWANCES						*** VENDOR	3510 TOTAL	1,100.00
651	USIC HOLDINGS	USIC HOLDING INC	332370	101790 AP	01/13/2023	3-001-5-18-213	LVCOKS01 MONTHLY LOCATE SERVIC	215.00	
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-001-5-05-215	WATER SVC EMS ADMIN	45.10	
2	WATER DEPT	WATER DEPT	332371	101791 AP	01/13/2023	3-001-5-05-215	MONTHLY WATER SVC EMS 9101	56.83	
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-001-5-14-220	WATER SVC COURTHOUSE	649.27	
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-001-5-32-392	WATER SVC JUSTICE CENTER	3,758.72	
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-001-5-33-392	WATER SVC 711 MARSHALL (2 METE	44.26	

warrants by vendor

START DATE: 01/07/2023 END DATE: 01/13/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-001-5-33-392	WATER SVC 711 MARSHALL (2 METE		237.15	
							*** VENDOR	2 TOTAL		4,791.33
100	WITNESS LIST						*** VENDOR	100 TOTAL		318.23
							TOTAL FUND 001			373,283.30

2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-108-5-00-219	WATER SVC WIC/HEALTH DEPT		33.83	
2	WATER DEPT	WATER DEPT	332295	101737 AP	01/09/2023	3-108-5-00-606	WATER SVC WIC/HEALTH DEPT		11.27	
							*** VENDOR	2 TOTAL		45.10
							TOTAL FUND 108			45.10

24545	CDW GOVERN	CDW GOVERNMENT INC	332323	101743 AP	01/13/2023	3-115-5-00-409	3773122 WORKSTATION		882.42	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	332324	101744 AP	01/13/2023	3-115-5-00-418	2223213 CONTRACT 2321995 3 AS		3,478.38	
							*** VENDOR	385 TOTAL		41,740.56
							TOTAL FUND 115			42,622.98

843	FIDLAR	FIDLAR	332328	101748 AP	01/13/2023	3-119-5-00-401	2010343 SCANNING PROJECT-US IM		108,054.77	
							TOTAL FUND 119			108,054.77

7158	A-1 RENTAL	A-1 RENTAL	332274	101716 AP	01/09/2023	3-133-5-00-214	1-1 MONTHLY TOILET RENTAL		220.00	
7158	A-1 RENTAL	A-1 RENTAL	332274	101716 AP	01/09/2023	3-133-5-00-214	1-1 MONTHLY TOILET RENTAL		110.00	
							*** VENDOR	7158 TOTAL		330.00
86	EVERGY	EVERGY KANSAS CENTRAL INC	332279	101721 AP	01/09/2023	3-133-5-00-251	1-2 ELEC SVC NORTH END SLT DOM		96.20	
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	332285	101727 AP	01/09/2023	3-133-5-00-327	1-5 64 SURVEY REFERENCE REPORT		256.00	
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	332338	101758 AP	01/13/2023	3-133-5-00-327	1-6 53 SURVEY REFERENCE REPORT		212.00	
							*** VENDOR	8408 TOTAL		468.00
196	OLSSON	OLSSON, INC	332290	101732 AP	01/09/2023	2-133-5-00-213	12-58 019-28310 SVC TO 12.3		289.50	
							TOTAL FUND 133			1,183.70

warrants by vendor

START DATE: 01/07/2023 END DATE: 01/13/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
86	EVERGY	EVERGY KANSAS CENTRAL INC	332327	101747 AP	01/13/2023	3-145-5-00-246	FINAL ELECTRIC BILL 1830 S BRO	1,203.88	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	332280	101722 AP	01/09/2023	3-145-5-00-246	JANUARY UTILITY STIPEND - TONG	134.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	332280	101722 AP	01/09/2023	3-145-5-05-202	JANUARY UTILITY STIPEND - TONG	58.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	332280	101722 AP	01/09/2023	3-145-5-07-202	JANUARY UTILITY STIPEND - TONG	8.00	
							*** VENDOR	184 TOTAL	200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	332281	101723 AP	01/09/2023	3-145-5-00-246	JANUARY UTILITY STIPEND	134.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	332281	101723 AP	01/09/2023	3-145-5-05-202	JANUARY UTILITY STIPEND	58.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	332281	101723 AP	01/09/2023	3-145-5-07-202	JANUARY UTILITY STIPEND	8.00	
							*** VENDOR	89 TOTAL	200.00
6636	KANSAS GAS	KANSAS GAS SERVICE	332283	101725 AP	01/09/2023	3-145-5-00-246	510874092 1511346 27 GAS SVC	1,204.30	
11055	LEAV CO HU	LEAV CO HUMAN SERV COUNCIL	332343	101763 AP	01/13/2023	3-145-5-00-258	2023 MEMBERSHIP	12.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-145-5-00-301	CO ON AGING FURNITURE/RETURNS/	11.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-145-5-00-303	CO ON AGING FURNITURE/RETURNS/	56.23	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-145-5-00-305	CO ON AGING FURNITURE/RETURNS/	6,315.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	332344	101764 AP	01/13/2023	3-145-5-00-305	CO ON AGING FURNITURE/RETURNS/	6,206.39	
							*** VENDOR	4755 TOTAL	175.84
2666	MISC REIMBURSEMENTS	RUBY BARCLAY	332348	101768 AP	01/13/2023	3-145-5-00-205	REIM MILEAGE STAFF MEETING	29.48	
							TOTAL FUND 145		3,025.50

22972	TRANSFER STATION	TRANSFER STATION	332356	101776 AP	01/13/2023	3-147-5-00-2	ACCT 220 COA - INV 6323	630.00	
							TOTAL FUND 147		630.00

7158	A-1 RENTAL	A-1 RENTAL	332274	101716 AP	01/09/2023	3-160-5-00-263	JOHNNY ON THE JOB - TRANSFER S	110.00	
9271	LANSING CI	CITY OF LANSING	332342	101762 AP	01/13/2023	3-160-5-00-210	MONTHLY SEWER SERVICE SOLID WA	34.80	
17209	REDDI SERV	REDDI SERVICES	332350	101770 AP	01/13/2023	3-160-5-00-263	MONTHLY SEPTIC SERVICE TRANSFE	325.00	
							TOTAL FUND 160		469.80

196	OLSSON	OLSSON, INC	332306	1681 AP	01/11/2023	2-171-5-05-201	12-9 019-28310 PROF SERVICES	2,691.50	
							TOTAL FUND 171		2,691.50

396	ACI BOLAND INC	ACI BOLAND INC	332307	10188 AP	01/11/2023	2-172-5-00-107	ARPA157 2.1 CUSHING REMODEL	2,504.25	
396	ACI BOLAND INC	ACI BOLAND INC	332307	10188 AP	01/11/2023	2-172-5-00-107	ARPA157 2.1 CUSHING REMODEL	89.94	
396	ACI BOLAND INC	ACI BOLAND INC	332307	10188 AP	01/11/2023	2-172-5-00-107	ARPA156 2.4 EXTENSION	998.55	
396	ACI BOLAND INC	ACI BOLAND INC	332307	10188 AP	01/11/2023	2-172-5-00-107	ARPA158 2.3 CRISIS STABILIZATI	931.25	
							*** VENDOR	396 TOTAL	4,523.99
							TOTAL FUND 172		4,523.99

86	EVERGY	EVERGY KANSAS CENTRAL INC	332279	101721 AP	01/09/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	712.16	
86	EVERGY	EVERGY KANSAS CENTRAL INC	332279	101721 AP	01/09/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	456.84	
86	EVERGY	EVERGY KANSAS CENTRAL INC	332279	101721 AP	01/09/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	205.19	
							*** VENDOR	86 TOTAL	1,374.19
							TOTAL FUND 174		1,374.19

1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	332337	101757 AP	01/13/2023	3-210-5-00-2	08-LVPWD01 LOCATES	1.20	
							TOTAL FUND 210		1.20

1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	332337	101757 AP	01/13/2023	3-212-5-00-2	08-LVPWD01 LOCATES	2.40	
							TOTAL FUND 212		2.40

							TOTAL ALL CHECKS		537,908.43

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	373,283.30
108	COUNTY HEALTH	45.10
115	EQUIPMENT RESERVE	42,622.98
119	ROD TECHNOLOGY	108,054.77
133	ROAD & BRIDGE	1,183.70
145	COUNCIL ON AGING	3,025.50
147	MEMORIALS (COA)	630.00
160	SOLID WASTE MANAGEMENT	469.80
171	S TAX CAP RD PROJ: BONDS	2,691.50
172	AMERICAN RECOVERY PLAN	4,523.99
174	911	1,374.19
210	SEWER DISTRICT 1: HIGH CREST	1.20
212	SEWER DISTRICT 2: TIMBERLAKES	2.40
	TOTAL ALL FUNDS	537,908.43

Consent Agenda 1-18-23
Checks 1-7 to 1-13

COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

COME NOW the parties to this Agreement, the Board of County Commissioners of the County of Leavenworth ("Board"), and Mark Loughry (" County Administrator"), and recite the following as the terms and conditions of the agreement between them.

