

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

*Leavenworth County*  
*Board of County Commissioners*

*Regular Meeting Agenda*  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
November 10, 2021  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
  - a) Veteran's Day Proclamation
- 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 November 3, 2021
- b) Approval of the minutes of the work session of November 3, 2021
- c) Approval of the schedule for the week November 15, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve Case Number DEV-21-108 & 109 a pre and final plat for Ward Ridge
- g) Approve letter of support for the Guidance Center grant

VII. FORMAL BOARD ACTION:

- a) 2021 General Election canvass
  - **CONSIDER A MOTION TO ADJOURN AS THE BOARD OF COUNTY COMMISSIONERS AND CONVENE AS THE BOARD OF COUNTY CANVASSERS**
  - **CONSIDER A MOTION TO CERTIFY THE 2021 GENERAL ELECTION**
  - **CONSIDER A MOTION TO ADJOURN AS THE BOARD OF COUNTY CANVASSERS AND RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS**
- b) Consider a motion to increase compensation for jurors to \$50.00 per day that are selected to serve on the jury.
- c) Consider a motion to authorize the Court to retain non-court personnel to serve as jury trial bailiffs in limited circumstances.
- d) Consider a motion to approve the service agreement with Merchant McIntyre.
- e) Consider a motion to approve Resolution 2021-51, a rezoning request from RR-5 to RR-2.5.

- f) Consider a motion to approve a 5- year lease for a 2022 Case Compact Track loader in amount not to exceed \$10,611.72.
- g) Consider a motion to approve an addendum from ACI Boland to plan and design space for the Guidance Center Crisis Stabilization in an amount not to exceed \$74,500.00 from ARP funds.
- h) Consider a motion to approve an addendum from ACI Boland to plan and design space for the K-State Extension Office in an amount not to exceed \$66,570.00 from ARP funds.
- i) Consider a motion to approve bid pricing from VLP Equipment for a 5- year lease for one 2022 Case Track Loader for an annual amount of \$78,946.50.
- j) Consider a motion to accept bid from Ebert Construction for the HP-19 bridge replacement project for an amount not to exceed \$1,669,686.35.
- k) Consider a motion to accept the proposal and bid from Finney and Turnipseed for the bi-annual bridge inspection in an amount not to exceed \$48,000.00.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 8, 2021**

**Tuesday, November 9, 2021**

**Wednesday, November 10, 2021**

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

**Thursday, November 11, 2021 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERAN'S DAY**

10:30 a.m.          Leavenworth Veteran's Day Parade

**Friday, November 12, 2021**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

# Leavenworth Board of County Commissioners

## Veteran's Day Proclamation

**November 11, 2021**

To all Citizens of Leavenworth County, Greetings;

**WHEREAS**, the greatest acknowledgment of our freedom is to honor our armed forces veterans who have sacrificed and in many instances paid the ultimate price for our freedom; and

**WHEREAS**, Leavenworth County recognizes and respects all of our Leavenworth County veterans and thank them for their many contributions; and

**WHEREAS**, we, along with millions of other Americans, can attest to the importance of their sacrifices and contributions for our freedom and security; and

**WHEREAS**, both men and women of our armed forces continue to be an inspiration to all of us through their demonstration of courage, leadership, and commitment in service to our community and country; and

**WHEREAS**, in 1975, Congress voted to make November 11, Veterans' Day, in honor of our veterans, living and dead, who served in the armed forces.

**WHEREAS**, we in Leavenworth County will always remember and pay homage to our military community, both active and inactive, for their contribution, dedication, and commitment to the 1 cause of our freedom.

NOW, THEREFORE, be it resolved that in observance of Veterans' Day, Thursday, November 11, 2021, Leavenworth County proudly joins the rest of our nation to salute and give special honor and recognition to the men and women who served us in our armed forces.

In Witness Whereof, I have hereunto set my hand and affixed the seal of Leavenworth County this 10<sup>th</sup> day of November 2021, in Leavenworth County, Kansas.

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Michael Smith, Chairman  
Leavenworth County Commission

\*\*\*\*\*November 3, 2021 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, November 3, 2021. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Amy Allison, Planning and Zoning Deputy Director; Jamie VanHouten, Community Corrections Director; Janet Klasinski, County Clerk; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: Joe Herring, John Matthews, Dennis Taylor, Scott Kraemer, Steve Rosenthal

**PUBLIC COMMENT:**

There were no public comments.

**ADMINISTRATIVE BUSINESS:**

Janet Klasinski indicated an audit is required on two election races and two precincts within those races requesting the chairperson to randomly draw two precincts to audit. She indicated her office randomly selected the races earlier to audit which was the Leavenworth City Commission and USD #469.

Commissioner Mike Smith randomly chose the 2<sup>nd</sup> precinct 7<sup>th</sup> ward for the Leavenworth City Commission and Lansing Ward 2 for USD#469.

Mark Loughry reported the Council on Aging is requesting a letter of support for a grant that has a 50/50 match.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to approve a letter of support for Council on Aging.***

***Motion passed, 5-0.***

Mr. Loughry inquired if the Board is interested in hiring a firm to go after federal grants.

Commissioner Culbertson requested to have the rezone that was denied be placed on the agenda for next week.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben to place the Wiehe rezone back on next week's agenda.***

***Motion passed, 5-0.***

Commissioner Mike Smith recognized the Lansing Girls Volleyball Team 5A winning the State Championship.

Commissioner Stieben noted that Winsome Sears will become the first female and woman of color as Lieutenant Governor of Virginia.

Commissioner Kaaz requested the check registry be removed from the consent agenda.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to accept the consent agenda for Wednesday, November 3, 2021 minus the check registry.***

***Motion passed, 5-0.***

***A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to approve the check registry section of the consent agenda.***

***Motion passed, 4-0, Commissioner Kaaz abstained.***

Jamie VanHouten requested approval of an application for non-matching Juvenile Crime Community Prevention grant and requested the chairman to sign the same.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Kaaz to authorize the chairman to sign the grant application for non-matching Juvenile Crime Community Prevention grant.***

***Motion passed, 5-0.***

Bill Noll requested approval of preliminary engineering for the High-Risk Rural Roads project on Tonganoxie Road in amount not to exceed \$24,960.00.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve the preliminary engineering for the High-Risk Rural Roads project on Tonganoxie Road in an amount not to exceed \$25,000.00.***

***Motion passed, 5-0.***

Commissioner Doug Smith inquired about a study on Ginger Creek Sewer District as requested by the city of Basehor.

Mr. Loughry reported the County is waiting for a funding agreement with the city of Basehor which would waive connection fees.

Amy Allison presented Resolution 2021-49, a special use permit for a contractor's yard for Kraemer and Sons.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve Resolution 2021-49, a special use permit for a contractor's yard for Kraemer and Sons located at 21655 187<sup>th</sup> St. for 10 years.***

***Motion passed, 5-0.***

Ms. Allison presented Resolution 2021-50, a rezoning request from RR-2.5 to B-3 located on 139<sup>th</sup> St.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to approve Resolution 2021-50, a rezone from RR-2.5 to B-3 on 139<sup>th</sup> St. adjacent to the city of Basehor.***

***Motion passed, 5-0.***

Commissioner Kaaz will be attending a LCDC event on Friday.

Commissioner Mike Smith requested a Veteran's Day proclamation be placed on next week's agenda.

The Board will participate in the Veteran's Day Parade.

Commissioner Doug Smith attended the Basehor City Council meeting and the Fairmount Township meeting.

Commissioner Stieben held a townhall meeting last Thursday. He extended an invitation on Thursday, November 11 at 9:00 a.m. at the 1866 in Tonganoxie for guest speaker Jamie VanHouten to speak to faith-based groups about helping people coming out of prison.

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

The Board adjourned at 9:38 a.m.

Draft



\*\*\*\*\*November 3, 2021 \*\*\*\*\*

The Board of County Commissioners met in a work session on Wednesday, November 3, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Keith Rickard, The Guidance Center Director; Jerry McDonald, The Guidance Center; Chelsi Myer and Sonya Murphy, Extension Office; Aaron Yoakum, Buildings and Grounds Director; John Richmeier, Leavenworth Times

A work session was held to discuss accommodations for the Leavenworth County Extension Office and the Guidance Center at the Cushing Building

The Board ended the work session at 11:42 a.m.

Draft

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 15, 2021**

**Tuesday, November 16, 2021**

12:00 p.m.      LCPA meeting

**Wednesday, November 17, 2021**

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

**Thursday, November 18, 2021**

**Friday, November 19, 2021**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	528.72	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	125.22	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	807.89	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	722.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	703.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-213	EMS VEH MAINT & SUPPLY	407.45	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	131.05	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	57.50	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	329.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	887.22	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	1,093.65	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	323319	94953 AP	11/05/2021	1-001-5-05-306	EMS VEH MAINT & SUPPLY	483.74	
*** VENDOR 1513 TOTAL								6,277.61	
20588	ADVANTAGE	ADVANTAGE PRINTING	323320	94954 AP	11/05/2021	1-001-5-19-301	DIST CT CLERK ENVELOPES ACCT 9	859.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	323320	94954 AP	11/05/2021	1-001-5-49-341	ACCT 109 ELECTION WRITE IN TAL	87.50	
*** VENDOR 20588 TOTAL								946.50	
8020	APCO INT'L	APCO INTERNATIONAL	323321	94955 AP	11/05/2021	1-001-5-07-203	2022 MEMBERSHIP LVCO SHERIFF	893.00	
338	BEAR GRAPHICS	BEAR GRAPHICS INC	323322	94956 AP	11/05/2021	1-001-5-41-306	APPRAISER - 6K PERSONAL PROPER	2,100.24	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	323323	94957 AP	11/05/2021	1-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	323324	94958 AP	11/05/2021	1-001-5-07-357	65483 JAIL PLUMBING SUPPLIES	406.14	
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	323324	94958 AP	11/05/2021	1-001-5-07-357	65483 JAIL PLUMBING SUPPLIES	35.62	
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	323324	94958 AP	11/05/2021	1-001-5-07-357	65483 JAIL PLUMBING SUPPLIES	12.48	
*** VENDOR 2541 TOTAL								454.24	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	323325	94959 AP	11/05/2021	1-001-5-32-296	01001100496 JUSTICE CENTER NOV	5,367.00	
436	CORNERSTONE TEAM SPO	CORNERSTONE TEAM SPORTS, INC	323326	94960 AP	11/05/2021	1-001-5-07-359	SHF: NITRILE GLOVES	759.00	
30100	ELECTION WORKER	CARLOS WILSON	323277	94927 AP	11/03/2021	1-001-5-49-341	YOUTH WORKER - ELECTION NIGHT	100.00	
30100	ELECTION WORKER	KARA WESSELL	323278	94928 AP	11/03/2021	1-001-5-49-341	YOUTH WORKER ELECTION NIGHT	100.00	
30100	ELECTION WORKER	JASON EDWARDS	323279	94929 AP	11/03/2021	1-001-5-49-341	YOUTH WORKER FOR ELECTION NIGH	100.00	
*** VENDOR 30100 TOTAL								300.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-001-5-05-215	ELEC SVC EMS 9103	384.07	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-001-5-33-392	ELEC SVC 711 MARSHALL	10,547.60	
*** VENDOR 86 TOTAL								10,931.67	
1011	FEDEX	FEDEX	323329	94963 AP	11/05/2021	1-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	236.83	
1011	FEDEX	FEDEX	323329	94963 AP	11/05/2021	1-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	193.85	
*** VENDOR 1011 TOTAL								430.68	
29656	FILE SAFE	FILE SAFE INC	323330	94964 AP	11/05/2021	1-001-5-19-301	FOLDERS, LABELS	279.50	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-001-5-11-253	LEAV01 OCTOBER SERVICE	16.33	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-001-5-14-340	LEAV01 DUTIES REFUNDED	23.00-	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-001-5-41-271	LEAV01 OCTOBER SERVICE	114.31	
*** VENDOR 243 TOTAL								107.64	
386	GRAVES & JILKA	GRAVES & JILKA ,A PROFESSIONAL	323283	94933 AP	11/03/2021	1-001-5-14-230	LEGAL SERVICES	860.00	
19139	HEARTLAND	HEARTLAND TOW INC	323331	94965 AP	11/05/2021	1-001-5-07-213	SHF UNIT 131 TOW	75.00	
15599	INTERNATIO	IAPE	323332	94966 AP	11/05/2021	1-001-5-07-203	2022 IAPE ANNUAL MEMBERSHIP	65.00	
99	JUROR								

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

START DATE: 11/01/2021 END DATE: 11/05/2021

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#						
99	JUROR	(3 JURIES)						*** VENDOR	99 TOTAL		4,714.60
2017	KANSAS BAR	KANSAS BAR ASSOCIATION		323438	95072 AP	11/05/2021	1-001-5-19-203	2022 DUES		170.00	
2017	KANSAS BAR	KANSAS BAR ASSOCIATION		323438	95072 AP	11/05/2021	1-001-5-19-203	2022 DUES		170.00	
2017	KANSAS BAR	KANSAS BAR ASSOCIATION		323438	95072 AP	11/05/2021	1-001-5-19-203	2022 DUES		170.00	
2017	KANSAS BAR	KANSAS BAR ASSOCIATION		323438	95072 AP	11/05/2021	1-001-5-19-203	2022 DUES		170.00	
2017	KANSAS BAR	KANSAS BAR ASSOCIATION		323438	95072 AP	11/05/2021	1-001-5-19-203	2022 DUES		190.00	
								*** VENDOR	2017 TOTAL		870.00
6636	KANSAS GAS	KANSAS GAS SERVICE		323286	94936 AP	11/03/2021	1-001-5-05-215	51242220 2006970 09 GAS SERVIC		28.70	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
6636	KANSAS GAS	KANSAS GAS SERVICE	323286	94936 AP	11/03/2021	1-001-5-05-215	510263944 1556921 09 GAS SERVI	80.84		
							*** VENDOR		6636 TOTAL	109.54
12574	KANSAS JUD	KANSAS JUDICIAL BRANCH	323439	95073 AP	11/05/2021	1-001-5-19-301	OFFICE 265 LICENSES (11)	1,610.40		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323440	95074 AP	11/05/2021	1-001-5-19-301	DIST CT OFFICE SUPPLIES	26.04		
537	LEAV TIMES	LEAVENWORTH TIMES	323441	95075 AP	11/05/2021	1-001-5-31-290	ACCT 264 BID NOTICE COMPACT TR	17.30		
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	323442	95076 AP	11/05/2021	1-001-5-07-208	CUST 11684 SHF ANNUAL SUB TO D	479.40		
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	323442	95076 AP	11/05/2021	1-001-5-07-208	CUST 11684 SHF ANNUAL SUB TO D	479.40		
							*** VENDOR		9021 TOTAL	958.80
1952	LUXURY & IMPORTS	LUXURY & IMPORTS	323443	95077 AP	11/05/2021	1-001-5-07-213	WINDOW TINTING - LVSO	280.00		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	323444	95078 AP	11/05/2021	1-001-5-02-301	OPL303_K CLERK/ELECTION COPIES	5.72		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	323444	95078 AP	11/05/2021	1-001-5-49-301	OPL303_K CLERK/ELECTION COPIES	22.80		
							*** VENDOR		2059 TOTAL	28.52
2666	MISC REIMBURSEMENTS	LUKE FORBACH	323290	94940 AP	11/03/2021	1-001-5-18-202	CCNA CERTIFICATION EXAM REIMBU	300.00		
2666	MISC REIMBURSEMENTS	TERESA WILSON	323445	95079 AP	11/05/2021	1-001-5-31-383	REIM SAFETY BOOTS	114.99		
2666	MISC REIMBURSEMENTS	SOMA SAN	323291	94941 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	13.00		
2666	MISC REIMBURSEMENTS	SOMA SAN	323291	94941 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	14.00		
2666	MISC REIMBURSEMENTS	SOMA SAN	323291	94941 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	69.00		
2666	MISC REIMBURSEMENTS	TIM URBAN	323292	94942 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	13.00		
2666	MISC REIMBURSEMENTS	TIM URBAN	323292	94942 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	14.00		
2666	MISC REIMBURSEMENTS	TIM URBAN	323292	94942 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	69.00		
2666	MISC REIMBURSEMENTS	TYLE WEHR	323293	94943 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	13.00		
2666	MISC REIMBURSEMENTS	TYLE WEHR	323293	94943 AP	11/03/2021	1-001-5-42-285	PER DIEM 2021 KAM CONFERENCE	46.00		
							*** VENDOR		2666 TOTAL	665.99
397	NICHOLSON	RAE NICHOLSON LAW, LLC	323446	95080 AP	11/05/2021	1-001-5-09-231	COUT APPOINTED ATTORNEY VOUCHER	1,112.00		
196	OLSSON	OLSSON, INC	323447	95081 AP	11/05/2021	1-001-5-06-206	PROFESSIONAL SVCS 019-28310	3,779.25		
153	PRUESSNER	MICHELLE JEAN PRUESSNER	323450	95084 AP	11/05/2021	1-001-5-07-219	MONTHLY FEE - NURSE PRACTITION	4,841.67		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-001-5-28-301	5643954 HR SUPPLIES	64.46		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-001-5-28-301	5643954 HR SUPPLIES	6.79		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-001-5-28-301	5643954 HR SUPPLIES	9.29		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-001-5-28-301	5643954 HR SUPPLIES	209.99		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-001-5-28-301	5643954 HR SUPPLIES	95.72		
							*** VENDOR		7098 TOTAL	386.25
223	RIVERSIDE	RIVERSIDE RESOURCES	323294	94944 AP	11/03/2021	1-001-5-25-210	PER 2021 LVCO BUDGET	31,640.00		
29720	SCHWINN EL	SCHWINN ELECTRIC	323453	95087 AP	11/05/2021	1-001-5-32-209	JUSTICE CENTER - INSTALL SUPPL	715.00		
300	SEARIGHT FAMILY	SEARIGHT FAMILY PRACTICE	323454	95088 AP	11/05/2021	1-001-5-07-219	DOCTOR - JAIL INMATES	1,200.00		
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	323296	94946 AP	11/03/2021	1-001-5-31-212	204513 OCTOBER PEST CONTROL	543.00		
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	323296	94946 AP	11/03/2021	1-001-5-32-211	204513 OCTOBER PEST CONTROL	75.00		
							*** VENDOR		915 TOTAL	618.00
6575	STERICYCLE	STERICYCLE, INC	323455	95089 AP	11/05/2021	1-001-5-07-359	2237623 MEDICAL WASTE REMOVAL	183.54		
518	SUNSET	MICHAEL D BRIGHT	323457	95091 AP	11/05/2021	1-001-5-07-356	0660482 AMMUNITION	4,478.40		
4445	T MOBILE	T-MOBILE USA, INC	323298	94948 AP	11/03/2021	1-001-5-05-210	974536189 EMS WIRELESS SERVICE	446.55		
2598	TLO, LLC	TLO, LLC	323458	95092 AP	11/05/2021	1-001-5-07-208	421786 PREPAY SVC TO 12.31.22	2,627.00		
5610	UNION MILL SUPPLY	UNION MILL SUPPLY, LLC	323459	95093 AP	11/05/2021	1-001-5-07-357	PARTS FOR DEMA DISPENSER	80.00		
2	WATER DEPT	WATER DEPT	323300	94950 AP	11/03/2021	1-001-5-05-215	WATER SVC EMS 9101	60.26		
2	WATER DEPT	WATER DEPT	323460	95094 AP	11/05/2021	1-001-5-05-215	WIC/HEALTH/EMS ADMIN WATER	46.75		
2	WATER DEPT	WATER DEPT	323300	94950 AP	11/03/2021	1-001-5-14-220	WATER SVC 300 WALNUT	1,623.01		
2	WATER DEPT	WATER DEPT	323300	94950 AP	11/03/2021	1-001-5-32-392	WATER SVC JC	3,880.48		
2	WATER DEPT	WATER DEPT	323300	94950 AP	11/03/2021	1-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	27.30		
2	WATER DEPT	WATER DEPT	323300	94950 AP	11/03/2021	1-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	300.30		
							*** VENDOR		2 TOTAL	5,938.10
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-11-253	CO ATTY INVESTIGATIVE EXPENSE	32.00		
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-14-331	EMS FUEL TO 10.23	8,014.14		

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-14-332	SHERIFF FUEL TO 10.23	8,017.36	
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-14-334	APPRAISER FUEL TO 10.23	515.44	
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-14-335	PLANNING FUEL TO 10.23	104.61	
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-001-5-14-901	FUEL REBATE TO 10.23	163.47-	
							*** VENDOR	276 TOTAL	16,520.08
100	WITNESS LIST						*** VENDOR	100 TOTAL	1,049.96
							TOTAL FUND 001		117,744.07
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2	WATER DEPT	WATER DEPT	323460	95094 AP	11/05/2021	1-108-5-00-219	WIC/HEALTH/EMS ADMIN WATER	35.05	
2	WATER DEPT	WATER DEPT	323460	95094 AP	11/05/2021	1-108-5-00-606	WIC/HEALTH/EMS ADMIN WATER	11.69	
							*** VENDOR	2 TOTAL	46.74
276	WEX	WEX BANK	323461	95095 AP	11/05/2021	1-108-5-00-304	HELATH DEPT FUEL TO 10.23	47.34	
276	WEX	WEX BANK	323461	95095 AP	11/05/2021	1-108-5-00-612	HELATH DEPT FUEL TO 10.23	40.00	
							*** VENDOR	276 TOTAL	87.34
							TOTAL FUND 108		134.08
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243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-115-5-00-410	LEAV01 OCTOBER SERVICE	48.99	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-115-5-00-415	LEAV01 OCTOBER SERVICE	16.33	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-115-5-00-418	LEAV01 OCTOBER SERVICE	48.99	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-115-5-00-423	LEAV01 OCTOBER SERVICE	65.32	
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-115-5-00-434	LEAV01 OCTOBER SERVICE	195.96	
							*** VENDOR	243 TOTAL	375.59
							TOTAL FUND 115		375.59
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417	MANATRON	AUMENTUM TECHNOLOGIES	323289	94939 AP	11/03/2021	1-117-5-00-203	1705200 KS2013.011-LOA202 ASSI	1,400.00	
							TOTAL FUND 117		1,400.00

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	323328	94962 AP	11/05/2021	1-119-5-00-252	24896 EQ1110 MONTHLY SVC CONTR	96.59		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-119-5-00-301	3309088 REG OF DEEDS OFFICE SU	121.45		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-119-5-00-301	3309088 REG OF DEEDS OFFICE SU	3.99		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-119-5-00-301	3309088 REG OF DEEDS OFFICE SU	100.99		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-119-5-00-301	3309088 REG OF DEEDS OFFICE SU	76.99		
								*** VENDOR	7098 TOTAL	303.42
								TOTAL FUND 119		400.01
2404	USD 409 AT RISK PROG	USD 409 AT RISK PROGRAM	323299	94949 AP	11/03/2021	1-121-5-00-206	P-2101-3 STATE REIMB	2,000.00		
26730	YAC	YOUTH ACHIEVEMENT CENTER	323488	95122 AP	11/05/2021	1-121-5-00-204	STATE REIMB P-2101-7	1,964.00		
								TOTAL FUND 121		3,964.00
23435	GUIDANCE C	THE GUIDANCE CENTER	323284	94934 AP	11/03/2021	1-122-5-00-217	STATE REIMB - PROJECT CHANGE P	11,614.11		
								TOTAL FUND 122		11,614.11
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	323276	94926 AP	11/03/2021	1-126-5-00-225	1220762 WATER/COOLER RENTAL	21.00		
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-126-5-00-221	LEAV01 OCTOBER SERVICE	8.17		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-126-5-00-321	5645204 OFFICE SUPPLIES COMM	258.53		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-126-5-00-321	5645204 OFFICE SUPPLIES COMM	8.50		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-126-5-00-321	5645204 OFFICE SUPPLIES COMM	44.38		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-126-5-00-321	5645204 OFFICE SUPPLIES COMM	44.38-		
								*** VENDOR	7098 TOTAL	267.03
113	SUMNERONE INC	SUMNERONE INC	323456	95090 AP	11/05/2021	1-126-5-00-225	50COL CANON COPIER - COPIES	63.66		
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-126-5-00-221	COMM CORR/JUV COMM CORR FUEL T	39.66		
								TOTAL FUND 126		399.52
27101	CENTRAL PO	CENTRAL POWER SYSTEMS & SERVIC	323275	94925 AP	11/03/2021	1-133-5-00-306	11-3 17159 REPLACE TRANSMISSIO	2,792.69-		
27101	CENTRAL PO	CENTRAL POWER SYSTEMS & SERVIC	323275	94925 AP	11/03/2021	1-133-5-00-360	11-3 17159 REPLACE TRANSMISSIO	6,785.53		
27101	CENTRAL PO	CENTRAL POWER SYSTEMS & SERVIC	323275	94925 AP	11/03/2021	1-133-5-00-360	11-3 17159 REPLACE TRANSMISSIO	2,792.69		
								*** VENDOR	27101 TOTAL	6,785.53
86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-133-5-00-251	11-1 ELEC SVC NORTH END SALT D	26.88		
196	OLSSON	OLSSON, INC	323447	95081 AP	11/05/2021	1-133-5-00-213	11-2 PROJ 019-28310 PROF SVCS	3,182.25		
632	RWD 8	RURAL WATER DIST NO 8	323452	95086 AP	11/05/2021	1-133-5-00-214	1-6 WATER SVC CO SHOP 2 METERS	129.55		
632	RWD 8	RURAL WATER DIST NO 8	323452	95086 AP	11/05/2021	1-133-5-00-214	1-6 WATER SVC CO SHOP 2 METERS	235.66		
								*** VENDOR	632 TOTAL	365.21
1494	STRAIGHT-LINE STRIPI	STRAIGHT-LINE STRIPING INC	323297	94947 AP	11/03/2021	1-133-5-00-313	1-4 YELLOW AND WHITE PAINT APP	24,640.90		
1494	STRAIGHT-LINE STRIPI	STRAIGHT-LINE STRIPING INC	323297	94947 AP	11/03/2021	1-133-5-00-313	1-4 YELLOW AND WHITE PAINT APP	39,899.70		
								*** VENDOR	1494 TOTAL	64,540.60
								TOTAL FUND 133		74,900.47
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	323276	94926 AP	11/03/2021	1-136-5-00-203	1220762 WATER/COOLER RENTAL	10.50		
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	323276	94926 AP	11/03/2021	1-136-5-00-203	1274542 WATER/COOLER RENTAL	21.00		
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	323276	94926 AP	11/03/2021	1-136-5-00-223	1220762 WATER/COOLER RENTAL	10.50		
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	323276	94926 AP	11/03/2021	1-136-5-00-223	1274542 WATER/COOLER RENTAL	21.00		
								*** VENDOR	1220 TOTAL	63.00
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-136-5-00-221	LEAV01 OCTOBER SERVICE	8.16		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-238	5645204 OFFICE SUPPLIES COMM	20.00		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-238	5645204 OFFICE SUPPLIES COMM	9.99		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-301	5645204 OFFICE SUPPLIES COMM	70.55		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-301	5645204 OFFICE SUPPLIES COMM	4.24		
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-321	5645204 OFFICE SUPPLIES COMM	70.55		



TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
7098	QUILL CORP	QUILL CORP	323451	95085 AP	11/05/2021	1-136-5-00-321	5645204 OFFICE SUPPLIES COMM	4.25		
							*** VENDOR		7098 TOTAL	179.58
113	SUMNERONE INC	SUMNERONE INC	323456	95090 AP	11/05/2021	1-136-5-00-203	50COL CANON COPIER - COPIES	31.83		
113	SUMNERONE INC	SUMNERONE INC	323456	95090 AP	11/05/2021	1-136-5-00-223	50COL CANON COPIER - COPIES	31.83		
							*** VENDOR		113 TOTAL	63.66
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-136-5-00-204	COMM CORR/JUV COMM CORR FUEL T	16.37		
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-136-5-00-221	COMM CORR/JUV COMM CORR FUEL T	16.38		
							*** VENDOR		276 TOTAL	32.75
							TOTAL FUND 136			347.15
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113	SUMNERONE INC	SUMNERONE INC	323456	95090 AP	11/05/2021	1-138-5-00-203	50ULC08 COPIES	5.05		
							TOTAL FUND 138			5.05
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2621	BOOKER TERRY	TERRY BOOKER	323274	94924 AP	11/03/2021	1-145-5-00-256	MEALS RESERVED 10/18-10/31	10,232.25		
2621	BOOKER TERRY	TERRY BOOKER	323274	94924 AP	11/03/2021	1-145-5-00-256	MEALS RESERVED 10/18-10/31	10,384.50		
							*** VENDOR		2621 TOTAL	20,616.75
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	323281	94931 AP	11/03/2021	1-145-5-00-246	NOVEMBER UTILITY STIPEND	124.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	323281	94931 AP	11/03/2021	1-145-5-05-202	NOVEMBER UTILITY STIPEND	66.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	323281	94931 AP	11/03/2021	1-145-5-07-202	NOVEMBER UTILITY STIPEND	10.00		
							*** VENDOR		184 TOTAL	200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	323285	94935 AP	11/03/2021	1-145-5-00-246	NOVEMBER UTILITY STIPEND	124.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	323285	94935 AP	11/03/2021	1-145-5-05-202	NOVEMBER UTILITY STIPEND	66.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	323285	94935 AP	11/03/2021	1-145-5-07-202	NOVEMBER UTILITY STIPEND	10.00		
							*** VENDOR		89 TOTAL	200.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323440	95074 AP	11/05/2021	1-145-5-00-303	CO ON AGING - INK CARTRIDGES	138.58		
276	WEX	WEX BANK	323301	94951 AP	11/03/2021	1-145-5-00-304	COA FUEL TO 10.23	4,471.36		
1830	1830 BROADWAY	1830 BROADWAY LLC	323302	94952 AP	11/03/2021	1-145-5-00-215	DECEMBER RENT 1830 S BROADWAY	5,280.62		
							TOTAL FUND 145			30,907.31
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243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-153-5-00-401	LEAV01 OCTOBER SERVICE	228.62		
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-153-5-00-401	LEAV01 OCTOBER SERVICE	397.19		
243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-153-5-00-401	LEAV01 DUTIES REFUNDED	30.00		
							*** VENDOR		243 TOTAL	595.81
							TOTAL FUND 153			595.81
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243	GEOTAB	GEOTAB USA INC	323282	94932 AP	11/03/2021	1-155-5-00-401	LEAV01 OCTOBER SERVICE	81.65		
							TOTAL FUND 155			81.65
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86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	150.71		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	23.87		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323280	94930 AP	11/03/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	115.46		
							*** VENDOR		86 TOTAL	290.04
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	323449	95083 AP	11/05/2021	1-160-5-00-213	VEH MAINT (CASE 628/04)	1,463.30		
6917	RWD 1	RURAL WATER DIST #1	323295	94945 AP	11/03/2021	1-160-5-00-210	WATER SVC TRANSFER STATION	28.71		
							TOTAL FUND 160			1,782.05
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188	KING'S CONSTRUCTION	KING'S CONSTRUCTION CO INC	323489	1597 AP	11/04/2021	1-171-5-03-302	11-2 PROJ 2020.045 EISENHOWER	592,804.96		
196	OLSSON	OLSSON, INC	323490	1598 AP	11/04/2021	1-171-5-05-201	11-14 019-28310 PROF SVCS TO 1	2,761.50		
							TOTAL FUND 171			595,566.46
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466	PARITRAVE	PARITRAVE INNOVATIONS INC	323448	95082 AP	11/05/2021	1-195-5-00-4	JDC CONVERSION PROJECT (OCTOBE	32,026.50		
							TOTAL FUND 195			32,026.50

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#						
17551	DIGGER JIM	DIGGER JIM'S	323327	94961 AP	11/05/2021	1-210-5-00-2	VACUUM TRUCK, FLUSHED PIPE HIGH	350.00	
								TOTAL FUND 210	350.00
8466	KDHE PERMITS	KDHE BUREAU OF WATER	323287	94937 AP	11/03/2021	1-212-5-00-2	WASTEWATER PERMIT KS0087157	185.00	
								TOTAL FUND 212	185.00
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	323288	94938 AP	11/03/2021	1-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	158.42	
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	323288	94938 AP	11/03/2021	1-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	176.00	
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	323288	94938 AP	11/03/2021	1-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	175.66	
								*** VENDOR 12074 TOTAL	510.08
								TOTAL FUND 406	510.08
2570	BOND ESCROW REFUND	CHARLES & ROSEMARY SMITH	323273	94923 AP	11/03/2021	1-503-5-00-2	11-1 REF ENTRANCE PERMIT KREID	100.00	
								TOTAL FUND 503	100.00
								TOTAL ALL CHECKS	873,388.91

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	117,744.07
108	COUNTY HEALTH	134.08
115	EQUIPMENT RESERVE	375.59
117	CO CLERK TECHNOLOGY	1,400.00
119	ROD TECHNOLOGY	400.01
121	JUVENILE JUSTICE AUTHORITY	3,964.00
122	JUVENILE REINVESTMENT GRANT	11,614.11
126	COMM CORR ADULT	399.52
133	ROAD & BRIDGE	74,900.47
136	COMM CORR JUVENILE	347.15
138	JUV INTAKE & ASSESSMENT	5.05
145	COUNCIL ON AGING	30,907.31
153	PUBLIC WORKS,EQUIP.RESERVE FUND	595.81
155	LSR CAPITAL EQUIP RESERVE	81.65
160	SOLID WASTE MANAGEMENT	1,782.05
171	S TAX CAP RD PROJ: 2015 SERIES	595,566.46
195	JUVENILE DETENTION	32,026.50
210	SEWER DISTRICT 1: HIGH CREST	350.00
212	SEWER DISTRICT 2: TIMBERLAKES	185.00
406	ATTORNEY TRAINING	510.08
503	ROAD & BRIDGE BOND ESCROW	100.00
	TOTAL ALL FUNDS	873,388.91

**Consent Agenda 11/10/2021**  
**Checks dated 11/1-11/5**

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**Leavenworth County  
Request for Board Action  
Case No. DEV-21-108 & 109  
Preliminary & Final Plat Ward's Ridge**

**Date:** November 10, 2021  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

**Department Head Review:** Amy Allison, Reviewed

**Additional Reviews as needed:**

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

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**Action Requested:** The applicants are requesting a Preliminary and Final Plat for a two-lot subdivision. Proposed Lot 1 is approximately 22.2 acres and Lot 2 is approximately 17.93 acres.