I. DUTIES

Mark Loughry shall provide to Leavenworth County services as the County Administrator. The County Administrator shall serve under the general direction of the Board and shall perform those duties assigned by the Board, those duties related to the County Administrator per KSA 19-3a04 and more specifically those duties set forth in the job description for the position of County Administrator attached hereto and fully incorporated herein. The Board, on or about May of each year of this agreement and any succeeding agreement, and as further specified herein, meet with the County Administrator to define the goals and objectives of the County Administrator for the succeeding year. The County Administrator shall, subject to the provisions of this Agreement, serve at the pleasure of the Board and from time to time, and as requested, provide reports to the Board of his activities and meet to confer with the Board when requested.

II. TERM/TRANSITION

This Agreement shall become effective after approval and execution by the Board at the start of the next payroll and shall be for a term of twelve (12) months. This agreement will automatically renew annually unless a six-month advance notice is given by the County.

III. Resignation/Termination

A. Either party may terminate this agreement by providing to the other, in writing and delivered either via the U.S. mail or delivery in person, and unless otherwise provided herein, notice of their intent to terminate this agreement not less than thirty (30) days prior notice of the effective

date of termination. Provided, that in the case of the County terminating the agreement such notice shall state the basis of the cause of termination and the severance clause of the contract will be enforced.

B. In the event the County Administrator is terminated from the position of County Administrator by the Board prior to the expiration of this Agreement, when the County Administrator is willing and able to perform the duties of the position, Leavenworth County shall pay to the County Administrator a lump sum equal to six month's aggregate salary. Any failure to renew this agreement upon expiration will be considered a termination and will subject the County to the payout of the severance package. If the County Administrator is unable to establish new equivalent employment within six months the county will provide up to an additional six months of pay or until the administrator is able to find new employment, whichever comes first.

The County Administrator shall also be compensated for any accrued but unused vacation and sick leave per the current county policy. The County Administrator and his eligible family members shall also remain in the group health plan of the county for six months following termination, with the Insurance plan premiums paid by Leavenworth County in the same amounts as were paid prior to termination. The County Administrator's rights under COBRA shall commence at the end of the six-month period. If at any time it is determined that the County cannot keep the Administrator enrolled in the other benefits as an employee the County will be required to payout a cash equivalent to the COBRA benefits in question for the same time period. If the County Administrator is unable to establish new equivalent employment within six months the county will provide up to an additional six months of benefits, for the Administrator and his family at the level provided while employed, or until the administrator is able to find new employment, whichever comes first.

C. If the County Administrator is terminated for fraud, gross misconduct or malfeasance in office the County shall not be obligated to provide any severance benefits.

D. If the County Administrator accepts the severance benefits described above, to the full extent allowed by law, the County Administrator shall be deemed to voluntarily release and forever discharge the county, the Board, and their employees and agents, from any and all liability arising out of this Agreement, the terms and conditions of employment under this Agreement, or from any cause of action which may have arisen during the course of employment under this Agreement.

IV. DISABILITY

In the event that the County Administrator is permanently disabled or is otherwise unable to perform the duties provided for in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of twelve successive weeks beyond any accrued vacation and sick leave, the Board shall, subject to the provisions of the Americans with Disability Act and Family Medical Leave Act, have the option to terminate this Agreement. In such event, Leavenworth County shall not be obligated to pay the County Administrator the severance provided for in Section III.B. of this Agreement.

V. RESIDENCY

The County Administrator will remain a resident of Leavenworth County for the duration of this agreement and any subsequent extensions of this agreement.

VII. SALARY AND BENEFITS

A. The County Administrator, in consideration for services rendered pursuant to this Agreement, shall receive all county benefits, pay plan adjustments, and annual step increases as approved for all employees during the budget process. Wages will be payable in installments through

the county payroll system, subject to all lawfully allowable deductions. For the purposes of payroll the annual salary will be divided by 26 and paid out every two weeks with the standard County payroll.

B. The County Administrator, and his immediate family, shall be entitled to participate in Leavenworth County group health, life insurance and deferred compensation plans to the same extent that any other employee of the county may.

C. The County Administrator shall accrue annual vacation leave at the same rate as a twenty-year employee under this Agreement.

D. The County Administrator shall receive a car allowance of \$600.00 per month for the term of this agreement and any subsequent extensions.

C. The County shall contribute annually the maximum allowed IRS contribution to the County Administrator's 457 plan.

VIII. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the United States Postal Service, postage pre-paid, and addressed as follows:

1. County: Board of County Commissioners
300 Walnut
Leavenworth, Kansas, 66048
2. Administrator: Mark Loughry
5001 N 142nd Terr
Basehor, KS 66007

In the alternative notices may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

IX. GENERAL PROVISIONS

A. This Agreement is the entire agreement between the parties and supersedes and replaces any other or prior discussions or terms whether written or otherwise.

B. In the event that any provision or term of this Agreement is determined by any court of competent jurisdiction to be invalid, the remaining terms shall remain in full force and effect.

C. The county shall provide for sufficient bonding for the County Administrator and shall further provide for necessary liability insurance coverage for the County Administrator in the discharge of duties of the position.

The parties have agreed on this 18th day of January 2023.

BOARD OF COUNTY COMMISSIONERS OF
LEAVENWORTH COUNTY, KANSAS

By: _____
Board Chair

ATTEST:

Clerk of Leavenworth County

Mark Loughry County Administrator

**Leavenworth County
Request for Board Action
Subdivision Roadway Inspection Policy**

Date: January 10, 2023

To: Board of County Commissioners

From: Planning & Zoning Staff

Department Head Review: Bill Noll, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Consider approval of the Subdivision Roadway Inspection Policy

Analysis: Leavenworth County has experienced a significant increase in subdivision developments with internal road systems. Per County Policy, all public roadways are required to meet or exceed an approved county standard. Regular inspections of the roadway throughout construction are required in order to ensure the roadway is appropriately constructed. In an effort to streamline the inspection process, Staff offers the attached policy. The policy, if adopted, provides the developer with the opportunity to select a qualified roadway inspector from a list of pre-approved inspectors. The developer, and their inspector, will endeavor to organize all required inspections throughout the construction process. The costs associated with the inspections will be the responsibility of the developer. The attached policy is clearly written and concisely defines the expectations of the inspection process.

The proposed policy will be made part of the Subdivision Development Application packet. The Public Works Department will keep a list of pre-approved roadway inspectors on file which will be provided to the developer upon request. Additionally, the Public Works Department will provide a checklist of expectations and requirements at the preconstruction meeting, or upon request by the developer.

Recommendation: Approve the Subdivision Roadway Inspection Policy

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: Sampling And Testing Frequency Chart

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
Planning & Zoning Policy on Subdivision Roadway Inspection Services	Board of County Commissioners	01-18-2023	1.0

A. PURPOSE:

Define the inspection and testing requirements for privately developed subdivision roadways that will be accepted into the county road system after their completion.

B. POLICY:

Required construction engineering services for roadways that are designed in accordance with the Leavenworth County Road Construction and Storm Water Design Standards and are intended to be accepted by the County into the County maintained roadway system, after construction, as part of a subdivision development are the responsibility of the developer. The developer shall select a County and KDOT preapproved construction engineering consultant from a list provided by the County before the required pre-construction meeting. The pre-construction meeting must include the developer, the construction engineering firm, the construction contractor, and the County. The developer shall notify the County of the construction engineering firm selected and provide a primary contact prior to the pre-construction meeting. It shall be the responsibility of the developer to coordinate all required roadway inspections with the construction engineering firm they select. The construction engineer shall provide all inspection services. This shall include a qualified resident inspector during asphalt paving and other qualified staff necessary to assist the construction engineer in observing and testing the performance of the work of the contractor as required. The resident inspector is the construction engineer’s agent at the site during paving and will act as directed by, and under, the supervision of the construction engineer project manager. If, at any time, the construction engineering project manager or their staff find any testing results or material does not meet the required standards, the County, developer, and contractor shall be immediately notified. Upon notification, the contractor shall cease work until the contractor provides the County a corrective plan and the County accepts said plan.