**Analysis:** The applicants are requesting approval of a two-lot subdivision for a parcel of land located at west of the intersection of 222<sup>nd</sup> Street and Hatchell Road. The property is located within the Urban Growth Area of the City of Tonganoxie. An exception was approved by the Planning Commission and accepted by the Tonganoxie Planning Commission to waive the sewer connection requirement. In addition, an exception from the lot-depth to lot-width ratios for both Lot 1 and 2 was approved. With the exceptions, the proposed plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

**Recommendation:** The Planning Commission voted 6-0 (1 absence, 2 vacancies) to recommend approval of Case No.DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00

**Additional Attachments:** Staff Report, Plat, Planning Commission Minutes



**\*\*\*Consent Agenda\*\*\***  
**Case No. DEV-21-108-109**  
**Ward's Ridge**  
**Preliminary and Final Plat**

**Staff Report – Board of County Commissioners**

**November 10, 2021**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Ward Investments Co. LLC  
210 Summit Loop  
Winberly, TX 78767

**Agent:** Joe Herring  
Herring Surveying Company  
315 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048

**Legal Description:** A tract of land in the northeast quarter of fractional Section 5, Township 11 South, Range 21 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 39.7 acres

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

**Comprehensive Plan:** This parcel is within the Rural Residential 2.5 land use category.

**Parcel ID No.:** 193-05-0-00-00-001.21

**Planner:** Krystal A. Voth

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**REPORT:**

**Recommendation**

The Planning Commission voted 6-0 (1 absence, 2 vacancies) to recommend approval of Case No. DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge subject to the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
  - a. Lauren Anderson – Public Works, July 6, 2021
  - b. Mike Bogina – County Survey Reviewer, July 7, 2021
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. Prior to recording of the Plat the Tonganoxie City Planning Commission shall accept the waiver for the use of private septic systems on the two lots.
6. At time of development, fire hydrants shall be required if necessary infrastructure is available.
7. An exception shall be granted for the lot-depth to lot-width ratio for Lot 1 and Lot 2.
8. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

### **Request**

The applicant is requesting a Preliminary and Final Plat for a two-lot subdivision.

### **Adjacent Land Use**

The properties in the surrounding area are residential in nature. The parcels located within the unincorporated areas of Leavenworth County are primarily large lots exceeding five acres. Directly to the east is the City of Tonganoxie and the Timber Hill Farms Subdivision with lots approximately one-acre in size.

### **Flood Plain**

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

### **Utilities/Services**

Sewer: Private septic system

Fire: Tonganoxie FD

Water: RWD 9

Electric: FreeState

### **Access/Streets**

The property is accessed by Hatchell Road, a County Collector Road, approximately 40' wide.

### **Agency Comments**

See attached comments – Email – Lauren Anderson – Public Works, July 6, 2021

See attached comments – Email – Mike Bogina – County Survey Reviewer, July 7, 2021

See attached comments – Email – Mike Smith – Township Fire Department, July 6, 2021

See attached comments – Email – Rural Water District 9, June 29, 2021

See attached comments – Email – Amanda Tarwater – Electric utility, June 30, 2021

### **Findings**

1. The proposed subdivision meets the minimum lot size and lot frontage requirements.
2. The proposed lots exceed the width-to-depth ratio of 4:1. The Planning Commission may, at its discretion, grant an exception to the width-to-depth ratio requirement.
3. The property is located within 660' of the City of Tonganoxie. However, the City has agreed to a division of this parcel into no more than two parcels without requiring annexation or connection into sewer. And further division of the property will require connection to sanitary sewer.
4. At the time of development fire hydrants shall be required if infrastructure is available.
5. The proposed subdivision is in accordance with the comprehensive plan in that the lots exceed the minimum lot size requirement.

### **Subdivision Classification**

This is classified as a Class "A" Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class "A" Subdivision is any subdivision in which all the lots lie within the Initial Urban Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers as the City of Tonganoxie has not required the developer to connect to sanitary sewer for the proposed two-lot subdivision. (See condition 4.)

### **Staff Comments**

The proposed two-lot subdivision is located west of the intersection of 222<sup>nd</sup> Street and Hatchell Road in Tonganoxie. The subdivision is located adjacent to the City of Tonganoxie; however, the City has not required the developer to connect to City sewer for a two-lot subdivision. Proposed Lot 1 is more than 22 acres in size. Lot 2 is nearly 18 acres in size. The proposed lots meet the minimum road frontage requirement and exceed the minimum lot size requirement. The lots exceed the width-to-depth ratio. Given the lots are large and the terrain is not conducive to development due to steep inclines, Staff is overly supportive of the proposed layout. However, the proposed subdivision is in conflict with Article 55.10.1.a requiring improvements meet City Standards and therefore Staff is not making a recommendation for approval or denial. In the event the County Planning Commission recommends approval of the subdivision the City Planning Commission will also be required to approve the exception prior to the recording of the plat.

---

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge, to the Board of County Commission, with or without conditions; or
  2. Recommend denial of Case No. DEV-21-108/109, Preliminary and Final Plat for Ward's Ridge, to the Board of County Commission for the following reasons; or
  3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-108-109, Preliminary and Final Plat for Ward's Ridge, with Findings of Fact; or
1. Remand the case back to the Planning Commission.

---

**ATTACHMENTS:**

Aerial Map  
Memorandums  
Tonganoxie Planning Commission Sewer Waiver  
Preliminary and Final Plat



## Voth, Krystal

---

**From:** Mitch Pleak <mpleak@olsson.com>  
**Sent:** Tuesday, July 6, 2021 10:38 AM  
**To:** Sloop, Stephanie; Gentzler, Joshua; Voth, Krystal  
**Cc:** Noll, Bill; Anderson, Lauren; 019-2831  
**Subject:** RE: DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge  
**Attachments:** Attachments.html

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

Stephanie and Krystal,  
The application has been reviewed by Lauren and I.

In the link below includes comments to the PP and FP.

**Drainage Report Comments:**

1. In the existing conditions narrative include a statement of an existing pond.
2. In the existing conditions narrative include a statement about the remaining site as pasture.
3. A portion of lot 2 has an existing driveway. Said driveway appears to be in both drainage area's #1 and #2. Revise report and calculations to include said existing driveway.
4. A portion of the proposed driveway in lot 2 will be in drainage area #2. Revise report and calculations to include said proposed driveway.
5. Add to the developed conditions narrative to include the existing pond to remain in the developed condition.

Citrix Attachments Expires January 2, 2022

WARDS RIDGE FINAL.pdf	2 MB
Wards Ridge PRELIM.pdf	2 MB

[Download Attachments](#)

Mitchell Pleak uses Citrix Files to share documents securely.

Sincerely,

**Mitch Pleak, PE**  
Project Engineer / Civil

D 913.748.2503

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



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[View Legal Disclaimer](#)

---

**From:** Sloop, Stephanie <SSloop@leavenworthcounty.gov>  
**Sent:** Tuesday, June 29, 2021 12:58 PM  
**To:** Noll, Bill <BNoll@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>  
**Cc:** Voth, Krystal <KVoth@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>  
**Subject:** DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Ward's Ridge.

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

If you have any questions or need additional information, please contact our office.

Thank you,

Stephanie Sloop

Public Relations and Planning Coordinator  
Planning and Zoning  
Leavenworth County Courthouse  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
(913) 364-5750 ph



## Sloop, Stephanie

---

**From:** Timothy Smith <chief1860@ttrfd.com>  
**Sent:** Tuesday, July 6, 2021 8:44 AM  
**To:** Sloop, Stephanie  
**Subject:** Re: Fw: DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

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

Stephanie,

The Tonganoxie Township Fire Department does not have any issues with this proposed plat for Ward's Ridge.

On Tue, Jun 29, 2021 at 2:25 PM [tonganoxietownshiprfd@yahoo.com](mailto:tonganoxietownshiprfd@yahoo.com) <[tonganoxietownshiprfd@yahoo.com](mailto:tonganoxietownshiprfd@yahoo.com)> wrote:

**Tim Smith**

Chief

*Tonganoxie Township Rural Fire Department*

*18993 Mclouth RD*

*Tonganoxie, KS 66086*

*Station: 913-845-3801*

*Fax: 913-845-3801*

*Chief's cell: 816-392-2468*

*Failure to Prepare is Preparing to Fail*

----- Forwarded Message -----

**From:** Sloop, Stephanie <[ssloop@leavenworthcounty.gov](mailto:ssloop@leavenworthcounty.gov)>

**To:** Magaha, Chuck <[cmagaha@leavenworthcounty.gov](mailto:cmagaha@leavenworthcounty.gov)>; Miller, Jamie <[jmiller@leavenworthcounty.gov](mailto:jmiller@leavenworthcounty.gov)>; Patzwald, Joshua <[jpatzwald@leavenworthcounty.gov](mailto:jpatzwald@leavenworthcounty.gov)>; Van Parys, David <[dvanparys@leavenworthcounty.gov](mailto:dvanparys@leavenworthcounty.gov)>; ['tonganoxietownshiprd@yahoo.com'](mailto:tonganoxietownshiprd@yahoo.com) <[tonganoxietownshiprd@yahoo.com](mailto:tonganoxietownshiprd@yahoo.com)>; ['lvrwd9@gmail.com'](mailto:lvrwd9@gmail.com) <[lvrwd9@gmail.com](mailto:lvrwd9@gmail.com)>; ['amanda.holloway@freestate.coop'](mailto:amanda.holloway@freestate.coop) <[amanda.holloway@freestate.coop](mailto:amanda.holloway@freestate.coop)>  
**Cc:** Gentzler, Joshua <[jgentzler@leavenworthcounty.gov](mailto:jgentzler@leavenworthcounty.gov)>; Voth, Krystal <[kvoth@leavenworthcounty.gov](mailto:kvoth@leavenworthcounty.gov)>  
**Sent:** Tuesday, June 29, 2021, 12:55:14 PM CDT  
**Subject:** DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Ward's Ridge.

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

If you have any questions or need additional information, please contact our office.

Thank you,

Stephanie Sloop

Public Relations and Planning Coordinator

Planning and Zoning

Leavenworth County Courthouse

300 Walnut St. Ste. 212

Leavenworth. KS 66048

(913) 364-5750 ph



--  
Tim Smith, Chief

## Sloop, Stephanie

---

**From:** Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>  
**Sent:** Tuesday, June 29, 2021 2:11 PM  
**To:** Sloop, Stephanie  
**Subject:** Re: DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

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

RWD9 would be able to supply water to the property listed in the attachment. One meter could be installed to the West of 22572 Hatchell and another to the East of 22450 Hatchell. Both meters will be off of Hatchell Rd.  
Thank you and if you have any questions please let me know.

On Tue, Jun 29, 2021 at 12:55 PM Sloop, Stephanie <[SSloop@leavenworthcounty.gov](mailto:SSloop@leavenworthcounty.gov)> wrote:

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Ward's Ridge.

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

If you have any questions or need additional information, please contact our office.

Thank you,

Stephanie Sloop

Public Relations and Planning Coordinator

Planning and Zoning

Leavenworth County Courthouse

300 Walnut St. Ste. 212

Leavenworth. KS 66048

(913) 364-5750 ph

## Sloop, Stephanie

---

**From:** Amanda Tarwater <amanda.holloway@freestate.coop>  
**Sent:** Wednesday, June 30, 2021 8:18 AM  
**To:** Sloop, Stephanie  
**Subject:** Re: DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

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

FreeState Electric has no objection to this application.

**Amanda Tarwater**  
Member Accounts Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

---

**From:** "Sloop, Stephanie" <SSloop@leavenworthcounty.gov>  
**Date:** Tuesday, June 29, 2021 at 12:55 PM  
**To:** "Magaha, Chuck" <CMagaha@leavenworthcounty.gov>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, "Patzwald, Joshua" <jpatzwald@leavenworthcounty.gov>, "Van Parys, David" <DVanParys@leavenworthcounty.gov>, "tonganoxietownshiprfd@yahoo.com" <tonganoxietownshiprfd@yahoo.com>, "lvrwd9@gmail.com" <lvrwd9@gmail.com>, Amanda Tarwater <amanda.holloway@freestate.coop>  
**Cc:** "Gentzler, Joshua" <JGentzler@leavenworthcounty.gov>, "Voth, Krystal" <KVoth@leavenworthcounty.gov>  
**Subject:** DEV-21-108 & 109 Preliminary and Final Plat Ward's Ridge

---

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

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Ward's Ridge.

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

If you have any questions or need additional information, please contact our office.

Thank you,

Stephanie Sloop



October 26, 2021

Amy Allison  
Deputy Director  
Leavenworth County Planning & Zoning  
300 Walnut Street, Suite 212  
Leavenworth, KS 66048

**Re: Ward's Ridge**

Dear Ms. Allison:

Regarding the Leavenworth County Planning staff's request for the City of Tonganoxie Planning Commission to provide communication indicating that the City is not interested in extending water and sanitary sewer utility services to the above referenced property and as depicted in the attachment; the City Planning Commission considered this item on October 7, 2021, and as such please accept this letter as confirmation.

The proposed lot split is outside of the City's water service coverage area, and the City's current water and sewer regulations prohibit the extension of one service without the other utility.

As City staff has discussed with you, there is development interest in the parcels immediately to the East, which are within City limits, and for those properties the conditions would be considered differently.

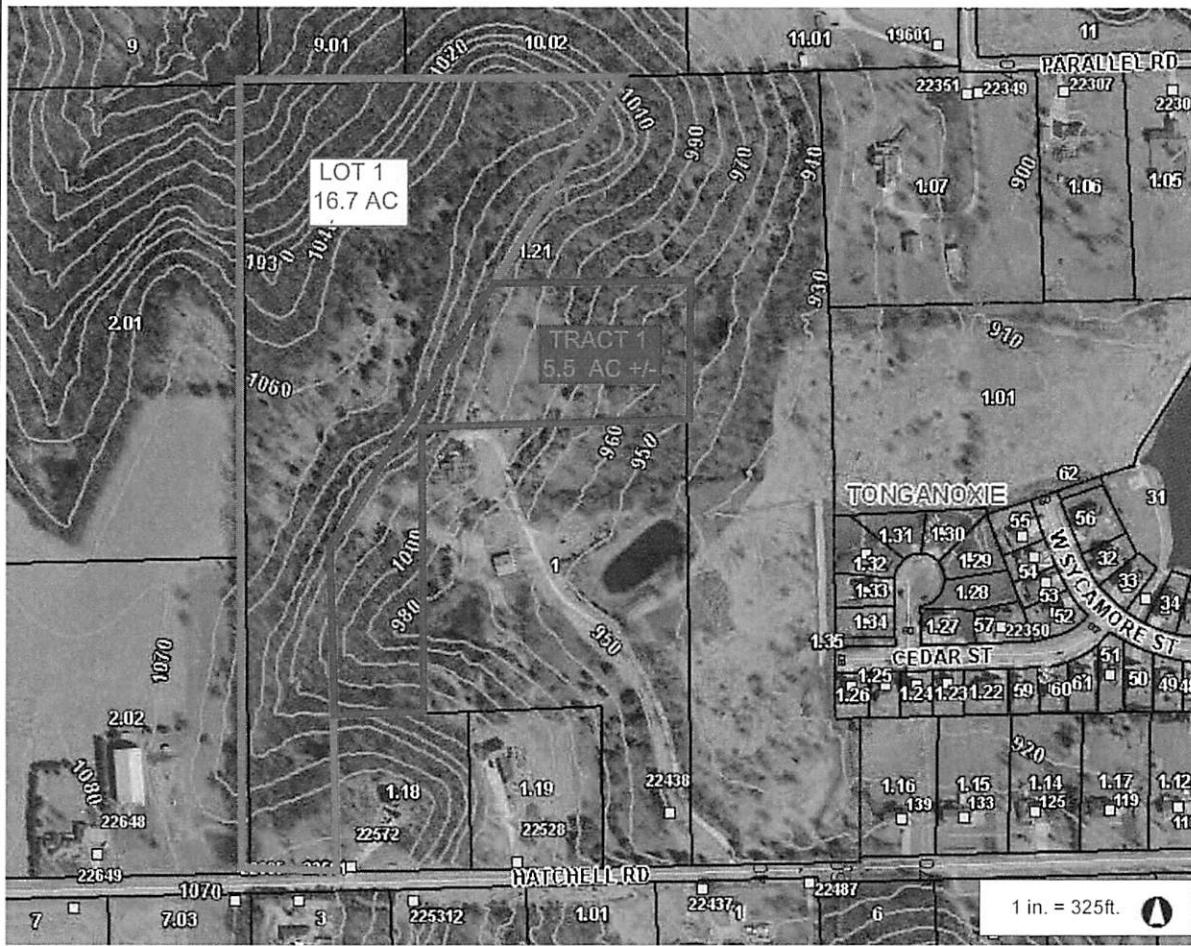
Respectfully,

Monica Gee  
Chairperson, City of Tonganoxie Planning Commission

cc: George Brajkovic, City Manager

Attachment

# Leavenworth County, KS



- Legend**
- Address Point
  - Parcel Number
  - ▭ Parcel
  - ⋯ City Limit Line
  - ⊃ Major Road
  - <all other values>
  - ≡ 70
  - Road
  - Contour
  - Section
  - ▭ County Boundary

Notes

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



# WARD'S RIDGE

A Minor Subdivision in the Northeast Fractional Quarter of Section 5,  
11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## PRELIMINARY PLAT

PREPARED FOR:  
Ward Investments Co. LLC  
210 Summit Loop  
Winberry, Texas 78767-5741  
PID NO. 193-05-0-00-001.21

### SURVEYOR'S DESCRIPTION:

TRACT 1  
A tract of land in the Northeast Fractional Quarter of Section 5, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated June 21, 2021, more fully described as follows: Beginning at the Southwest corner of said Northeast Fractional Quarter; thence North 01 degrees 53'48" West for a distance of 1807.64 feet along the West line of said Northeast Fractional Quarter to the Northwest corner of said Northeast Fractional Quarter; thence North 88 degrees 11'58" East for a distance of 1341.72 feet along the North line of said Northeast Fractional Quarter; thence South 01 degrees 54'20" East for a distance of 1467.00 feet along the West line of WIND STONE SUBDIVISION, TIMBER HILLS FARM SUBDIVISION No. 4 PHASE A & B; thence North 88 degrees 35'58" East for a distance of 55.33 feet along the South line of said TIMBER HILLS FARM SUBDIVISION No. 4 PHASE A; thence South 01 degrees 52'11" East for a distance of 349.96 feet along the West line of VALLEY VIEW SUBDIVISION to the South line of said Northeast Fractional Quarter; thence South 88 degrees 35'58" West for a distance of 395.86 feet; thence North 01 degrees 23'48" West for a distance of 1263.28 feet; thence South 88 degrees 35'58" West for a distance of 625.00 feet; thence South 01 degrees 24'00" East for a distance of 660.00 feet; thence South 88 degrees 35'58" West for a distance of 175.00 feet; thence South 01 degrees 24'02" East for a distance of 363.03 feet to the South line of said Northeast Fractional Quarter; thence South 88 degrees 35'58" West for a distance of 201.37 feet along said South line to the point of beginning, together with and subject to covenants, easement and restriction of record.  
Said property contain 40.13 acres, more or less, including road right of way.  
Error of Closure - 1 : 516618

Said property contain 40.13 acres, more or less, including road right of way.  
Error of Closure - 1 : 516618

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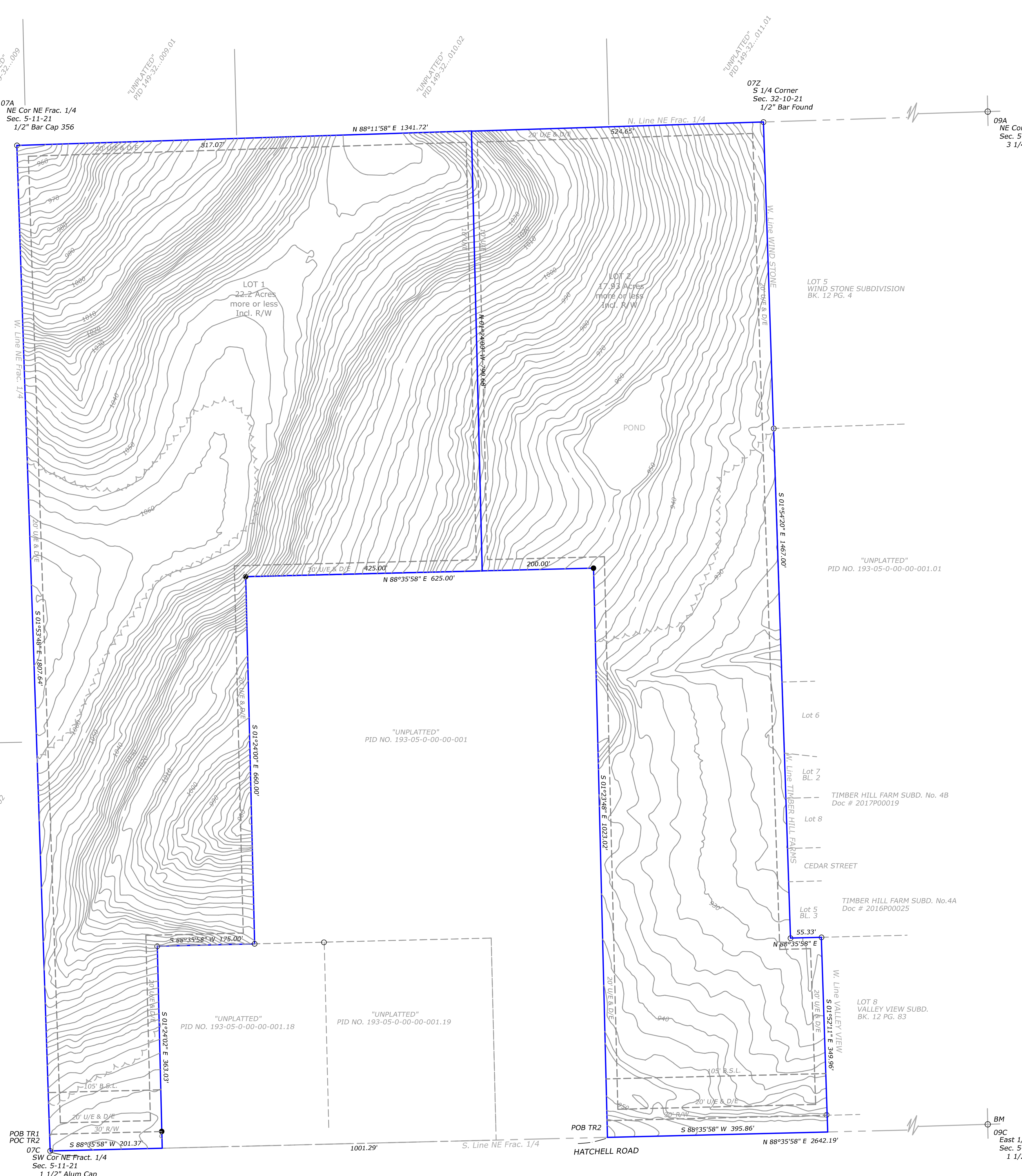
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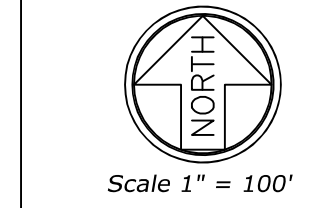
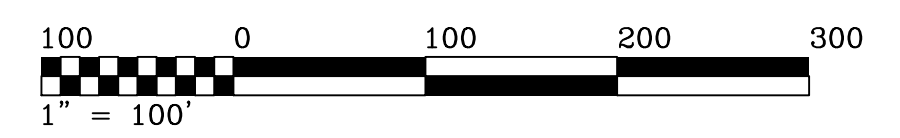
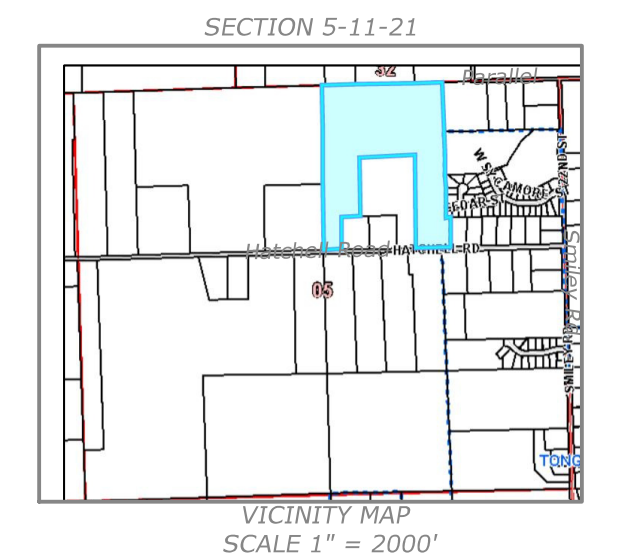


- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures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

**ZONING:**  
RR- 2.5, Rural Residential, 2.5-Acre minimum size parcels - Current and proposed

- NOTES:**
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Error of Closure Calculations
  - 5) Basis of Bearing - KS State Plane NAD 83, North Zone 1501
  - 6) North Line of the Southwest Quarter - N 88°10'40" E
  - 7) Monument Origin Unknown, unless otherwise noted.
  - 8) Proposed Lots for Residential Use.
  - 9) Road Record - See Survey
  - 10) Benchmark - NAVD83
  - 11) Project Benchmark (BM) - East 1/4 Corner - 893.4'
  - 12) Easements, if any, are created hereon or listed in referenced title commitment.
  - 13) Reference Recorded Deed Book 933 Page 1731
  - 14) Utility Companies -  
- Water - RWD 9  
- Electric - Freestate  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas
  - 15) Reference Continental Title Insurance Company Case Number 21403176 updated February 11, 2021
  - 16) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0225G dated July 16, 2015
  - 17) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')
  - 18) Distances to and of structures, if any, are +- 1'.
  - 19) Easements as per referenced Title Commitment are shown hereon  
- Oil and Gas Lease Bk 367 Pg 736, Bk 375 Pg 404, blanket in nature, not shown.  
- Terms and provisions of Agreement recorded in Book 775 Page 406, not shown hereon.  
- Terms and provisions of the Gas Storage Lease recorded in Book 375 at Page 404 not shown hereon.
  - 20) Fence Lines do not necessarily denote the boundary line for the property.
  - 21) Reference Surveys:  
Recorded Plat of WIND STONE SUBDIVISION (DGW) - D.G.White Survey  
Recorded Plat of TIMBER HILLS FARM SUBDIVISION No. 4 Phase A & B  
Recorded Plat of VALLEY VIEW SUBDIVISION

- LEGEND:**
- - Stone Found in place as noted
  - - 1/2" Rebar Set with Cap No.1296
  - - 1/2" Rebar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - POB - Point of Beginning
  - POC - Point of Commencing
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement dedicated this plat
  - BM - Benchmark
  - - Power Pole
  - X - Fence Line
  - OHP - Overhead Power Lines
  - T - Underground Telephone/Fiber Optic Line
  - ◇ - Gas Valve
  - ▲ - Water Meter/Valve
  - ⊞ - Telephone Pedestal
  - W - 6" Water Line - location as per district



Scale 1" = 100'

Job # K-21-1427  
March 22, 2021 Rev. 9-8-21

315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@jeanash.com

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

Joseph A. Herring  
PS # 1296





**COUNTY OF LEAVENWORTH**  
**BOARD OF COUNTY COMMISSIONERS**  
300 Walnut, Suite 225  
Leavenworth, Kansas 66048-2815  
(913) 684-0417  
Facsimile (913) 684-0410  
email: [bocc@leavenworthcounty.org](mailto:bocc@leavenworthcounty.org)

---

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November 10, 2021

KDOT Grant Administrators  
Kansas Department of Transportation  
Dwight D. Eisenhower State Office Building  
700 SW Harrison St.  
Topeka, KS 66603

RE: General Public Transportation Section 5310 Funds for Operating Grant fiscal year  
July 2022-June 2023

This letter is written in support of The Guidance Center's application for a 5310 KDOT grant for operating funds. This will greatly enhance the Center's ability to provide much needed service to the community.

It is our hope that the 5310 grant funds will be awarded at the highest possible level and appreciate the opportunity for The Guidance Center to apply.

Sincerely,

\_\_\_\_\_  
Michael Smith, 4<sup>th</sup> District, Chairperson

\_\_\_\_\_  
Doug Smith, 3<sup>rd</sup> District

\_\_\_\_\_  
Vicky Kaaz, 2<sup>nd</sup> District

\_\_\_\_\_  
Mike Stieben, 5<sup>th</sup> District

\_\_\_\_\_  
Jeff Culbertson, 1<sup>st</sup> District

CHIEF JUDGE  
DAVID J. KING

# FIRST JUDICIAL DISTRICT

COURT ADMINISTRATOR  
STEVEN CROSSLAND



DISTRICT JUDGES  
MARTIN ASHER  
JOHN J. BRYANT  
GERALD R. KUCKELMAN  
JOAN LOWDON  
DAN K. WILEY

LEAVENWORTH  
JUSTICE CENTER


LEAVENWORTH  
DISTRICT COURT

CLERK OF THE  
DISTRICT COURT  
JULIE CLEMENS

601 SOUTH THIRD STREET • SUITE 3051  
LEAVENWORTH • KANSAS 66048-2868  
(913) 684-0700 • FAX (913) 684-0492

## MEMORANDUM

TO: Mike Smith, Chairman  
Board of Leavenworth County Commissioners

FROM: Hon. David King  
Chief Judge, First Judicial District 

DATE: June 23, 2021

RE: Juror Fees

In 2006 the legislature allowed county commissions to pay jurors up to \$50.00 per day for their service. K.S.A. 43-171. Prior to then compensation for jury service was limited to \$10.00 per day.

Beginning with the 2019 district court budget, the Leavenworth BOCC approved the following increase in juror compensation:

- Jurors reporting for jury duty are paid \$25.00 for the first day of trial, regardless of whether they are selected to serve on the jury or not.
- Jurors selected to serve on a jury receive \$50.00 per day for each day of trial after the first day.

We respectfully request that the BOCC authorize an increase of compensation for jurors selected to serve on a jury to \$ 50.00 per day, including the first day of trial. Jurors reporting for jury service, but not selected for the jury will continue to receive \$25.00 for their service.

This would increase the jury cost by \$300.00 for the first day of any trial. However, jurors selected to serve on a jury will spend the full day in jury service as opposed to those who appear for jury service and are not selected, who will spend only a portion of the day.

The court is mindful that approval of this request will increase juror cost to the county. However, we request this increase in recognition of the financial and other sacrifices Leavenworth County citizens make to perform this essential service to their community.

For budget year 2022, we have requested \$75,000 for juror compensation. We cannot predict the number of jury trials, or the length of trials. However, we make every reasonable effort to avoid unnecessary expenditure of funds in our budget. If it becomes apparent that jury expenses will exceed the budgeted amount, the court will notify the BOCC immediately.

Thank you for your consideration of this request.