C. CONSTRUCTION ENGINEERING DUTIES AND RESPONSIBILITIES

1. Pre-Construction: Provide the County with the construction schedule. The construction engineering project manager shall email the County any significant schedule changes. If the schedule is more than two weeks behind or ahead, a new schedule must be provided. The project manager shall also notify the county via email when the earthwork base compaction is completed prior to the AB3 material

- placement, the date and time of the proofroll, and the date and time of the asphalt paving.
2. During Construction: Shop drawing submittals, construction/progress schedules, and compile testing log for submittal to the County.
 3. Conferences and meetings: Attend meetings with the contractor, such as preconstruction conferences, progress meetings, final punch list walk-through, and any other project related meetings.
 4. Coordination: Serve as construction engineer's coordinator with the contractor and developer. Coordinating with the design engineer and contractor to assist in understanding the intent of the project plans and specifications. Assist in obtaining additional details or information from the county or design engineer of record required for the proper execution of the work. The County shall be notified and must approve in writing any deviations and/or substitutions from the design plans prior to construction commencing.
 5. Inspection of Work:
 - a. Documented inspections shall occur bi-weekly at a minimum for any site that has a SWPPP:
 - i. SWPPP inspector shall take photos of any deficiencies found and notify the contractor.
 - b. Inspection of materials delivered to the site to verify compliance with the contract documents and approved submittals.
 - c. Inspect all utilities placed in public right-of-way.
 - d. Proofroll (*) inspection on subgrade prior to placement of aggregate base.
 - e. Proofroll (*) inspection on aggregate base prior to placement of pavement section.
 - f. Full-time inspection during any backfilling of stormwater systems in right-of-way, paving operations, tie to existing pavement, and concrete placement (curb/gutter and sidewalk placement).
 - g. Inspection of vegetation within public right-of-way per SWPPP permit requirements. When the construction engineer has determined the public right-of-way to be 70% vegetated throughout the entirety of the whole right of way, the construction engineer will schedule an onsite meeting with the County Public Works Department to review the vegetation establishment. Vegetation will not be accepted if 70% of the right-of-way is 100% vegetated and 30% of the right-of-way is 0% vegetated. The entire site must be 70% vegetated.
 6. Materials Inspections: Construction engineer shall determine all inspection locations prior to construction, review all materials testing results and reports to verify compliance with contract documents. Testing requirements are shown in the Sampling and Testing Frequency Chart provided by the County.

7. As-Built review: Verification of As-Built plans to site inspections and contract documents.
 - a. As-Built to include:
 - i. Survey of stormwater drainage swales outside of the right-of-way consisting of location and elevation at the start and end and every 50 feet in between. A minimum of 3 locations per swale.
 - ii. Survey of the roadway including stormwater systems.
8. Final Inspection Report: Final inspection report will include the following:
 - a. An acceptance letter from the designated construction engineering firm. Said letter must be signed and sealed by a licensed engineer in the State of Kansas stating the project was constructed in conformance with contract documents, project specifications, site inspections, and testing.
 - b. All inspection and testing reports with photo logs.
 - c. All material testing inspection reports shall include testing locations.
 - d. As-builts.

*Prior to placement of aggregate base, the roadway subgrade should be proofrolled. Pumping, rolling and/or rutting of over one-half an inch will be deemed unsuitable. Unsuitable areas observed at this time should be improved by compaction or by undercutting and placement of suitable compacted fill. Proofrolling may be accomplished with a fully loaded, tandem axle dump truck or other equipment providing an equivalent subgrade loading. A gross weight ranging between 20 to 25 tons is required for the proofrolling equipment.

D. PUBLIC ROADWAY ACCEPTANCE:

Final inspection report shall be provided to the Leavenworth County Public Works Department upon completion. Upon review and acceptance of the report, the County will accept said roadway into the County inventory. After acceptance, the County will assume responsibility for the maintenance of the roadway. Building permits will not be issued prior to the acceptance of the roadway. All fees associated with the construction engineering and inspections shall be the responsibility of the developer.

E. CONSTRUCTION ENGINEERING LIMITATIONS OF AUTHORITY:

The construction engineering firm shall not authorize any deviation from the accepted design plans, the Leavenworth County Road Construction and Storm Water Drainage Standards, or the Sampling and Testing Frequency Chart provided as a guide. This includes any and all construction industry standard means and methods to be completed by the contractor to construct the roadway, unless authorized by the design engineer of record and approved by the County in writing or the contractor desires to accept full responsibility for any deficiencies their deviation from standard practice creates.

BOCC Chairman – Michael Smith

12-07-2022
Date of Adoption

SAMPLING AND TESTING FREQUENCY CHART

County of Leavenworth

CONSTRUCTION OR MATERIAL TYPE	TEST REQUIRED	TEST METHOD	Code	ACCEPTANCE SAMPLES AND TESTS
COMPACTION OF EARTHWORK				
General (AAA, AA, or A)	Moisture/Density Proctors	ASTM D698	L	Preconstruction and when source material changes.
	Field Density Tests	KT-13, KT-51	A	Every 1000 ft (300 m) with a minimum of 3 tests.
	Moisture Tests	KT-11, KT-51	A	Every 1000 ft (300 m) with a minimum of 3 tests.
Type B (MR-90)	Moisture Tests	KT-11		Moisture to meet project requirements as needed and visual inspection only.
Structure Backfill	Moisture/Density Proctors	ASTM D698	L	Preconstruction and when source material changes.
	Field Density Tests	KT-13, KT-51	A	1 per structure minimum per lift (each side)
	Moisture Tests	KT-11, KT-51	A	1 per structure minimum per lift (each side)
Utilites and Stormwater Backfill	Moisture/Density Proctors	ASTM D698	L	Preconstruction and when source material changes.
	Field Density Tests	KT-13, KT-51	A,L	Test every 8" lift under pavement areas. In green areas, every 500 ft with a minimum of 3 tests per every 2 feet of trench backfill.
	Moisture Tests	KT-11, KT-51	A,L	Test every 8" lift under pavement areas. In green areas, every 500 ft with a minimum of 3 tests per every 2 feet of trench backfill.

SAMPLING AND TESTING FREQUENCY CHART
County of Leavenworth

CONSTRUCTION OR MATERIAL TYPE	TEST REQUIRED	TEST METHOD	Code	ACCEPTANCE SAMPLES AND TESTS
AGGREGATE BASE COURSE				
Combined Aggregates	Moisture/Density Proctor	ASTM D698	A,B,L	Preconstruction and when source material changes.
	Soundness	KTMR-21	E,L	Preconstruction and when source material changes. Can forego if KDot approved supplier is used.
	Wear	AASHTO T96	E,L	Preconstruction and when source material changes. Can forego if KDot approved supplier is used.
	Sieve Analysis of Aggregate	KT-2	A,G	1000 ft (300 m) each lift. If total aggregate then each 500 TONS.
	Plasticity Tests	KT-10	B,C	1000 ft (300 m) each lift. If total aggregate then each 500 TONS.
	Moisture Tests	KT-11	E	
Completed Base	Field Density Tests	KT-13 or KT-41		Every 1000 ft (300 m) each lift with a minimum of 3 tests.
	Proofroll		L	Proofrolling may be accomplished with a fully

SAMPLING AND TESTING FREQUENCY CHART
County of Leavenworth

CONSTRUCTION OR MATERIAL TYPE	TEST REQUIRED	TEST METHOD	Code	ACCEPTANCE SAMPLES AND TESTS
PORTLAND CEMENT CONCRETE SIDEWALK AND FLATWORK				
	Slump	KT-21	H,L	As often as needed to control product. Min. of 1 set of test per half day and/or per 4000 square yards. Perform tests with every set of test cylinders.
	Unit Weight	KT-20		
	Air Content	KT-18, KT-19, or KT-20		
	Temperature	KT-11		
	Cylinders	KT-22	A,L	Minimum 1 set of 5 per 500 cubic yds. One cylinder at 7 days and three cylinders at 28 days. One cylinder shall be reserved for additional testing if required.
PORTLAND CEMENT CONCRETE CURB AND GUTTER				
	Slump	KT-21	H,L	As often as needed to control product. Min. of 1 set of test per half day. Perform tests with every set of test cylinders.
	Unit Weight	KT-20		
	Air Content	KT-18, KT-19, or KT-20		
	Temperature	KT-11		
	Cylinders	KT-22	A,L	Minimum 1 set of cylinders per half day. One cylinder at 7 days and three cylinders at 28 days. One cylinder shall be reserved for additional testing if required.