## SERVICE AGREEMENT

**LEAVENWORTH COUNTY, KS** (“the County”) agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), for government relations services commencing on December 1, 2021, and terminating on February 28, 2022 (the “Initial Term”).

**Fee.** During the Initial Term of this Agreement, the County agrees to pay MM a total professional fee of \$7,500 per month, billed monthly in advance. Payment shall be made to MM on or before the first (1st) of each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

**Renewal.** At the end of the Initial Term, the County reserves the right to renew this Agreement commencing on March 1, 2022 and terminating on February 28, 2023 (the “Renewal Term”). During the Renewal Term, either Party may terminate this agreement with 60-days written notice. The Renewal Term shall incorporate all terms and conditions of the original Agreement.

**Deliverables.** MM agrees to provide the following deliverables during the Term of this Agreement:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential federal funding requests for the County.
2. Prepare a comprehensive Federal Grants Strategy featuring a detailed Federal Grants Grid and a specific Action Plan so the County’s leadership can review and assess federal funding opportunities firsthand and evaluate MM’s strategies to secure that funding.
3. Arrange substantive Congressional and Executive Branch meetings with staff and federal program officers who have jurisdiction over the funding MM targets for the County, based on forecasted federal grants and the timing of the County’s federal grant submissions.
4. Support the County in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, and administrative requirements.
5. Build, strengthen, and help leverage relationships with the County’s Congressional delegation, the Administration, and other key decision-makers to support the County’s position on federal legislation, including appropriations.

**Scope of Work.** In its capacity as a consultant, MM shall make its best effort to assist the County in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the County with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the County’s federal funding objectives; assist in the preparation of grant applications and supporting materials

for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the County's funding initiatives. The County agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

**Indemnification.** The County agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys' fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the County's direction or based upon information provided by the County, except in the event of wrongful acts or omissions on MM's part.

**Assignment.** No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

\* \* \*

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

\_\_\_\_\_  
Brent W. Merchant  
Principal and Co-Founder  
Merchant McIntyre & Associates, LLC

\_\_\_\_\_  
Mark Loughry  
County Administrator  
Leavenworth County, KS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

###

**Leavenworth County  
Request for Board Action  
Resolution 2021-51  
Rezoning from RR-5 to RR-2.5**

**Date: November 10, 2021**  
**To: Board of County Commissioners**  
**From: Planning & Zoning Staff**

**Department Head Review: Amy Allison, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve Resolution 2021-51, a request to rezone a tract of land located in the Fractional Southeast Quarter of Section 6, Township 10 South, Range 21 East of the 6<sup>th</sup> P.M., in Leavenworth County, Kansas, from RR-5 to RR-2.5.

**Analysis:** The applicant is asking to rezone a Quarter in the northwest corner of Dempsey Road and 227th Street. The property is currently zoned as RR-5. The applicant is requesting approval of a rezoning from RR-5 to RR-2.5.

The parcel is within an area marked as both Residential and Residential Estate on the Future Land Use map (See Figure 1 in the staff report). The applicant's request matches the Future Land Use map along Dempsey Road and the rezoning farther north along 227th Street would continue the RR-2.5 zoning northward. Staff is supportive of the request.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-118 (Resolution 2021-21), Rezoning from RR-5 to RR-2.5.

**Board of County Commissioners:** The Board of County Commissioners considered this item on October 6, 2021 where a vote to approve the Planning Commission's recommendation failed 3-2. During the November 3, 2021, the Board of County Commissioners received additional information about the application and voted to bring the case back for re-consideration.

**Protest Petition:** A protest petition was filed with the County Clerk's office on September 22<sup>nd</sup>, 2021. The petition is valid. According to KSA-12-757(f), the resolution shall not be passed except by at least a  $\frac{3}{4}$  vote of all of the members of the governing body. Therefore, in order to approve the resolution a minimum of four (4) affirmative votes is required.

**Alternatives:**

1. Approve Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
2. Deny Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

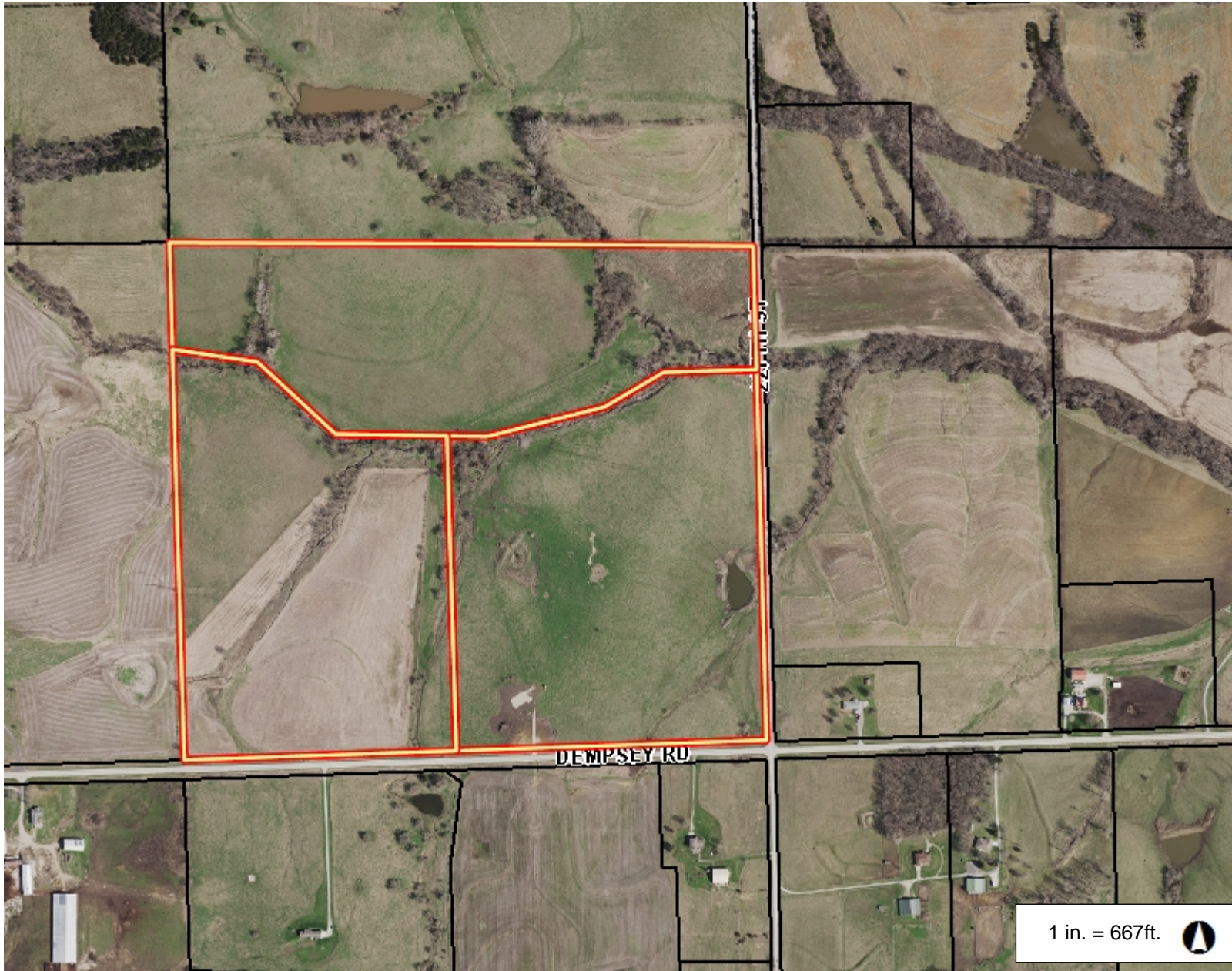


Non-Budgeted item with additional funds requested

**Total Amount Requested:** \$0.00

**Additional Attachments:** Staff Report, Plat, Planning Commission Minutes

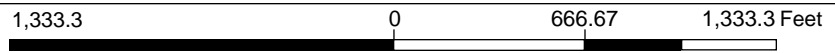
# DEV-21-118 Wiehe Rezoning



## Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
- Railroad

1 in. = 667ft.



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

## Notes

**Resolution 2021-51  
Case No. DEV-21-118  
Rezoning from RR-5 to RR-2.5**

**Staff Report – Board of County Commissioners**

**November 10, 2021**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Cale and Jessica Wiehe  
22852 Dempsey Road  
Leavenworth, KS 66048

**Agent:** Herring Surveying Company  
315 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048

**Legal Description:** Tracts of land in the Fractional Southeast Quarter of Section 6, Township 10 South, Range 21 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Location:** 22852 Dempsey Road

**Parcel Size:** ± 138 acres

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

**Comprehensive Plan:** These parcels are within both the Residential and Residential Estate land use categories.

**Parcel ID No.:** 143-06-0-00-00-007.00, 143-06-0-00-00-007.01, & 143-06-0-00-00-007.02

**Planner:** Joshua Gentzler

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**REPORT:**

**Board of County Commissioners**

The Board of County Commissioners considered this item on October 10, 2021 where a vote to approve the Planning Commission’s recommendation failed 3-2. During the November 3, 2021, the Board of County Commissioners received additional information about the application and voted to bring the case back for re-consideration.

**Planning Commission Recommendation**

The Planning Commission voted 9-0 to recommend approval of Resolution 2021-43 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5.

**Request**

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

**Adjacent Land Use**

The surrounding properties are residences and farms on varying sized parcels ranging from 5 acres to 162 acres in size.

**Flood Plain**

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

**Utilities/Services**

Sewer: Private septic system  
Fire: Alexandria  
Water: RWD 9  
Electric: Freestate

### **Access/Streets**

The property is accessed by Dempsey Road and 227<sup>th</sup> Street. Dempsey Road is a County Arterial with a paved surface ± 28' wide. 227<sup>th</sup> Street is a local County road with a gravel surface, ± 22' wide

### **Agency Comments**

See attached comments – Memo – Kyle Anderson – Planning and Zoning, July 29, 2021

See attached comments – Memo – Rural Water District 9, July 27, 2021

See attached comments – Email – Amanda Tarwater – FreeState Electric, August 2, 2021

### **Factors to be considered**

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

1. Character of the neighborhood: The character of the neighborhood is rural; primarily agricultural uses with some rural residences.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural use.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area that is suitable for rural residences.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area is not likely to be detrimentally affected by the rezoning.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed rezoning will not affect public health, safety, and welfare. The rezoning could provide additional homes and opportunity for economic development through home building.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Residential and Residential Estate.
8. Staff recommendation is for the approval of the rezoning request.

### **Staff Comments**

The applicant is asking to rezone a Fractional Quarter Section located at the northwest corner of Dempsey Road and 227<sup>th</sup> Street. The property is currently zoned as RR-5. The applicant is requesting approval of a rezoning from RR-5 to RR-2.5.

The parcel is within an area marked as both Residential and Residential Estate on the Future Land Use map (See figure 1). The parcels are outlined in purple, while the green shaded area is area forecasted as Residential Estate (5-acre minimums) and the yellow shaded area is Residential (2.5-acre minimums).



Figure 1 Future Land Use

The applicant's request matches the Future Land Use map along Dempsey Road and the rezoning farther north along 227<sup>th</sup> Street would continue the RR-2.5 zoning northward. Staff is supportive of the request.

---

**ACTION OPTIONS:**

1. Approve Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
2. Deny Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2021-51 (Case No. DEV-21-118), Rezoning from RR-5 to RR-2.5, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

---

**ATTACHMENTS:**

Location/Aerial Maps  
Application  
Memorandums  
Protest Petition  
Proposed Plan

# REZONING APPLICATION

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

## Office Use Only

Township: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Planning Commission Date \_\_\_\_\_  
Case No. \_\_\_\_\_ Date Paid \_\_\_\_\_  
Zoning District \_\_\_\_\_ Comprehensive Plan Land Use Designation \_\_\_\_\_

### APPLICANT/AGENT INFORMATION

NAME Joe Herring - Herring Surveying Company  
ADDRESS 315 North 5th Street  
CITY/ST/ZIP Leavenworth, KS 66048  
PHONE 913-651-3858  
EMAIL herringsurveying@outlook.com  
CONTACT PERSON Joe

### OWNER INFORMATION (If different)

NAME Cale and Jessica Wiehe  
ADDRESS 22852 Dempsey Road  
CITY/ST/ZIP Leavenworth, KS 66048  
PHONE N/A  
EMAIL N/A  
CONTACT PERSON N/A

### PROPOSED USE INFORMATION

Proposed Land Use Rural Residential and AG  
Current Zoning RR-5 Requested Zoning RR-2.5  
Reason for Requesting Rezoning Have the ability to divide off 2.5 acre tracts (matching comp plan) and retain as much AG property as possible

### PROPERTY INFORMATION

Address of Property 22852 Dempsey Road  
Parcel Size 160 Acres  
Current use of the property Rural Residential and AG  
Present Improvements or structures House and Barn  
PID 143-06-0-00-00-007 - 007.01 - 007.02

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

Signature Joseph A. Herring  Date July 22, 2021

ATTACHMENT A

**From:** [Rural Water District 9 lvrwd9](#)  
**Sent:** Tuesday, July 27, 2021 3:44 PM  
**To:** [Gentzler, Joshua](#)  
**Subject:** Re: DEV-21-118 Rezoning Wiehe - 22852 Dempsey

---

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

Rural Water District 9 has no issues at this time with the application for Rezoning.

On Tue, Jul 27, 2021 at 2:16 PM Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)> wrote:

Good afternoon,

The Department of Planning and Zoning has received an application for a Rezoning for multiple parcels located at 22852 Dempsey Road (Parcels 143-06-0-00-00-007.00, 143-06-0-00-00-007.01, & 143-06-0-00-00-007.02).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, August 3<sup>rd</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at [JGentzler@LeavenworthCounty.Gov](mailto:JGentzler@LeavenworthCounty.Gov).

Thank you,

Joshua Gentzler

Planner II

[Planning & Zoning](#)

Leavenworth County

913.684.0464

--

Thanks,



**RURAL WATER DISTRICT 9**

**Karen Armstrong**

District Manager

913-845-3571



**From:** [Anderson, Kyle](#)  
**Sent:** Thursday, July 29, 2021 1:02 PM  
**To:** [Gentzler, Joshua](#)  
**Subject:** RE: DEV-21-118 Rezoning Wiehe - 22852 Dempsey

---

We have not received any complaints on this property since the Wiehe's bought the property.

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

---

**From:** Gentzler, Joshua  
**Sent:** Tuesday, July 27, 2021 2:16 PM  
**To:** 'tonyburr@ymail.com' <tonyburr@ymail.com>; RWD 9 (Lvrwd9@gmail.com) <Lvrwd9@gmail.com>; Amanda Holloway (Amanda.holloway@freestate.coop) <Amanda.holloway@freestate.coop>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Magaha, Chuck <CMagaha@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Mitch Pleak <MPleak@olsson.com>; Thorne, Eric <ethorne@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>  
**Subject:** DEV-21-118 Rezoning Wiehe - 22852 Dempsey

Good afternoon,

The Department of Planning and Zoning has received an application for a Rezoning for multiple parcels located at 22852 Dempsey Road (Parcels 143-06-0-00-00-007.00, 143-06-0-00-00-007.01, & 143-06-0-00-00-007.02).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, August 3<sup>rd</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at [JGentzler@LeavenworthCounty.Gov](mailto:JGentzler@LeavenworthCounty.Gov).

Thank you,

**Joshua Gentzler**  
Planner II  
[Planning & Zoning](#)  
Leavenworth County  
913.684.0464

**From:** [Amanda Tarwater](#)  
**Sent:** Wednesday, July 28, 2021 10:23 AM  
**To:** [Gentzler, Joshua](#)  
**Subject:** Re: DEV-21-118 Rezoning Wiehe - 22852 Dempsey

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

FreeState Electric has no objection to this request.

Thank you,

**Amanda Tarwater**  
Member Accounts Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

---

**From:** "Gentzler, Joshua" <JGentzler@leavenworthcounty.gov>  
**Date:** Tuesday, July 27, 2021 at 2:16 PM  
**To:** "'tonyburr@ymail.com'" <tonyburr@ymail.com>, "RWD 9 (Lvrwd9@gmail.com)" <Lvrwd9@gmail.com>, Amanda Tarwater <amanda.holloway@freestate.coop>, "Anderson, Kyle" <KAnderson@leavenworthcounty.gov>, "Anderson, Lauren" <LAnderson@leavenworthcounty.gov>, "Magaha, Chuck" <CMagaha@leavenworthcounty.gov>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, Mitch Pleak <MPleak@olsson.com>, "Thorne, Eric" <ethorne@leavenworthcounty.gov>, "Van Parys, David" <DVanParys@leavenworthcounty.gov>  
**Subject:** DEV-21-118 Rezoning Wiehe - 22852 Dempsey

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

Good afternoon,

The Department of Planning and Zoning has received an application for a Rezoning for multiple parcels located at 22852 Dempsey Road (Parcels 143-06-0-00-00-007.00, 143-06-0-00-00-007.01, & 143-06-0-00-00-007.02).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, August 3<sup>rd</sup>.