SAMPLING AND TESTING FREQUENCY CHART
County of Leavenworth

CONSTRUCTION OR MATERIAL TYPE	TEST REQUIRED	TEST METHOD	Code	ACCEPTANCE SAMPLES AND TESTS
HOT MIX ASPHALT (HMA)				
Bituminous Mixtures (field sampled)	Air Voids	KT-15, KT-39, KT-58, SF Manual	A,G,L	1 set of tests per day per lift. County Engineer or RPR to receive results in approximately 8 hours from field sampling.
	Binder Content	KT-57		
	Mix Gradation after Ignition	KT-34		
	Density	KT-14 or KT-58		
Completed Road Work	Field Density Tests	KT-32	A	Every 500 lf with a minimum of 3 tests.
	Field Density Cores	KT-15	E,L	Minimum of 3 locations per road if directed by County or RPR.
CONSTRUCTION OR MATERIAL TYPE	TEST REQUIRED	TEST METHOD	Code	ACCEPTANCE SAMPLES AND TESTS
STONE FOR RIPRAP, WASH CHECKS & OTHER MISC. USES				
	Sieve Analysis of Aggregate	KT-2	A,G	500 TONS or 500 cubic yards. Tests to be done at production site.
	Soundness	KTMR-21	E,L	Preconstruction and when source material changes. Can forego if KDot approved supplier is used.
	Wear	AASHTO T96	E,L	Preconstruction and when source material changes. Can forego if KDot approved supplier is used.

SAMPLING AND TESTING FREQUENCY CHART

County of Leavenworth

Code Instruction

- A Normal operation. The minimum frequency for exceptional conditions may be reduced by the County Engineer on a project basis, written justification shall be made to the County Engineer and placed in the project documents.
- B Applicable only when specifications contain those requirements.
- C If, for a given project, no Plastic Index results of ten (10) consecutive tests are closer than 1 Plastic Index to the specifications limit, the specified testing frequency may be reduced by fifty percent (50%). When operating at a reduced testing frequency, should any two (2) consecutive Plastic Index results exceed the test limit results required for reduced testing frequency, testing shall be resumed at the original specified frequency. The original specified testing frequency shall be resumed should any one test result exceed the specification limits. Following a return to the original specified testing frequency, the reduced frequency may be resumed providing the original criteria for reduced frequency are met.
- E Engineer's discretion. Frequency of tests shall be agreed upon by the Construction Engineer and the County. Frequency will be governed by field conditions. Written documentation of the agreed upon testing frequency shall be included in the project records.
- G For determining moisture content of a material, KT-43, Moisture Content of Asphalt Mixtures or Mineral Aggregates - Microwave Oven Method, can be used in conjunction with KT-2, KT-3, KT-4, KT-8, KT-12, KT-13, and KT-34.
- H Initial frequency. Frequency may be reduced on a project basis, by authority of the Project Engineer, upon continued satisfactory and uniform production. Authorization for reductions in testing frequency shall be documented in the project records.
- L Leavenworth County Specification.

GENERAL NOTES

Note 1: All sampling and testing frequencies listed are minimum. Additional or other tests will be conducted, as required, to control the work.

Note 2: Frequencies are based on two lane roadways. For four or more lane roadway construction, double the frequencies shown per unit length.

Note 3: All aggregate acceptance tests are to be conducted at the point of usage except for Item 15, Stone for Riprap, Wash Checks, and Other Miscellaneous Uses

Note 4: Tests shall be performed on a random basis unless specified otherwise.

Note 5: All test methods listed as "KT" are Kansas Test methods and may be found in the KDOT Construction Manual Part V.

Note 6: Testing not within table, see Appendix A KDOT standards and specifications latest edition.

Pre-Qualified Consultants

Name	Address	City	State	Zipcode	Phone
<u>BG Consultants, Inc.</u>	1405 Wakarusa Drive	Lawrence	KS	66049	785-749-4474
<u>Burns & McDonnell Engineering Company, Inc.</u>	9400 Ward Parkway	Kansas City	MO	64114-3319	816-333-9400
<u>Cook, Flatt & Strobel, Engineers, P.A.</u>	2930 SW Woodside Drive	Topeka	KS	66614	785-272-4706
<u>Finney & Turnipseed, Transp.&CE, LLC</u>	610 SW 10th Street, Suite 200	Topeka	KS	66612-1674	785-235-2394
<u>gba Systems Integrators, LLC</u>	9801 Renner Blvd. Suite 300	Lenexa	KS	66219	913-492-0400
<u>HNTB Corporation</u>	7400 W 129th St, Ste 100	Overland Park	KS	66213-3325	913-491-9333
<u>JEO Consulting Group, Inc.</u>	1937 North Chestnut St.	Wahoo	NE	68066	402-443-4661
<u>Kaw Valley Engineering, Inc.</u>	2319 N. Jackson, Box 1304	Junction City	KS	66441-1304	785-762-5040
<u>Mc Afee, Henderson Solutions</u>	15700 College Blvd. Suite 202	Lenexa	KS	66219	913-888-4647
<u>Olsson, Inc.</u>	7301 W. 133rd St, Suite 200	Overland Park	KS	66213	913-381-1170
<u>Professional Engineering Consultants, P.A.</u>	303 S. Topeka	Wichita	KS	67202	316-262-2691
<u>Terracon Consultants, Inc.</u>	3113 SW Van Buren St	Topeka	KS	66611	785-267-3310
<u>TranSystems Corporation</u>	2400 Pershing Rd, Ste 400	Kansas City	MO	64108-2526	816-329-8600
<u>Wilson & Company, Inc., Engineers & Architects*</u>	800 East 101st Terr., Suite 200	Kansas City	MO	64131	816-701-3100

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is hereby entered into by and between Flat Land Excavating, LLC (“Flat Land”) and Leavenworth County, acting by and through the Leavenworth Board of County Commissioners, (“Leavenworth County”) (collectively, “Parties”) as set forth below.

1. Scope and Purpose. The purpose of this Memorandum is to clarify and resolve ambiguities regarding Flat Land’s Special Use Permit, known as Resolution 2019-10 (“SUP”), for the property located at 31358 227th Street, Easton, Kansas 66020 (“Property”). The Parties agree and acknowledge this Memorandum does not modify the SUP and that SUP remains in full force and effect. The Parties agree that this Memorandum is duly authorized and legally enforceable by either Party. To the extent any provision of this Memorandum is deemed unenforceable by a competent court, the Parties agree all remaining provisions of this Memorandum shall be enforced to the fullest extent permitted by law.

2. Hours of Operation. The Parties agree the phrase “business hours” as used in SUP Condition 2 means the acceptance of customers and the internal business-related operation of equipment capable of being heard outside of the Property. The SUP does not restrict non-business activity in any manner (such as riding ATVs, biking, hunting, fishing, recreational, or any other personal use) or business activity that does not generate loud noise (such as mechanical work on equipment that cannot be heard outside of Flat Land’s premises, office work, debris sorting, and manual labor). The business hours are hereby clarified to be 7:00 a.m. to 6:00 p.m. for Monday through Friday and 7:00 a.m. to 5:00 p.m. for Saturdays, absent approval from Leavenworth County or an emergency situation (e.g., natural disaster, serious medical event). Leavenworth County designates County Administrator Mark Loughry as Flat Land’s point of contact for communications regarding hours of operation and will provide Flat Land with a mobile number for Mr. Loughry.

3. Hours Signage. Flat Land will maintain reasonably conspicuous signage stating its business hours under the SUP.

4. Video Surveillance. The Parties acknowledge Flat Land has motion-activated video surveillance at the business office near Flat Land’s entrance as reflected in Flat Land’s March 23, 2022 presentation materials to the Board of County Commissioners. The video surveillance assists Flat Land with monitoring customer loads. In the event of a complaint regarding Flat Land’s adherence to its business hours or the contents of a customer’s load, made to the County in writing, Flat Land agrees to permit Leavenworth County an opportunity to view any such video footage on one occasion at a mutually agreeable time. Leavenworth County will provide a copy of the complaint to Flat Land and identify the time of the alleged non-adherence. Flat Land will permit Leavenworth County to view the motion-activated segments within the 30 minute period before and after the time of alleged nonadherence. Flat Land will not intentionally delete its surveillance footage within 14 days of the footage date. To arrange such a meeting, Leavenworth County shall contact Shawn (shawn@flatlandexcavating.com) or Christy Britz (christy@flatlandexcavating.com) within two weeks of the complaint and provide a copy of the complaint. The County may request to review Flat Land’s video surveillance footage no more than one time in any 90-day period.

5. County Enforcement of the SUP and Resolution 2022-08. Leavenworth County shall follow in good faith both the provisions in this Memorandum and its normal procedures for enforcement of the SUP, which are generally summarized in this paragraph. Leavenworth County's general procedure for responding to complaints is to conduct a site visit within seven days. Flat Land agrees to allow Leavenworth County supervised entry and access onto its property for this purpose at a mutually agreeable time. If a violation is believed to have occurred, a property owner is sent written notice and copy of the alleged violation and provided a proposed plan of action to remedy the issue. If the plan is followed, no further action is taken. If the plan is not followed, the action is referred to codes court or district court, depending upon the factual circumstance. Leavenworth County shall follow its normal procedures absent extraordinary circumstances, and in such event, Leavenworth County shall describe the extraordinary circumstances fully and in writing to Flat Land. Leavenworth County acknowledges and agrees that Resolution 2022-08 applies to the SUP such that the SUP does not expire.

6. Insurance. Flat Land shall continue adhering to SUP Condition 8. Within 14 days of this Memorandum, Flat Land will provide copies of compliant certificates of liability insurance to Leavenworth County.

7. Fire Barrier. Unless inconsistent with a state regulation or directive, Flat Land shall continue adhering to SUP Condition 10 referencing a document titled "Chuck Magaha – Emergency Management, April 4, 2019" (the "Magaha Memo"). The Magaha Memo states that (a) a containment area should be placed below the site for contaminants of runoff from water be placed at the base of the area to capture the silt from entering the surrounding properties; and (b) a fire barrier should be placed around the debris of at least 75 feet around the entire debris location freed of over growth vegetation. Photographs evidencing compliance were identified in Flat Land's March 23, 2022 presentation materials to the Board of County Commissioners. Flat Land will submit a site plan evidencing the requirements of the Magaha Memo within 14 days of this Memorandum's execution by all parties.

8. Parking. Flat Land shall continue adhering to SUP Condition 12. As identified in Flat Land's March 23, 2022 presentation materials to the Board of County Commissioners, customers have been instructed not to park on 227th Street. Flat Land will continue asking customers not to park on 227th Street and provide a staging area for customers as reasonably appropriate. If violators are believed to be parking illegally on 227th Street, the Parties will direct their complaints to the appropriate law enforcement agency.

9. Trash and Debris. Flat Land shall adhere to the terms of its facility operation plan and all applicable regulations to reasonably contain trash and debris within the Property. If Leavenworth County makes a written request to Flat Land with (a) sufficient evidence and explanation that the trash and debris came from the Property and (b) written authorization from the necessary property owner(s) to access the property, Flat Land will use reasonable efforts to pick up the trash and debris within 5 business days.

10. Approved Waste. Flat Land shall continue accepting only waste approved by law for construction and debris landfills. The Parties acknowledge KDHE regulates and regularly inspects approved waste at construction and debris landfills.

11. Odor. Flat Land shall continue odor mitigation efforts to the extent required by law and as outlined in Flat Land's facility operating plan. The Parties acknowledge KDHE regulates and regularly inspects odors at construction and debris landfills.

12. Leavenworth County Public Announcement. Within 14 days of this Memorandum, Leavenworth County agrees to make a public announcement as follows: "Leavenworth County and Flat Land Excavating, LLC have reached a settlement agreement resolving the ongoing litigation between the parties and clarifying the terms of Flat Land's existing special use permit moving forward. Any future complaints may be directed to the Code Enforcement Officer of Leavenworth County or the Kansas Department of Health and Environment."

13. Truck Traffic: SUP Condition 6 requires Flat Land to "adhere to the submitted project narrative for the quarry and landfill." The project narrative indicates that "[s]ome days zero loads [are] received, and other days are busier with up to 25+ loads possible." The parties agree that "25+ loads possible" means Flat Land is permitted up to but not more than 60 commercial trucks (dump trucks or larger) per day on average over the prior 12-month period, unless otherwise approved by Leavenworth County. For purposes of this agreement, a trip to and from the landfill (which is two trips) is considered a single "load." The parties further agree that "load" as used in the project narrative encompasses commercial dump trucks, and that pick up trucks and trailers are not considered a "load" and do not count toward the limit. As part of Flat Land's compliance with this requirement, Flat Land will provide Leavenworth County with a copy of its past twelve monthly log books if request in writing from Leavenworth County but no more than one time in any 90-day period.

14. Environmental Testing: Conditioned upon the release and consideration received under the Settlement Agreement between the Parties, Flat Land agrees to conduct a one-time inspection of the Property under the following procedures. Each Party will engage a Kansas-licensed professional engineer with at least 10 years' experience in the solid waste industry. The engineers hired by both parties will work jointly in good faith within industry standards to develop a mutually agreeable work plan to evaluate Flat Land's compliance with KDHE regulations for C&D landfills relating to waste intake, air quality, surface water, and ground water to the extent deemed feasible and appropriate by the parties' engineers. Flat Land will be responsible for paying any costs associated with creating and implementing the work plan, up to but not exceeding thirty thousand (\$30,000). In the event the engineers are unable to develop and implement a work plan at cost at or below \$30,000, Leavenworth County may, at its discretion, elect to either (a) pay for any costs that exceed \$30,000, or (b) reduce the scope the work plan; provided, however, the work plan may not exceed \$60,000. The parties' engineers will decide amongst themselves which firm(s) will perform which part(s) of the work plan. The engineers will develop the work plan jointly based upon initial input from legal counsel for both parties, but without any Party present and without any Party's influence. If needed based on their professional judgment, the engineers may engage other appropriately licensed or qualified contractors, laboratories, or professionals to assist with the work on an as-needed basis within the budget. After performing the work plan, the engineers will jointly author and stamp a mutually agreeable report stating whether or not any remedial actions are required under KDHE regulations, and if so, state the specific actions necessary to bring the Property into compliance with KDHE regulations and provide an estimated timeline for completing the specific actions identified to the extent deemed feasible and appropriate by the

parties' engineers. Flat Land hereby agrees in advance to perform the recommended remedial actions, and the engineers will be required to confirm jointly in writing that these remedial actions have been completed. In the unlikely event that the two engineers cannot agree on whether Flat Land has adequately completed the remedial actions, then the engineers will mutually agree on a third engineer who will determine what (if any) further work needs to be done by Flat Land to adequately complete the remedial actions recommended by the original two engineers. No additional environmental testing will be required. Leavenworth County represents and warrants it will review environmental inspection results in good faith. Leavenworth County represents and warrants the environmental inspection results is requested for and will be used only for a lawful purpose. Unless the engineers (or the third engineer, if applicable) confirm(s) in writing that Flat Land has not performed the remedial actions (if any) recommended, Leavenworth County shall not use the work plan, report, testing, remedial actions, or any part of this environmental testing process to take any administrative, regulatory, civil, or other legal action of any nature against Flat Land or its SUP.

Adopted this ____ day of _____ 2023 by and between:

LEAVENWORTH COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

By:

Mike Smith, Chairman

Doug Smith

Vicky Kaaz

Mike Stieben

Jeff Culbertson

FLAT LAND EXCAVATING, LLC

By:

Christy Britz

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS and the Memorandum of Understand (“MOU”), which is incorporated by reference, (collectively, “Agreement”) is made and entered into on the date set forth below, by and between Plaintiff Flat Land Excavating, LLC (“Plaintiff”) and Defendants Board of County Commissioners of Leavenworth County and David Van Parys (collectively, “Defendants”) (Plaintiff and Defendants may be singularly referred to as “Party” or collectively referred to as the “Parties”).

RECITALS AND DEFINITIONS

WHEREAS, Plaintiff filed a Complaint against Defendants that is pending in the United States District Court for the District of Kansas, styled *Flat Land Excavating, LLC v. Board of County Commissioners of Leavenworth County, et al.*, Case No. 2:22-cv-2103 (“Lawsuit”) alleging causes of action against Defendants.

WHEREAS, Defendants deny liability in the Lawsuit;

WHEREAS, without any admission of fault or liability, the Parties desire to forever release, waive and compromise all of the claims and disputes of any nature between the Parties; and

WHEREAS, the Parties are entering into this Agreement (incorporated by reference into this Agreement) voluntarily with full knowledge and understanding of this Agreement and do hereby enter into this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and in the MOU, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Payment.** Conditioned upon Flat Land’s receipt in full of TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000) (“Payment”) and the mutual releases herein, Flat Land agrees to a full and final settlement of all claims of any nature against Defendants by Plaintiff in the Lawsuit. Payment shall be made to “Sandberg Phoenix & von Gontard, P.C.” and delivered to the law offices of Sandberg Phoenix & von Gontard, P.C., 4600 Madison Avenue, Suite 1000, Kansas City, Missouri 64112, within 7 days of the date this Agreement is fully executed.

2. **Parties to Bear Their Own Costs and Attorneys’ Fees.** The Parties acknowledge and agree that each Party shall bear their own costs, expert/consultant fees, and attorneys’ fees in connection with the Lawsuit, the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of this Agreement

3. **Tax Release.** Plaintiff acknowledges that Defendants have made no representations as to the taxability of the Payment made on behalf of the Defendants under this Agreement, if any. Plaintiff shall be solely responsible for and promises and agrees to pay income

or other taxes, interest, or penalties, if any, owed with respect to the Payment referred to in Paragraph 1 and releases Defendants from any liability for the same.