If you have any questions or need additional information, please contact me at (913) 684-0464 or at JGentzler@LeavenworthCounty.Gov.

Thank you,

PROTEST PETITION

We, the undersigned, in accordance with KSA 12-757, being the owners of record of the property enumerated below, protest the proposed Re-Zone to RR 2.5 on the property described as 22852 Dempsey Rd, LV, KS

In Leavenworth County, commonly known as Cale A + Jessica A. Wiebe property

For the following reasons:

- \* Environmental Impact - increase of bacterial count in Stranger Creek from spectre systems on land with direct drainage into tributary + flood plain.
- \* Not enough infrastructure for this many possible homes - fire-water-polece-Roads.

SIGNATURE	ADDRESS	DATE
<u>Cynthia [unclear] (Physical)</u>	<u>22791 McIntyre Rd. LV, KS</u>	<u>9-9-21</u>
<u>Jarvick Rust (mailing)</u>	<u>1291 Gilman Rd LV, KS</u>	<u>9-9-21</u>
<u>Long [unclear]</u>	<u>22398 Dempsey Rd. LV, KS</u>	<u>9-10-21</u>
<u>Karol Lohman</u>	<u>22398 Dempsey Rd. LV, KS</u>	<u>9-10-21</u>
<u>Clay [unclear]</u>	<u>22038 Dempsey Rd LV, KS</u>	<u>9-15-21</u>
<u>[unclear]</u>	<u>22638 Dempsey Rd LV, KS 66048</u>	<u>9-15-21</u>
<u>[unclear]</u>	<u>23012 20th Tong, 66048</u>	<u>9-17-21</u>
<u>Carol Lohman</u>	<u>23012 20th Tong, 66048</u>	<u>9-19-21</u>
<u>Karen Purcell</u>	<u>22543 Dempsey Rd, Leav. KS 66048</u>	<u>9-19-21</u>
<u>[unclear]</u>	<u>22543 Dempsey Rd LV, KS 66048</u>	<u>9-19-21</u>
<u>Mary Purcell</u>	<u>22574 22791 Leavenworth KS</u>	<u>9-19-21</u>

STATE OF KANSAS )

COUNTY OF LEAVENWORTH )

Karol Lohman, of lawful age, being first duly sworn, upon his/her oath states that she/he was the bearer of the above and forgoing protest, and that she/he witnessed the above signatures.

Karol Lohman

Subscribed and sworn before me the 22 day of September, 2021

Fran Keppler  
Notary Public

My Commission Expires 3/18/2024

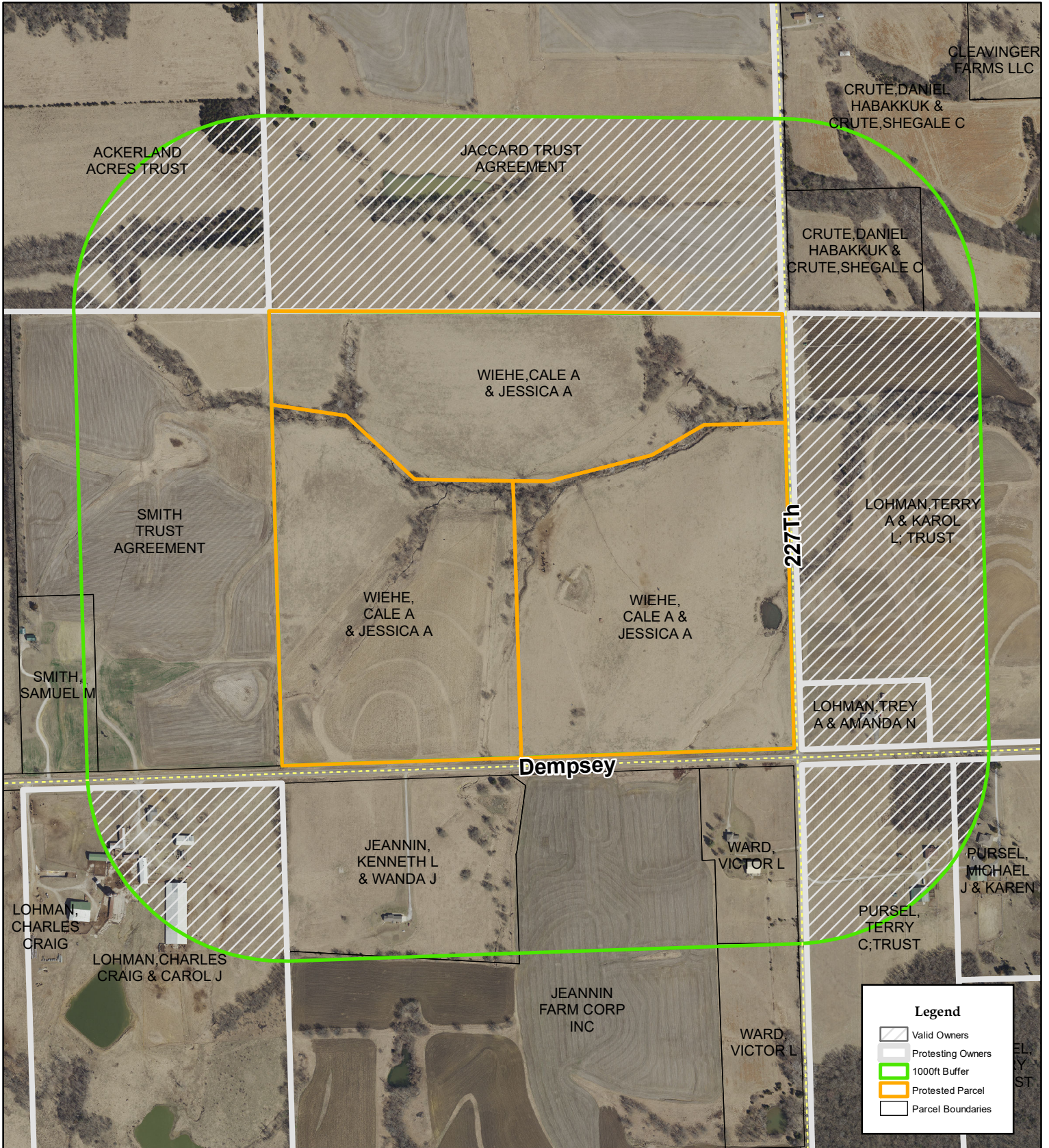




# Protest Petition Property Radius Search



Total Acres Within Buffer: 284.61  
20% of Total Acres: 56.92  
Total Affected Acres: 158.18



**Legend**

- Valid Owners
- Contesting Owners
- 1000ft Buffer
- Protested Parcel
- Parcel Boundaries

22852 Dempsey Rd Leavenworth, KS 66086  
143-06-0-00-00-007.00-0 & (7.01) & (7.02)

1 inch = 673 feet



## Sloop, Stephanie

---

**From:** Wehr, Tyler  
**Sent:** Wednesday, September 22, 2021 3:26 PM  
**To:** Sloop, Stephanie; Resler, Shane; San, Soma  
**Subject:** RE: Protest Petition  
**Attachments:** Map.pdf

The petition is valid.

Tyler Wehr  
GIS Analyst  
Leavenworth County  
300 Walnut St Suite 030  
Leavenworth, KS 66048  
[twehr@leavenworthcounty.gov](mailto:twehr@leavenworthcounty.gov)  
(913)684-0448

---

**From:** Sloop, Stephanie  
**Sent:** Wednesday, September 22, 2021 2:29 PM  
**To:** Wehr, Tyler <TWehr@leavenworthcounty.gov>; Resler, Shane <SResler@leavenworthcounty.gov>; San, Soma <SSan@leavenworthcounty.gov>  
**Subject:** Protest Petition

Thank you,

Stephanie Sloop

Public Relations and Planning Coordinator  
Planning and Zoning  
Leavenworth County Courthouse  
300 Walnut St. Ste. 212  
Leavenworth. KS 66048  
(913) 364-5750 ph





## Allison, Amy

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Thursday, November 4, 2021 3:40 PM  
**To:** Allison, Amy  
**Subject:** Re: Wiehe Authorization

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

Yes.

Cale Wiehe has submitted a plan.  
Joe Herring

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Thursday, November 4, 2021 3:38:20 PM  
**To:** 'Joe Herring' <herringsurveying@outlook.com>  
**Subject:** Wiehe Authorization

Good Afternoon Joe,

I left you a message about the Wiehe plan that was sent to Culbertson. We will need something stating that the applicant has submitted the plan. Can you get that to me?

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



**RESOLUTION 2021-51**

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

The tracts of land in the Fractional Southeast Quarter of Section 6, Township 10 South, Range 21 East of the 6th P.M, in Leavenworth County, Kansas more commonly known as 22852 Dempsey Road.

WHEREAS, it is hereby found and determined that a request for a Rezoning as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 23<sup>rd</sup> day of July, 2021, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request (DEV-21-118) for a Rezoning on the 8<sup>th</sup> day of September, 2021; and

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

WHEREAS, the Board of County Commissioners considered, in session on the 10<sup>th</sup> day of November, 2021, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commissioners in regular session on the 10<sup>th</sup> day of November, 2021, and incorporated herein by reference;

That request for rezoning as described above, also known as 22852 Dempsey Road, Parcel Identification Numbers 143-06-0-00-00-007.00, 143-06-0-00-00-007.01, & 143-06-0-00-00-007.02, is hereby granted.

Adopted this 10<sup>th</sup> day of November, 2021  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Mike Smith, Chairman

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski

\_\_\_\_\_  
Vicky Kaaz, Member

\_\_\_\_\_  
Doug Smith, Member

---

Mike Stieben, Member

# Leavenworth County Request for Board Action

Date: 11/2/2021

To: Board of County Commissioners

From: Buildings and Grounds

Department Head Approval:

Additional Reviews as needed:

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Requesting approval of a 5 year lease for a new 2022 Case TR270B Compact Track loader that includes a 5-year extended warranty including fluids and filters for the life of the lease offered by VLP/ Equipmentsshare.

**Recommendation:** Approval

**Analysis:** This is a replacement for our current John Deere 1575 commercial mower. This machine will be used in several different areas including the sewer district, salt /sand loading, and noxious weed department.

**Alternatives:**

**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:** \$10,611.72

**Additional Attachments:** None

# Leavenworth County Request for Board Action

**Date:** 11/2/2021

**To:** Board of County Commissioners

**From:** Buildings and Grounds

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Requesting approval of ACI Boland addendum to plan and design space for Guidance Center Crisis Stabilization. Total cost \$74,500.00 for design. These funds will be from ARP funding as well as the grant money that the Guidance Center has received for this project

**Recommendation:** Approval

**Analysis:** After the work session the group found to move forward with the plan to add an addendum to the in place contract to design the area slotted for Guidance Center

**Alternatives:**

**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:** \$74,500.00 for design. These funds will be from ARP funding as well as the Grant money that the Guidance Center has received for this project

**Additional Attachments:** Contract with ACI Boland



October 7, 2021 (Revised October 18, 2021)

Mr. Mark Loughry  
Leavenworth County Administrator  
County of Leavenworth  
300 Walnut, Suite 225  
Leavenworth, KS 66048

Re: Crisis Stabilization Unit (The Guidance Center)  
711 Marshall Street  
Leavenworth, KS 66048  
ACI Boland Architects Proposal No. 3-21113.01

Dear Mark:

Thank you for the opportunity to provide a proposal for interior architectural design services for interior renovation at the Cushing Building for The Guidance Center – Crisis Stabilization Unit. It is our understanding that we will provide architectural, mechanical, electrical, plumbing, fire protection services for the new tenant.

Branch Pattern scope of work for the mechanical, electrical, plumbing and fire protection has been included in this proposal.

### **Scope of Services**

Our scope of work for the interior renovations will include interior architecture and planning for the renovation of existing spaces of approximately 5,714 s.f.

Based on our virtual meeting with The Guidance Center's Executive Director (Keith Richard) on September 20, 2021 and site walk-thru on September 29, 2021, the scope of work will include the following design direction:

- a. Reception Area with waiting.
- b. Copy / Supply Room
- c. Consultation Room
- d. Provide Decontamination Chamber (non-water type) located near reception area.
- e. (3) offices for director and (2) supervisors
- f. Provide a Residential unit containing 4 beds. Volunteers seeking help may use these spaces for 4 to 6 weeks. No locks required.
- g. Provide Men and Women Toilet Rooms with showers.
- h. Community Room with TV. Will be used for activities and gathering.
- i. Space / room with 8 to 10 recliners.

October 7, 2021 (Revised October 18, 2021)

Mr. Mark Loughry

County of Leavenworth

ACI/Boland Proposal No. 3-21113.01

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- j. Sobering Unit with mattresses. Sobering units will shelter patrons under influence for 6-8 hours. Patrons will be under medical supervision only. Medical intervention is not provided.
- k. Meeting / Conference Room
- l. Break room / Lite kitchen for food re-heat. Most meals are prepared elsewhere and offered to patrons. Incorporate stove / range, microwave, and refrigerator into layout.
- m. Laundry room with washer and dryer.
- n. Storage Area for linen and patient supplies.
- o. Provide their own secured entrance (preferred).
- p. Anti-Ligature design features are required throughout the department.
- q. Glazing (interior and exterior to receive safety and security film).

### **Schematic Design**

- 1. Field verification of the new office space
- 2. Site walk-thru with Tenant and Owner.
- 3. Develop base plan background from field verification information.
- 4. Develop a single line space plan from the approved program and submit for Owner review and approval. Provide minor plan revisions (25%). Resubmit for final approval.
- 5. Coordinate with The Guidance Center on any existing or new furnishings that is to be utilized in the new office space. Tenant to provide manufacturer and model numbers. If available, Equipment cutsheet information.
- 6. Two (2) meetings are allotted for the Schematic Design Phase.
- 7. Upon approval of the Schematic Design Plan(s), we will proceed with the next phase.

### **Design Development**

- 1. Develop a more detailed space plan to include equipment layout, reflected ceiling layout and casework elevations. Submit for Owner review and approval. Provide minor plan revisions (25%) one time. Resubmit for final approval.
- 2. Coordinate with MEP/FP consultant.
- 3. Determine light fixture selections and locations for interior.
- 4. Determine location of electrical, data, and telephone receptacles. Final approved location to be coordinated and approved by tenant.
- 5. Coordination with Tenant IT representative.
- 6. Create two color and material schemes for your review and approval.
- 7. Two (2) meetings are allotted for the Design Development Phase.
- 8. Upon approval of the design Plan(s), we will proceed with the next phase.

### **Contract Document Phase**

1. Prepare interior architectural contract documents specifications for the new space.
2. Contract documents will include:
  - a. Cover sheet.
  - b. Floor plan with dimensions
  - c. Indicate location of phone, data, and electrical receptacles. Design, engineering and coordination of final location with tenant.
  - d. Reflected ceiling plan with light fixture locations.
  - e. Door and hardware type schedule.
  - f. Interior elevation of casework.
  - g. Various large scale details and sections as required.
  - h. Finish legend and schedule filled out generically.
  - i. Finish Plan, only if needed to define wall finish locations or floor patterns.
3. One (1) meeting is allotted for the Contract Document Phase.
4. Incorporate architect's MEP/FP consultant's drawing package in the contract documents.
5. Upon acceptance and approval of the documents, we will submit the Contract Document package to Building Owner print company for bidding.
6. ACI Boland will submit drawing and specification package to Building Department for permit review and approval.
7. **ACI Boland will submit to Kansas Department of Health and Environment and State Fire Marshal for review and approval.**

### **Bidding and Negotiation**

During the bidding process, ACI Boland Architects and our engineering consultants will answer RFI's submitted through the General Contractor and will provide written clarifications and issue addendums as necessary to respond to their questions.