4. **Full Mutual General Releases of All Claims.** Upon the receipt of the consideration and covenants in this Agreement, Plaintiff (as defined in this Paragraph) hereby fully, finally, and completely releases, waives, and forever discharges Defendants (including its agents, employees, elected officials, attorneys, insurers, and representatives and its predecessors, successors and assigns) from and against any and all claims, causes of action, petitions, writs, appeals, legal proceedings, administrative actions and applications (including, without limitation, Case No. DEV-22-104 to modify its special use permit (“SUP”)), penalties, liens, encumbrances, lawsuits, losses, demands, liabilities, damages, injuries, violations, warnings, disputes, regulatory actions, obligations, debts, liens, costs, attorneys’ fees, expenses, and/or complaints, of any nature whatsoever and description whatsoever, whether known or unknown, past or present, civil or to the fullest extent possible criminal, (collectively, “Claims”), including, without limitation, those arising out of or relating to the Lawsuit, Plaintiff, Defendants, Plaintiff’s business, Plaintiff’s SUP, Plaintiff’s property, Defendants’ regulatory practices or actions, and any other potential Claims between the Parties under any law, regulation, statute, order, resolution, ordinance, common law, or other applicable law of any nature through the date of the dismissal of the Lawsuit in Paragraph 5. Plaintiff further covenants not to take any legal action of any nature against Defendants (as defined in this Paragraph) on any such Claims.

Upon the receipt of the consideration and covenants in this Agreement, Defendants (as defined in this Paragraph) hereby fully, finally, and completely release, waive, and forever discharge Plaintiff (including its agents, employees, attorneys, insurers, representatives, owners, officers, directors, shareholders, members, managers, partners, affiliates, subsidiaries, parents, Shawn Britz, Christy Britz, or anyone claiming under or through it in any capacity, and its predecessors, successors and assigns) from and against any and all claims, causes of action, petitions, writs, appeals, legal proceedings, administrative actions or applications (including, without limitation, Case No. DEV-22-067 to terminate Plaintiff’s SUP), penalties, liens, encumbrances, lawsuits, losses, demands, liabilities, damages, injuries, violations, warnings, disputes, regulatory actions, obligations, debts, liens, costs, attorneys’ fees, expenses, and/or complaints, of any nature whatsoever and description whatsoever, whether known or unknown, past or present, civil or to the fullest extent possible criminal, (collectively, “Claims”), including, without limitation, those arising out of or relating to the Lawsuit, Plaintiff, Defendants, Plaintiff’s business, Plaintiff’s SUP, Plaintiff’s property, Defendants’ regulatory practices or actions, and any other potential Claims between the Parties under any law, regulation, statute, order, resolution, ordinance, common law, or other applicable law of any nature through the date of the dismissal of the Lawsuit in Paragraph 5. Defendants further covenant not to take any legal action of any nature against Plaintiff (as defined in this Paragraph) on any such Claims

5. **Dismissal of Lawsuit and Administrative Proceedings.** Within 7 calendar days after full receipt and bank clearance of the Payment above, the Parties shall file withdrawals (along with any other necessary or recommended documents) of any pending administrative actions (including, without limitation, Case No. DEV-22-067 and Case No. DEV-22-104) and, as soon as reasonably possible thereafter, file a dismissal of the Lawsuit with prejudice with each Party bearing their own costs and attorney’s fees. Plaintiff hereby authorizes its counsel to execute and file with the appropriate filings to effectuate this Paragraph.

6. **Denial of Liability.** This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims. Both Parties explicitly deny any and all wrongdoing to the other Party.

7. **Incorporation of the MOU by Reference.** As a material condition to this Agreement, the Parties have executed a Memorandum of Understanding. The Parties expressly acknowledge and agree that the MOU in its entirety is hereby incorporated by reference into this Agreement and is deemed part of this Agreement.

8. **General Provisions.**

(a) **Severability.** If any provision of this Agreement is deemed unenforceable, the validity of the other provisions of this Agreement will not be impaired. If any provision of this Agreement will be deemed invalid as to its scope, then that provision will be deemed valid only to the fullest extent permitted by law.

(b) **Force Majeure.** If the performance of any obligation in this Agreement is delayed or becomes impractical due to an act beyond that Party's control, the Party shall be afforded ample time for performance or excused from performance, as applicable. Events beyond a Party's control could include, without limitation, acts of God, acts or omissions of third parties, war, terrorism, embargos, material shortages, weather, material shortages, government regulation or restriction, plague, epidemic, pandemic, outbreaks of infectious disease, public health crisis, including quarantine or other restrictions, utilities outage, or other unforeseeable event. This provision shall not apply to Paragraphs 1, 2, 3, 4, and 5 above.

(c) **Governing Law, Jury Waiver, etc.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Kansas and that the sole and exclusive venue (to the fullest extent possible) for any dispute arising out of this Agreement shall be the United States District Court for the District of Kansas.

(d) **Entire Agreement/Interpretation.** This Agreement (which includes the MOU) constitutes the entire understanding and agreement of Plaintiff and Defendants regarding the subject matter hereof. All prior negotiations and agreements, if any, regarding the subject matter hereof are merged herein and superseded hereby. No representation or promise has been made by either party regarding the subject matter of this Agreement which is not set forth in this Agreement. Neither this Agreement nor any of its terms may be changed, added to, amended, or waived, except in a writing signed by both Parties. Both Parties participated in drafting this Agreement, and therefore, this Agreement will not be construed in favor of or against either party as a result of preparing the initial draft.

(e) **Successors and Assigns.** The Parties understand that this Agreement is binding upon and shall inure to the benefit their respective heirs, successors and assigns.

(f) **Counterparts.** The Agreement may be executed remotely and transmitted electronically by the Parties in multiple counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(g) Authority to Execute. Plaintiff and Defendants represent and warrant that: (a) each has full power to execute and perform its obligations under this Agreement; (b) each has obtained all approvals and authorizations necessary to execute and perform its obligations under this Agreement; and (c) this Agreement constitutes a valid and binding obligation.

(h) Knowing and Voluntary Signing of Binding Contract. The Parties represent and warrant that they have carefully read this Agreement and understand all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES TO FOLLOW. REMAINDER OF PAGE INTENTIONALLY BLANK.]

FLAT LAND EXCAVATING, LLC

By: _____

Name (Printed): _____

Dated: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared _____, and to me personally did say that she is the _____ of the **Flat Land Excavating, LLC** and that she has been and is duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2023.

Notary Public

My commission expires:

**BOARD OF COUNTY COMMISSIONERS FOR
LEAVENWORTH COUNTY**

By: _____

Name: Mike Smith

Dated: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared **Mike Smith**, and to me personally did say that he/she is a County Commissioner on the **Board of County Commissioners for Leavenworth County** and that he/she has been and is duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2023.

Notary Public

My commission expires:

**BOARD OF COUNTY COMMISSIONERS FOR
LEAVENWORTH COUNTY**

By: _____

Name: Doug Smith

Dated: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared **Doug Smith**, and to me personally did say that he/she is a County Commissioner on the **Board of County Commissioners for Leavenworth County** and that he/she has been and is duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2023.

Notary Public

My commission expires:

**BOARD OF COUNTY COMMISSIONERS FOR
LEAVENWORTH COUNTY**

By: _____

Name: Vicky Kaaz

Dated: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared **Vicky Kaaz**, and to me personally did say that he/she is a County Commissioner on the **Board of County Commissioners for Leavenworth County** and that he/she has been and is duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2023.

Notary Public

My commission expires:

**BOARD OF COUNTY COMMISSIONERS FOR
LEAVENWORTH COUNTY**

By: _____

Name: Mike Stieben

Dated: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared **Mike Stieben**, and to me personally did say that he/she is a County Commissioner on the **Board of County Commissioners for Leavenworth County** and that he/she has been and is duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2023.

Notary Public

My commission expires:

QUARTERLY REPORT

Connie Harmon, Director
January 18, 2023

Q4 AT-A-GLANCE:

	2022	Notes
Nutrition		Shelf-stable meals have been ordered, and these 3-day meal packets to be used on inclement weather days will be delivered the week of January 16 th .
Q Meals on Wheels Meals Served	24,440	
YTD Meals on Wheels Meals Served	96,454	
• Q4 Clients Served	941	
• Q4 New Clients	155	
• YTD New Clients	517	
Transportation		Two Ford Explorers were leased and will be added to the agency's fleet next week.
Trips Provided YTD	18,522	
• 2022 Miles Driven	157,622	
Budget		99% of expected revenue was received by EOY.
• Approved	\$2,823,152.00	
• Expended	\$2,606,909.46	
• Revenue Received	\$2,464,197.00	

ON-GOING ACTIVITIES:

- **Secure grant funding and execute fundraising efforts to maintain and expand current service offerings.**
 - In addition to the \$74,000 in local and national grants awarded in 2022, the COA generated \$97,000 in donations for Meals on Wheels, Senior Express Transportation, PALS and In-Home Support Programs.
 - 25% increase in transportation revenue to offset the 24% increase in gas expenses. This included revenue from transportation fee increase in February 2022.
 - 60% increase in donations for Christmas project in the form of meals purchased, transportation punch cards, PALS donations and punch cards for in-home support services.
 - 66% increase in revenue generated through fundraising efforts for Meals on Wheels. This included a Family Fun Night in July and a Dueling Pianos & Auction event in October.
- **Shift to digital and increase efficiencies.**
 - In Q4, 5 new volunteers were added to the roster to deliver Meals on Wheels and 12 volunteers assisted with the fall benefit.
 - Staff continue to expand the agency's digital and online presence, while maintaining essential communication in print, and eliminating time-consuming and redundant paper processes.
 - In Q4, staff expanded use of our online donation platform, PayPal, to include fee payment for activities, MOW meal donations, Transportation punch cards, and additional fundraising/ support efforts.
- **Move to and reopen at Cushing space.**
 - With the help of the Buildings and Grounds team, staff moved to the Cushing building the first week of November, without disrupting essential services such as Meals on Wheels delivery, transportation services or Medicare counseling.
 - Leisure & Learning activities resumed on December 1, and attendance levels have increased significantly in most activities since December 1.
 - Staff selected and designed internal and external signage with Young Sign Company. Installation is occurring this week.
 - After an on-site auction to liquidate assets at the Broadway location on December 3rd, staff prepared the building to vacate it by December 30, 2022.
 - LV Arts is providing art from Leavenworth County artists for display throughout the building.

2023 GOALS:

- **Expand evening and weekend programming**
 - Prioritize hiring a part-time position to support expanded day and evening Leisure & Learning programming to include adding classes for activities that have reached room capacity.
 - Increase weekend and evening Leisure & Learning trips and activities to at least one each quarter. This includes revitalizing the agency's *Off the Beaten Path* trip series.
- **Sustain and grow participation and existing activities/partnerships**
 - Staff are putting a new twist on existing activities to retain participation such as moving the *Walk for Health* outdoor activity inside for the months of November -March. The COA is open to walkers from 8:00 – 10:00 am each Friday.
 - The agency is receiving requests for new activities from community members. We will be adding new activities such as Mahjong, Canasta, Pinochle beginning in February.
 - Staff continue to partner with organizations such as University of St. Mary and will offer a health fair onsite on Wednesday, February 8.



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4th Quarter 2022 – Public Works

Road and Bridge

September 2022 – December 2022

- ❖ Aggregates Hauled:
 - Rock: 14,692.18 Tons
 - Asphalt: 3,479.40 Tons
 - Haydite: 8,257.3 Cubic Yards
 - Oil: 25,922 gallons

- ❖ Culvert Replacements:
 - Entrances-15
 - Crossroad-12

- ❖ One snow event which was on December 22, 2022.

- ❖ 2022 Budgets- End of year update

Road and Bridge	YTD \$10,308,616.12	Remaining \$140,988.88	1% remaining
Local Service	YTD \$3,582,472.52	Remaining \$108,642.48	3% remaining
Noxious Weed	YTD \$512,408.73	Remaining \$14,003.27	3% remaining
GIS	YTD \$248,039.95	Remaining \$34,903.05	12% remaining

Personnel: 4th quarter

- ❖ County Shop/Noxious Weed/GIS:
 - ◆ Full Time – 69 – Currently fully staffed.
 - ◆ IOC Position - 2 of which are currently vacant (Noxious Weed Assistant and Engineering Intern.
 - ◆ GIS (4) positions are now fully filled.

- ❖ One employee has since retired since the last quarterly report.

Projects

A. 158th Street Road Improvement Project – MHS 2004 Design – Linaweaver Construction

- i. Only the seeding retainage remains to be paid out when the project SWPPP is closed. The project was completed on schedule. The project finished under budget (\$3,158,289) for the bid items due to the contractor’s decision to remove some the seeding protections. The change order to add cement treated based was approved at \$300,000 and we used \$177,000.



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- B. Bridge HP-19 – Wilson Design – Ebert Construction – Finney and Turnipseed Inspection**
- i. The project was completed on time and on budget. Total cost \$1,596,737
- C. Bridge Replacement Designs (A-49, E-18, F-46, T-34) – Benesch – ARPA Funds**
- i. **A-49** – Plans are complete. All but one acquisition is complete. ATT has scheduled their line to be relocated in Feb. 2023.
 - ii. **T-34** – Plans are complete. Acquisition is complete. ATT has scheduled their line to be relocated in Feb. 2023.
 - iii. **F-46 – Dondlinger Construction - MHS Inspection**
The project was completed on schedule and on budget. Total cost \$689,215.
 - iv. **E-18 - Dondlinger Construction – MHS Inspection**
The project was completed on schedule and on budget. Total cost \$1,020,691.80.
- D. ST-100 Bridge Replacement Project – Off-System Bridge Program**
- i. Finney and Turnipseed have completed the Field Check Plans and are on schedule for the bridge’s KDOT letting in April.
 - ii. Right-of-Way acquisition is complete.
- E. E-48 Bridge Replacement Project – Local Bridge Grant Program – Finney and Turnipseed**
- i. The survey work is now complete and the KDOT low cost structure is being designed.
- F. Tonganoxie Road HRRR Safety Improvement Project – MHS design/inspection**
- i. 90/10 cost share grant – High Risk Rural Roads Program
 - ii. MHS has been working on the design plans for the project. The design has continued on schedule per KDOTs letting schedule.
- G. CR30 – 235th Street Roadway Improvement Project – Wilson Design**
- i. Right of Way acquisition has been completed.
 - ii. A utility coordination meeting was held with all of the utility companies. The most substantial conflicts are with the water line and the phone line. There are 12 service lines in conflict, one main crossing, and possibly a section of the water line at a box culvert.
 - iii. Completed an application for 33% funding through the Kansas Cost Share Program. Application was denied.
- H. ST-26 Bridge Replacement Project – Finney and Turnipseed Design**
- i. Design contract executed.
- I. HP-36 Bridge Replacement Project – Finney and Turnipseed Design**
- i. The site survey has been completed and the plans should be available for review in the coming weeks.
- J. K-19 Bridge Replacement Project – Finney and Turnipseed Design**



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i. Design contract executed.

K. Box Culvert and Large Culvert Replacement Project – A-6, A-66, H-29, H-30, K-5, K-17, K-37, R-24, SH-63, ST-56, ST-59, ST-60, E-UM4, K-46 – MHS Design – ARPA Funds

i. MHS has completed the survey work for all of the sites and is working on design. Plans are under review by the county.

L. 2022 Biannual Bridge Inspections – Finney and Turnipseed

i. The inspections were completed and input into KDOT’s bridge portal. We are awaiting final delivery of the records and the bill.

M. Regional Transportation Capital Improvement Plan and Study – Kimley Horn

The study is moving along and the BOCC has been provided a copy of the project schedule.

Allocated Amounts

KDOT	\$250,000	
Leavenworth County	\$150,000	
City of Leavenworth	\$90,000 -	Billed 30%
Lansing	\$30,000 -	Received 10.04.2022
Basehor	\$15,000 -	Received 11.08.2022
Tonganoxie	\$15,000 -	Received 11.15.2022

N. KDOT Local Projects

i. 106 C-4790-03 Local Road Safety Plan

i. We received the final draft of the safety plan.

ii. HRRR Call for Projects –

i. We are preparing an application for both the regular HRRR program and the intersection improvement program that was just released.

iii. KDOT Transit Grant – Parking Lot at Cushing

i. The design RFP is finally being advertised.

iv. Kansas Cost-Share Program –

i. CR30 did not receive funding from the October call for projects. No county projects were funded statewide.

O. Federal Grant Applications

i. BASE Grant – KDOC – Worked with Tom Cole to develop the application. We were notified that we did not get the grant.

ii. RAISE Grant – KDOT – Centennial Bridge – KDOT did not get awarded funding.



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P. Other Outstanding Projects / Items

- i. We notified KDHE that all clean up completed through their funding on Oak Mills will be contracted and not performed by county staff. KDHE is working with the railroad to get permission to work along the railroad to complete the necessary cleanup. Currently they are working to get Union Pacific to wave their \$2,000 right-of-way work permit since they are responsible for the trash within their right-of-way. They are also trying to get a meeting set with UP reps on site to ask for them to cover a portion of the cost after they actually view the severity of the problem.