### **Administration of Contract During Construction**

1. Review of architectural and MEP/FP shop drawings after they have been reviewed and approved by the General Contractor.
2. ACI Boland Architects has included two (2) site visits in our proposal for field observation site visits during appropriate times of construction. Additional site visits will be billed at our standard hourly rates plus reimbursable expenses.
3. Provide clarifications to the architectural and MEP/FP design documents in response to RFI's that may be submitted by the general contractor during construction.
4. Review of contractor's application for payment.

October 7, 2021 (Revised October 18, 2021)  
Mr. Mark Loughry  
County of Leavenworth  
ACI/Boland Proposal No. 3-21113.01  
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5. We will provide a punch list at the end of the project.

### Professional Fees

Architectural Design Services – ACI Boland Architects	\$ 50,000.00
MEPFP Design Services – Branch Pattern	\$ 24,500.00
Total	\$ 74,500.00

The Total Design Fee for the above referenced services is **Seventy-Four Thousand Five Hundred Dollars (\$ 74,500.00)** plus reimbursable expenses.

### Hourly Rates

Principal:	\$220/Hour
Associate/Sr Project Manager/Sr Architect/Planner:	\$200/Hour
Project Manager/Project Architect/Sr Interior Designer:	\$175/Hour
Architect/Project Coordinator/Jr Planner:	\$155/Hour
Team Coordinator:	\$140/Hour
Interior Designer:	\$120/Hour
CADD Operator/Intern:	\$120/Hour
Clerical:	\$ 90/Hour

### Reimbursable Expenses

Reimbursable expenses will be billed at cost, plus a ten percent (10%) administrative fee. Reimbursable expenses include travel expenses, printing, plotting, reproduction costs, delivery services, and other necessary, customary charges.

### Terms

1. If you agree to this proposal, we will prepare the addendum to the original AIA Owner-Architect Agreement for your review and approval.
2. Time associated with providing services in addition to those outlined above will be billed at our standard hourly rates.
3. Significant changes in the scope of work or the project description will require an adjustment to the agreed upon fee.
4. We will invoice County of Leavenworth on monthly based upon the amount of work completed. Payment shall be paid not more than thirty (30) days after date of invoicing. Past due amounts shall accrue interest at the rate of one percent (1%) per month.



October 7, 2021 (Revised October 18, 2021)  
Mr. Mark Loughry  
County of Leavenworth  
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## **ADDITIONAL VALUE ADDED SERVICES FOR INTERIOR ARCHITECTURE AND DESIGN**

We would be pleased to provide the following services at an hourly rate or a mutually agreed upon fee:

1. Development of new interior design services beyond what was determined in the design development phase.
2. Furniture, signage, artwork and accessory services, which include selection, specifications, installation documentation, bidding, and installation oversight.
3. Move coordination services.
4. Office equipment planning, specifications and procurement.
5. Applicable Jurisdiction's planning, zoning, or architectural review approval.
6. Code review by outside consultant.
7. Contract Documents revisions to accommodate value engineering items or redesign for product or material substitutions.
8. Finish Selections beyond what was determine in the Design Development Phase.
9. Conduct site visits during construction period beyond what was determine in the above Administration of Contract During Construction.
10. Perspective Renderings
11. Meeting times beyond those noted in the scope of services outlines above.
12. Architectural Record Documents (Incorporation of Contractor's field notes into our contact documents).

We sincerely appreciate the opportunity to submit this proposal and look forward to working with your tenant. If you are in agreement with the above, please sign below and return one copy for our records.

Should you have any questions, please do not hesitate to call.

Sincerely,

ACI Boland Architects



Thomas Goedeke  
Project Manager

October 7, 2021 (Revised October 18, 2021)  
Mr. Mark Loughry  
County of Leavenworth  
ACI/Boland Proposal No. 3-21113.01  
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ACCEPTED:

County of Leavenworth

\_\_\_\_\_  
Authorization Signature

Date \_\_\_\_\_

**AGREEMENT FOR SERVICES**

**FROM:** Rick Maniktala  
**BranchPattern**  
 1508 Grand Blvd  
 Kansas City, MO 64108

**TO:** Samuel Beckman, AIA  
**ACI Boland Architects**  
 1710 Wyandotte  
 Kansas City, MO 64108

**PROJECT NAME:** Leavenworth County – Cushing Reno | Crisis Stabilization Unit  
**PROJECT LOCATION:** 711 Marshall, Leavenworth, KS 66048

**SERVICES:** Mechanical, electrical, plumbing, and technology design services for Crisis Stabilization Unit

**SCOPE OF WORK SUMMARY:** BranchPattern proposes mechanical, electrical, plumbing, and technology design services for this addition scope added to the existing Cushing Hospital Renovation for Leavenworth County - Council on Aging. This added scope consists of interior renovation of approximately 5,714 sf space for the new tenant, Crisis Stabilization Unit by the Guidance Center. Design requires incorporation of anti-ligature features. The construction cost is anticipated to be \$800,000.

**FEE BILLING TYPE:** \$24,500 Lump-Sum

**FEE DETAIL:** (refer to following pages for “Scope of Work” and “Terms and Conditions”)

<u>Scope</u>	<u>Fee</u>	<u>Approval (Initial)</u>
1. Schematic Design	\$4,900	
2. Design Development	\$4,900	
3. Construction Documents	\$9,800	
4. Bidding & Construction Administration	\$4,900	
<b>TOTAL:</b>	<b>\$24,500</b>	

**PROPOSED BY:**  
**BranchPattern**  
 By: \_\_\_\_\_ Date: 10/18/2021  
 Title: President  
 Print Name: **Rick Maniktala**

**CLIENT ACCEPTANCE:**  
**ACI BOLAND**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Principal  
 Print Name: **Samuel Beckman**

This is an AGREEMENT for Professional Engineering services to be furnished by BranchPattern, Inc. (hereinafter referred to as BranchPattern), to ACI Boland (hereinafter referred to as Contracting Party) in accordance with the mutually agreed conditions hereinafter. The term Owner in this agreement refers to the Contracting Party and/or their client.

## 1.0 Description of Systems

General	
1.1	<ul style="list-style-type: none"> <li>Drawings for Mechanical, Electrical, Plumbing and Technology building systems. Specifications for Council on Aging will be used. Supplemental specification as needed will be provided</li> </ul>
1.2	<ul style="list-style-type: none"> <li>No more than 3 design submittals are anticipated for each of the following phases: Schematic Design Drawings, Design Development Drawings, 100% Construction Documents (Drawings and Specifications)</li> </ul>
1.3	<ul style="list-style-type: none"> <li>Six virtual Coordination/Progress Meetings are anticipated during the design scope of work.</li> </ul>
1.4	<ul style="list-style-type: none"> <li>Three site visits are anticipated during the design and construction scope of work.</li> </ul>
Mechanical	
1.5	<ul style="list-style-type: none"> <li>Sizing and layout of HVAC equipment and ductwork per applicable codes. Existing Air Handling Units are expected to be re-used.</li> </ul>
1.6	<ul style="list-style-type: none"> <li>Temperature controls.</li> </ul>
1.7	<ul style="list-style-type: none"> <li>Approximate equipment sizes and capacities, in schedule format.</li> </ul>
1.8	<ul style="list-style-type: none"> <li>Equipment layouts.</li> </ul>
1.9	<ul style="list-style-type: none"> <li>Required space for equipment.</li> </ul>
1.10	<ul style="list-style-type: none"> <li>Required chases and clearances.</li> </ul>
1.11	<ul style="list-style-type: none"> <li>Ductwork and piping systems layout with sizes.</li> </ul>
1.12	<ul style="list-style-type: none"> <li>Catalogue cuts on all major equipment.</li> </ul>
Plumbing (within 5'-0" of the building perimeter)	
1.13	<ul style="list-style-type: none"> <li>Existing Domestic water service entry will be reused.</li> </ul>
1.14	<ul style="list-style-type: none"> <li>Fire Water Service Entry will be reused. Construction drawings showing modifications are to be provided by a design-build contractor and reviewed by architect/engineer for compliance with design intent.</li> </ul>
1.15	<ul style="list-style-type: none"> <li>Quarter-inch equal one-foot scale plans for piping within the restrooms.</li> </ul>
1.16	<ul style="list-style-type: none"> <li>Sanitary and venting piping riser diagrams.</li> </ul>
1.17	<ul style="list-style-type: none"> <li>Domestic hot/cold water system.</li> </ul>
1.18	<ul style="list-style-type: none"> <li>Plumbing Fixture Selection.</li> </ul>
1.19	<ul style="list-style-type: none"> <li>Approximate equipment sizes and capacities, in schedule format.</li> </ul>
1.20	<ul style="list-style-type: none"> <li>Equipment layouts.</li> </ul>
1.21	<ul style="list-style-type: none"> <li>Required space for equipment.</li> </ul>
1.22	<ul style="list-style-type: none"> <li>Required chases and clearances.</li> </ul>
1.23	<ul style="list-style-type: none"> <li>Piping systems layout with sizes.</li> </ul>
1.24	<ul style="list-style-type: none"> <li>Catalogue cuts on all major equipment.</li> </ul>
1.25	<ul style="list-style-type: none"> <li>Coordination of kitchen or other specialty equipment.</li> </ul>
Power	
1.26	<ul style="list-style-type: none"> <li>The electrical utility service is existing. The electrical scope includes adding panels and feeders required to support the finish areas of the program for design. The existing service size is assumed adequate.</li> </ul>
1.27	<ul style="list-style-type: none"> <li>One-line diagram.</li> </ul>
1.28	<ul style="list-style-type: none"> <li>Receptacle layout.</li> </ul>
1.29	<ul style="list-style-type: none"> <li>Circuit loads.</li> </ul>
Lighting	
1.30	<ul style="list-style-type: none"> <li>General Interior lighting.</li> </ul>
1.31	<ul style="list-style-type: none"> <li>General Exterior lighting (attached to the building).</li> </ul>
1.32	<ul style="list-style-type: none"> <li>General Lighting controls.</li> </ul>
1.33	<ul style="list-style-type: none"> <li>Catalogue cuts for BranchPattern Selected Light Fixtures.</li> </ul>
Low Voltage Infrastructure	
1.34	<ul style="list-style-type: none"> <li>Infrastructure for structured cabling, electronic security and fire alarm.</li> </ul>
1.35	<ul style="list-style-type: none"> <li>Communications equipment and detailed design by others.</li> </ul>
1.36	<ul style="list-style-type: none"> <li>Fire alarm system device layout. Final drawings to be provided by design-build contractor and reviewed by architect/engineer for compliance with design intent.</li> </ul>
Structured Cabling	

1.37	• Telephone and data raceway or cable tray system
1.38	• New communications and telephone room are not anticipated.
1.39	• Communication and Telephone equipment are by others
1.40	• Data wiring, telephone wiring
<b>Electronic Security</b>	
1.41	• Access Control layout as dictated by users.

## 2.0 Schematic Design Scope of Work

<b>General</b>	
2.1	• BranchPattern shall review alternative systems with the Contracting Party, attend project coordination meetings, prepare necessary analyses, drawings and other documents, be available for general consultation, and make recommendations regarding basic systems for This Part of the Project. When necessary, the BranchPattern will consult with public agencies and other organizations concerning utility services and requirements.
<b>Deliverables</b>	
	1) Schematic Design (Scope of Work): Preliminary drawings describing existing systems and modifications and new design concepts, systems, sizes for review and approval by the Contracting Party and Owner. 2) Product Data: Cut Sheets of <b>selected</b> major equipment and fixtures for approval by Contracting Party and/or Owner.

## 3.0 Design Development Scope of Work

<b>General</b>	
3.1	• When authorized by the Contracting Party, BranchPattern shall prepare Design Development Documents from the Schematic Design Documents approved by the Owner and confirmed by the Contracting Party. The Design Development Documents shall consist of drawings and other documents to fix and describe This Part of the Project, including materials, equipment, component systems and types of construction or installation as may be appropriate, all of which are to be approved by the Owner and Contracting Party.
<b>Deliverables</b>	
3.2	1) Design Development Engineering Documents: a) Initial Design Calculations: HVAC Loads, Power Distribution, Equipment Sizing, etc. b) Plans showing major pieces of equipment c) Equipment Room Sizing and Layout. d) One-Line Drawing Schematics. e) Product Data: Cut Sheets of major equipment and fixtures for approval by Contracting Party and/or Owner.

## 4.0 100% Construction Documents Scope of Work

<b>General</b>	
4.1	• When authorized by the Contracting Party, BranchPattern shall prepare, from the Previous Phase Documents approved by the Owner and confirmed by the Contracting Party, Drawings and Specifications setting forth in detail the requirements for the construction of This Part of the Project, all of which are to be approved by the Owner and Contracting Party
<b>Deliverables</b>	
4.2	1) 100% CD Engineering Documents: a) Specifications: Supplements as needed. b) Final Design Calculations: HVAC Loads, Power Distribution, Equipment Sizing, etc. c) Equipment Room Layouts. d) Legend and General Notes Drawing. e) Equipment Schedules. f) Chase, Shaft, and Louver Sizes. g) Typical Detail Sheet. h) One-Line Drawing Schematics. i) Ductwork ii) Piping i) Drawings showing locations for the following:

	<ul style="list-style-type: none"> <li>i) Major Mechanical and Plumbing Equipment (Pumps, Fans, Motors, etc).</li> <li>ii) Electrical Outlets (Low voltage, Receptacles, and Switches).</li> <li>iii) Light Fixtures</li> <li>iv) Circuitry</li> <li>v) Fire Alarm Devices</li> <li>vi) Communications and Security Devices</li> <li>j) Product Data: Cut Sheets of major equipment and fixtures for approval by Contracting Party and/or Owner.</li> </ul>
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## 5.0 Construction Administration & Close Out Scope of Work

<b>Construction Administration</b>	
5.1	<ul style="list-style-type: none"> <li>• Review of submittals, equipment warranties, and manuals.</li> </ul>
5.2	<ul style="list-style-type: none"> <li>• Provide formal answers to contractor questions regarding our design and field conditions.</li> </ul>
5.3	<ul style="list-style-type: none"> <li>• One progress site visit.</li> </ul>
<b>Close Out</b>	
5.4	<ul style="list-style-type: none"> <li>• One final site visit for punch list and verification.</li> </ul>
5.5	<ul style="list-style-type: none"> <li>• Electronic record drawings will not be prepared at the conclusion of construction. The contractor will provide the owner with AS-BUILT mark-ups to be used as the record drawings.</li> </ul>

## 6.0 Scheduling/Coordination

<b>Coordination</b>			
6.1	The Contracting Party and BranchPattern are aware that many factors outside BranchPattern's control may affect the BranchPattern's ability to complete the services to be provided under this Agreement. BranchPattern will perform these services with reasonable diligence and expediency consistent with sound professional practices.		
6.2	Contracting Party shall provide the necessary scheduling and coordination of its own forces and of other project consultants or sub-consultants sufficient to operate the orderly and efficient completion of BranchPattern's work without delay, interference, or interruption. BranchPattern will use reasonable efforts to meet schedules agreed to in advance by BranchPattern. BranchPattern's work shall be performed during typical five-day, forty-hour weeks (holidays excepted), without any premium time. If extended hours are required due to circumstances beyond the control of BranchPattern, BranchPattern shall be compensated for additional overhead, premium time costs, and productivity loss.		
6.3	<p>Contracting Party and/or their sub-consultants shall provide the following for BranchPattern's use to complete the scope of work:</p> <ol style="list-style-type: none"> <li>1) Architectural base plans in DIGITAL (Autodesk REVIT) format.</li> <li>2) Final cut sheets or data for equipment and materials requiring mechanical, electrical, or plumbing services and/or connections [ten (10)] days prior to the implementation of the associated work. The provided data shall contain the necessary information in order to complete the design (for example: wattage, CFM, GPM, etc.) The contracting party understands that BranchPattern's performance schedule to complete the scope of work will be impacted if the above data is not provided in a timely manner.</li> <li>3) Facilitate coordination of work between BranchPattern and other consultants.</li> </ol>		
<b>Project Schedule (TBD)</b>			
6.4	<table border="1"> <tr> <td>Schematic Design</td> <td> <ul style="list-style-type: none"> <li>• Start Date: TBD</li> <li>• Duration: TBD</li> </ul> </td> </tr> </table>	Schematic Design	<ul style="list-style-type: none"> <li>• Start Date: TBD</li> <li>• Duration: TBD</li> </ul>
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## 7.0 Specific Exclusions