Noxious Weed

Finished up mowing roadside

Clearing brush out of right-away, bridges, intersections and culverts.

Boom mowers out cutting back brush.

Had couple chemical sales.

Chemical pricing for the 2022 year we did see price increases from 8% on the low to as much as 20% on the high.

In 2023 we will see some price increases already indicated by the manufactures

Survey Department

During the last quarter 80 section corners have been recovered in Alexandria Township, see attached map.

Filed 57 new Land Survey Reference Reports for Alexandria Township.

Evaluated multiple corners for Center of Section 16-12-22 and prepare survey report indicating findings, along with filing 7 new Land Survey Reference Reports for this Section.

We have indexed 370 section corner tie reports from existing backlog and new reports. Also, merged & checked 314 reports into one file as we discovered multiple file locations. Also compressed all files utilizing pdf optimizer to reduce file size, so downloads are more easily managed by the public.

I have completed reviews of 28 plats/surveys.

I Completed KDOT Pre-Project Certification Program.

Completed R/W staking for noxious weed department at 21649 Tonganoxie Drive.

Office and field work for 14714 Metro Ave. – determine location of sewer pump station in relationship to property and easement lines.

Fleet Management –



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Equipment due to be delivered first quarter:

- Three New John Deere Motor graders from Murphy Tractor
- One New 48" asphalt cold planer from Murphy Tractor
- Two New steel vibratory asphalt rollers from Victor L. Philips
- One New Freightliner oil distributor
- One New Landoll tilt deck equipment trailer
- One New Holland Boom Mower tractor
- One New Mack Pinnacle Semi Truck/Tractor

Enterprise vehicles being delivered 1/11/2023

EMS	2022	Ford	Utility Police Int.	Explorer all wheel drive
EMS	2022	Ford	Utility Police Int.	Explorer all wheel drive
Public Works	2022	Ford	F-350	xl 4x4 flatbed,
Public Works	2022	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
Council on Aging	2022	Ford	Explorer	XLT 4dr 4x4
Council on Aging	2022	Ford	Explorer	XLT 4dr 4x4

Enterprise vehicles on order:

25458W	ADMIN3	ADMIN3)248434	EMS	2022	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
254QCH	10-17	93 248428	Public Works	2022	Ford	F-350	XL 4x4 SD Regular Cab
2556H4	10-02	10-02 23LR6M	Public Works	2022	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. bo
2556JJ	10-04	10-04 23LR6V	Public Works	2022	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. bo
254FKV	10-13	5a 24832D	Public Works	2022	Ford	f250	XL 4x4 SD Regular Cab 8 ft. bo
25JS79	09-30	13 248429	Council on Aging	2022	Chrysler	Voyager	LX Passenger Van w/c
25JS7C	09-31	9 248423	Council on Aging	2022	Chrysler	Voyager	LX Passenger Van w/c
25W4Q8	03-02	299b 2483ZW	Noxious Weed	2023	Chevrolet	Silverado 3500hd	Work Truck 4x4 Regular Cab 170
25W4Q9	03-03	202b 248422	Noxious Weed	2023	Chevrolet	3500hd	Work Truck 4x4 Regular Cab 170
25WG7B	09-09	09-09 23NLQS	Council on Aging	2023	Chevrolet	2500	Work Truck 4x4 Regular Cab 8 f
25WG5C	10-09	10-09 25SBQK	Public Works	2023	Chevrolet	2500	4x4 Work Truck 4x4 Double Cab 6.75
268J5Q	ADMIN1	ADMIN 1)24842J	EMS	2023	Ford	Utility Police Int.	Explorer all wheel drive
268J5T	ADMIN2	ADMIN2)2483ZF	EMS	2023	Ford	Utility Police Int.	Explorer all wheel drive
268J66	ADMIN4	ADMIN4)2483ZC	EMS	2023	Ford	Utility Police Int.	Explorer all wheel drive
25WG76	10-16	6b 24842K	Public Works	2023	Chevrolet	2500	4x4 Work Truck 4x4 Regular Cab 8 f
25WNCJ	10-15	4 24842B	Public Works	2023	Chevrolet	2500	4x4 Work Truck 4x4 Double Cab 8ft
25WTCZ	10-14	7 24842M	Public Works	2023	Chevrolet	2500	4x4 Work Truck 4x4 Double Cab 6.75

GIS Department Quarterly Performance

The mission of the Leavenworth County GIS department is to support Leavenworth County and its citizens by providing and maintaining accurate, current, and complete maps and geospatial data. Our department updates all data on a weekly basis to the county's newly released website. Also, update the Integrity website on a daily basis. Also updated all data and even created new data from scratch, free of charge, in PDF, shapefile format, and CAD.



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Accomplishments from September 2022 to present

- Updated all GIS public layers on our new GIS web map and ArcGIS HUB, including shapefiles and PDFs that allow anyone with an internet connection to use.
- Updated all 2022 Public layers on our website from 2022 to 2023.
- Updated parcel data and shared it with MARC, ORKA, and PORKA FTP sites.
- Drone footage was taken for four (4) completed bridge projects E-18, K-45, HP-19, and F-46
- Drone footage was taken for a completed 185th road project.
- Worked on P & Z Project: Found areas within parcels that are 3000' from roads.
- Worked on a project for P&Z. Highlight all parcels in the floodplain or floodway IF the parcel is zoned Mixed Use, Mixed Residential, or Residential (3 units/acre).
- Processed the sync of NG911 GIS and Parcel data with the LV city.
- Submitted NG911 to PSAP through the NG911 portal and passed the quality assurance test.
- Sent Proposed Trail System to MARC.
- Completed monthly permit / new address verification for each city.
- Twenty-eight (28) survey records were mapped and added to our GIS database and Survey record website.
- Eighteen (18) subdivision Plats were mapped and added to our GIS database and the Appraisal Subdivision layer.
- Twenty-Nine (29) Track Splits/Combinations/Boundary Line Adjustments made to the Appraisal Property database.
- Filled over Thirty-Eight (38) requests from external organizations and walk-in patrons.
- Updated Ag and homesites as updated maps are returned.
- AgUse and homesite adjustments for appraisers:
- Created 122 36x36 maps for the appraisers to note changes
- Made over 500 AgUse and homesite changes.
- After initial changes, additional changes were made to reconcile appraisers and GIS data.
- In short, adjusted ag for the whole county.
- Create a Floodway Parcel map for Planning and Zoning.
- Found parcels within zone A and AE.
- From those parcels, found parcels of different zone types.
- Created a new 2023 Active Special Use Permit map.
- Worked with the Registrar of Deeds on parcel correction, deed research, and boundary mapping.
- Created radius searches for rezoning applications for the cities.
- Worked with the Registrar of Deeds on parcel correction, deed research, and boundary mapping.
- Over Eighty (80) new homesites were added to NG911 address points to be used by EMS, Fire departments and shared with Cities.
- Worked and Updated 3-Year Cycle Projected Maintenance-2022, 2023, 2024, and 2025.
- Worked with Tylor from SAM, Larry, and Dan to fix the Section corner issue.
- Created US Bicycle Route 55 through Leavenworth County.
- Sent the CBAS agreement with the cities back to Census.
- Sent 2022 Aerial to cities of Lansing, Basehor, Tonganoxie, and to the fort of Leavenworth GIS team.
- Worked with Maria Walser with MARC on Leavenworth County/Basehor boundary issue.
- Updated and sent October, November, and December 2022 house photos to SAM.
- Sent GIS data to Chief Stackhouse from Leavenworth County Fire District 1.
- Created new patrol zone maps per the sheriff's office request.



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- Created a network dataset using county roads that can be used for any future network analysis.
- Created a model/methodology to assess park accessibility and equity
- Used the model to assess Leavenworth city
- Fixed all errors in the AgUse edit map caused by the large amount of changes made.
- One hundred and Seventy (170) traffic accidents, One hundred and Eighty-Seven (187) complaints, Forty-Nine (49) utility Permits, and two hundred Fifty-Six (256) traffic sign inventory.
- Forty-Three (43) ROW researched, and Twenty-Three (23) entrance permits were logged and mapped.
- One hundred forty-three (143) archive maps and Twenty-Eight (28) Plan Archives were scanned.
- Over twelve (12), Certified Property owner lists were made.

Tasks in progress for Next Quarter

- Completing a park accessibility analysis for the county
- Working on adding Survey records from the 1930s, 1940s...
- Pre-Project Drone footage.
- Awaiting final homesite adjustments from appraisers (estimated 300+).
- Continue remapping parcel boundaries based on Plates, survey records, and legal deeds.
- Continue working on the Road Record database. This will include Book/Page, Right of Way, Historical Road Names, Dates of Dedication, and a visible GIS Polyline file for documentation.