Additional Work	
7.1	<p>Any work requested by the Contracting Party not defined in the above Scopes of Work is deemed supplemental work to this agreement and shall be negotiated or invoiced in accordance with our standard hourly rates and reimbursable expenses, see above. This includes but is not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Design of extension of water, gas, sewer, storm, [electric], telephone, and/or cable utilities to within 5'-0" of the building.</li> <li>2. Acoustical Analysis, 3D Acoustical Modeling, Specialty Vibration Control, Structural and Ground-Borne Vibration Reduction, Environmental Noise Control, Noise Ordinance Compliance, Construction Noise Control, Electronic Variable Acoustic Systems,</li> <li>3. IT/Telecom, Structured Cabling Systems, Telecom Outside Plant, Voice/Data System electronics, Data Center design, Distributed Antenna System, Telecommunications Transition plan, Master Clocks/Bell Systems, Specialty Networks not on the building LAN,</li> <li>4. Building Security Systems, dedicated/staffed security monitoring center or room, Doors/Door Hardware, Sound Masking Systems, Paging, Life Safety systems, Emergency Communications,</li> <li>5. Technical Millwork construction details,</li> <li>6. Audiovisual (AV) Systems</li> <li>7. As-built drawings,</li> <li>8. Intelligent Building systems</li> <li>9. Lightning Protection System</li> <li>10. Cathodic Protection System</li> <li>11. Traffic Engineering</li> <li>12. Site lighting beyond building mounted lights</li> <li>13. Detailed life-cycle costs and/or energy use studies.</li> <li>14. LEED Tracking and Certification (can be included under separate agreement).</li> <li>15. Fundamental and Additional Commissioning (can be included under separate agreement).</li> <li>16. Full-time Construction Administration services.</li> <li>17. Special Studies (i.e. feasibility, etc.)</li> <li>18. Extraordinary site verification studies or surveys, resulting in measured drawings.</li> <li>19. Revisions to drawings, specifications or design documents when revisions are changes to previously approved design criteria.</li> <li>20. Providing professional services that arise as a result of defects in work by the contractor in the performance of the Construction Contract.</li> <li>21. Extension of BranchPattern's services beyond [Twelve (12) months of the date hereof] [the Completion Dates noted hereof] for Services covered by this Agreement that have not been completed, through no fault of BranchPattern for This Part of the Project.</li> <li>22. Design of security system layout or specifications for security devices.</li> <li>23. Audiovisual detailed design such as signal flow drawings.</li> <li>24. Design of low voltage systems not specifically included in the Description of Services.</li> <li>25. Cost estimates or formal opinions of probable costs.</li> </ol>
Stipulations	
7.2	<ul style="list-style-type: none"> <li>• Stipulated lump sum fees do not include reimbursable expenses. Expenses will be billed in addition to fees at direct cost times <b>1.10</b>. Reimbursable expenses include but are not limited to expenses associated with travel to site (airfare, meals, mileage, hotel, rental cars etc.), travel for out-of-town meetings, printing and postage.</li> </ul>

## 8.0 General Terms and Conditions

### 1. SCOPE OF SERVICES

- A. For the scope of work defined above related to the project defined on page 1 of this agreement (herein after referred to as "Project"), BranchPattern will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BranchPattern has relied upon the information provided by Contracting Party in the preparation of the Proposal, and shall rely on the information provided by or through Contracting Party during the execution of this Project as complete and accurate without independent verification.

### 2. PAYMENTS TO BRANCHPATTERN

- A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Invoices will be in BranchPattern's standard format and are payable upon receipt. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of invoice date and shall be calculated at 1.5 percent per month from invoice date. Contracting Party shall reimburse any costs incurred by BranchPattern in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BranchPattern's invoice is disputed, Contracting Party shall pay the undisputed portion by the due date. Contracting Party shall advise BranchPattern in writing of the basis for any disputed portion of any invoice.
- B. Taxes as may be imposed on professional consulting services by state or local authorities and shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

### 3. INSURANCE

- A. During the course of performance of its services, BranchPattern will maintain the following coverage:
  - i. Worker's Compensation: Employers Liability, whether required by statute or not, for a limit of not less than \$1,000,000 bodily injury by accident, each accident/\$1,000,000 bodily injury by disease, policy limit/\$1,000,000 bodily injury by disease, each employee.
  - ii. Commercial General Liability: (occurrence format) Property Damage limited to \$1,000,000. Personal & ADV Injury limited to \$1,000,000. General Aggregate limited to \$2,000,000.
  - iii. Automobile Liability: Per Accident limited to \$1,000,000
  - iv. Professional Liability: Each claim limited to \$2,000,000. Aggregate Annual limited to \$2,000,000.
- B. BranchPattern's aggregate liability for all damages connected with its services for the Project, not covered

by BranchPattern's insurance, shall not exceed the sum of fees for said services paid by Contracting Party to BranchPattern.

- C. If the Project involves on-site construction, construction contractors shall be required to provide (or Contracting Party may provide) Owner's Protective Liability Insurance naming Contracting Party as a Named Insured and BranchPattern as an Additional Insured or to endorse Contracting Party and BranchPattern using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insured on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BranchPattern in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Contracting Party and BranchPattern. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.
- D. Contracting Party and BranchPattern release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BranchPattern's services. A provision similar to this shall be incorporated into all construction contracts entered into by Contracting Party, and all construction contractors shall be required to provide waivers of subrogation in favor of Contracting Party and BranchPattern for damage covered by any construction contractor's property insurance.

### 4. INDEMNIFICATION

- A. To the extent allowed by law, Contracting Party will require all construction contractors to indemnify, defend, and hold harmless Contracting Party and BranchPattern from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.
- B. If this Project involves construction Contracting Party agrees to indemnify and hold harmless BranchPattern from any liability arising from this Project or Agreement, except to the extent caused by BranchPattern's negligence.

### 5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

- A. BranchPattern will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BranchPattern fails to meet the foregoing standard, BranchPattern will perform at its own cost, the professional services necessary to correct errors and omissions reported to BranchPattern in writing within one year from the completion of BranchPattern's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.



- B. In no event will BranchPattern be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Contracting Party, and/or governmental fines or penalties.
- C. Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by BranchPattern regarding existing conditions, and because some of these assumptions may not be verifiable without the Contracting Party's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Contracting Party agrees, to the fullest extent permitted by law, to indemnify and hold harmless BranchPattern, its officers, directors, employees and subconsultants (collectively, BranchPattern) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by BranchPattern.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Contracting Party or BranchPattern.
- E. Unless otherwise provided in this Agreement, the Contracting Party and BranchPattern shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
- F. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BranchPattern and remedies of Contracting Party, whether liability of BranchPattern is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

- A. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BranchPattern's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BranchPattern shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BranchPattern's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

- A. Any use, development, modification, or integration by BranchPattern of computer models or programs does not constitute ownership or license to Contracting Party to use or modify such models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

- A. Any electronic media or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Contracting Party information and convenience only. Such media or transmissions are not to be considered part of BranchPattern's instruments of service. BranchPattern, at its option, may remove all indicia of its ownership and involvement from each electronic display.
- B. BranchPattern shall not be liable for loss or damage directly or indirectly, arising out of Contracting Party's use of electronic media or data transmissions.

**9. DOCUMENTS**

- A. All documents prepared by BranchPattern pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Contracting Party or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Contracting Party or others without written verification, adaptation, and permission by BranchPattern for the specific purpose intended will be at Contracting Party's sole risk and without liability or legal exposure to BranchPattern.
- B. In the event that BranchPattern is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Contracting Party represents that Contracting Party either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Contracting Party warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Contracting Party (including prepared for Contracting Party by others), for which BranchPattern shall rely on to perform and complete its services.

**10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

- A. Estimates, schedules, forecasts, and projections prepared by BranchPattern relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BranchPattern's experience, qualifications, and judgment as a professional. Since BranchPattern has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BranchPattern does not guarantee that actual rates,

costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BranchPattern.

#### 11. TERMINATION

- A. Services may be terminated by Contracting Party or BranchPattern by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Contracting Party shall pay BranchPattern all amounts due BranchPattern for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BranchPattern in terminating the services. In addition, Contracting Party may terminate the services for Contracting Party's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.
- B. Project Suspension: If the Project is suspended by the Owner or the Contracting Party for more than 60 consecutive days, BranchPattern shall reserve the right to be compensated for services performed prior to notice of such suspension. When the Project is resumed, BranchPattern shall be compensated for expenses incurred in the interruption and resumption of BranchPattern's services. BranchPattern's fees for the remaining services and the time schedules shall be equitably adjusted.

#### 12. DISPUTES, NEGOTIATIONS, MEDIATION

- A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.
- B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association with its Construction Industry Mediation Procedures in effect on the date of the Agreement and shall be held in the City and County of BranchPattern's contracted office.
- C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation or mediation, shall be resolved by litigation in the state or federal courts located in the City and County of BranchPattern's contracted office and each party expressly consents to

jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in the City and County of BranchPattern's contracted office and each party expressly consents to jurisdiction therein.

- D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BranchPattern's services are substantially complete.

#### 13. STANDARD OF CARE

- A. In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Contracting party should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project. It is assumed the owner will carry a contingency budget for this project.

#### 14. ELECTRONIC FILES

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Contracting party agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Contracting party agrees not to reuse these electronic files, in whole or in part, for any purpose other than the Project. The Contracting party agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Contracting party further agrees that Consultant shall have no responsibility or liability to Contracting party or others for any changes made by anyone other than the Consultant or for any reuse of the electronic files without the prior written consent of the Consultant. The Contracting party and the Consultant agree that any electronic files furnished by either party shall conform to the specifications listed in Exhibit \_\_\_\_\_. Any changes to the electronic specifications by either the Contracting party or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Contracting party, these efforts shall be compensated for as Additional Services. In addition, the Contracting party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively,

Consultant) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising from any changes made by anyone other than the Consultant or from any use or reuse of the electronic files without prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Contracting party be deemed a sale by the consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Contracting party’s unauthorized use of the electronic files.

**15. WITNESS FEES**

A. BranchPattern’s employees shall not be retained as expert witnesses, except by separate written agreement.

**16. CONTROLLING LAW**

A. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of BranchPattern’s contracted office without regard to any conflicts of law provisions.

**17. RIGHTS AND BENEFITS – NO ASSIGNMENT**

A. BranchPattern’s services will be provided solely for the benefit of Contracting Party and not for the benefit of any other persons or entities. Neither Contracting Party nor BranchPattern shall assign or transfer interest in this Agreement without the written consent of the other.

B. Projects qualifying for tax deductions under IRS Article 179D that shall be apportioned to the “Principal Designer” of the qualifying system(s), BranchPattern shall be considered the “Principal Designer” of HVAC and Lighting systems if these systems were designed by BranchPattern. For fully qualifying projects, BranchPattern shall be allocated two-thirds (67%) of the tax deduction, and the remaining one-third (33%) shall be allocated to the architect of record. Third party costs to qualify for the deduction shall be apportioned in the same manner unless agreed to in writing otherwise.

C. Where applicable, the Contracting Party and BranchPattern agree to share professional credit for the Project. Contracting Party shall identify BranchPattern as the Engineer in all publications, advertisements, and marketing materials. BranchPattern shall identify Contracting Party in all publications, advertisements, and marketing materials

**18. ENTIRE CONTRACT**

A. These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BranchPattern and Contracting Party relative to BranchPattern’s services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BranchPattern’s services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Contracting Party issues to BranchPattern a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BranchPattern, shall be considered only as an internal document of Contracting Party to facilitate administrative requirements of Contracting Party’s operations.

**19. SEVERABILITY**

A. Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

**20. HOURLY RATES**

A. BranchPattern proposes to provide technical services for supplemental work/services not defined in the Scope in accordance with the following billing rate schedule:

TECHNICAL SERVICES - LABOR CHARGES	HOURLY
BIM/CADD Tech. 1, or Administrative	\$85
BIM/CADD Tech. 2, or Project Coordinator 1	\$98
BIM/CADD Manager 1, or Project Coordinator 2	\$118
BIM/CADD Manager 2	\$133
BIM/CADD Manager 3	\$145
Designer	\$98
Engineer 1, Consultant 1, or Designer 2	\$118
Engineer 2, Consultant 2, or Designer 3	\$133
Engineer 3, Consultant 3, or Designer 4	\$145
Engineer 4, Consultant 4, or Designer 5	\$165
Engineer 5, Consultant 5, or Designer 6	\$181
Engineer 6, or Consultant 6	\$191
Engineer 7, or Consultant 7	\$208
Engineer 8, or Consultant 8	\$225
Engineer 9, or Consultant 9	\$250
Project Manager 1	\$165
Project Manager 2, or Project Executive 1	\$181
Project Manager 3, or Project Executive 2	\$191
Project Executive 3	\$225
Project Executive 4	\$250

*Rates effective as of 1/1/2018*

# Leavenworth County Request for Board Action

**Date:** 11/2/2021

**To:** Board of County Commissioners

**From:** Buildings and Grounds

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Requesting approval of ACI Boland addendum to plan and design space for K-state extension office. Total cost \$66,570.00 for design. These funds will be from the general fund as this does not currently qualify for ARP funds

**Recommendation:** Approval

**Analysis:** After the work session the group found to move forward with the plan to add an addendum to the in place contract to design the area slotted for K-state extension office

**Alternatives:**

**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:** \$66,570.00 for design.

**Additional Attachments:** Contract with ACI Boland



October 15, 2021 (Revised October 18, 2021, Revised November 3, 2021)

Mr. Mark Loughry  
Leavenworth County Administrator  
County of Leavenworth  
300 Walnut, Suite 225  
Leavenworth, KS 66048

Re: K-State Research and Extension Office  
711 Marshall Street  
Leavenworth, KS 66048  
ACI Boland Architects Proposal No. 3-21113.02

Dear Mark:

Thank you for the opportunity to provide a proposal for interior architectural design services for interior renovation at the Cushing Building for K-State Research and Extension Office. It is our understanding that we will provide architectural, mechanical, electrical, plumbing, fire protection, and structural services for the new tenant.

Branch Pattern scope of work for the mechanical, electrical, plumbing and fire protection has been included in this proposal.

### **Scope of Services**

Our scope of work for the interior renovations will include interior architecture and planning for the renovation of existing spaces of approximately 5,003 s.f.

Based on our virtual meeting with K-State Research and Extension Office Agent (Chelsi Myer and Team) on October 7, 2021, the scope of work will include the following design direction:

K-State would ideally like to utilize all three available areas on first floor: Blue, Green and Brown colored spaces in the floor plan.

- Smaller Blue Space (Work Area / Call Center):
  - Master Gardner Group can use this space. This group currently serves approx. 75 active members.
  - Provide area for call center / hotline for approximately 1 to 2 individuals.
  - Provide work area with island casework.
  - Provide Storage racks / shelving for poster boards and resource books.
  - Existing toilet room can be removed.
  - Allow for future expansion of since this is program is forecast to grow.

October 15, 2021 (Revised October 18, 2021, Revised November 3, 2021)

Mr. Mark Loughry

County of Leavenworth

ACI/Boland Proposal No. 3-21113.02

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- Coordinate with owner to see if there is some exterior space that can be allocated for their demonstration portable raised garden bed. Group already is using a larger green space adjacent to the existing hospital property.
- Large Blue Space (Main Office):
  - Provide reception area with waiting area for 4 to 5 visitors.
    - Design a display area for publications, pamphlets, etc for public and community clubs.
  - Provide 2 workstations in close proximity to reception desk that allows for visibility of arriving visitors.
  - Provide larger conference room for Board and staff meetings.
  - Provide 1 to 2 small conference /consultation rooms.
  - Provide three (3) offices of approximately 200 sf
  - Provide breakroom with microwave, refrigerator, coffee maker and garbage disposal. The space should be large enough to accommodate five (5) staff employees.
  - Provide supply closet.
  - Provide copy / work room with island casework.
  - Provide IT room that will also store AV equipment.
  - Provide toilet rooms for visitor and staff. Locate near existing toilet location, if possible.
  - Provide one large room with an operable partition to divide the space, if possible.
  - Provide storage closet for tables, chairs, and miscellaneous items.
- IT scope of work is handled by K-State (Cody Vogt [cvoigt@ksu.edu](mailto:cvoigt@ksu.edu) ). Branch Pattern will coordinate design information with Cody.
- Incorporate purple in finishes as part of K-State Branding

## Schematic Design

1. Field verification of the new office space
2. Site walk-thru with Tenant and Owner.
3. Develop base plan background from field verification information.
4. Develop a single line space plan from the approved program and submit for Owner review and approval. Provide minor plan revisions (25%). Resubmit for final approval.
5. Coordinate with K-State Research and Extension Office representative on any existing or new furnishings that is to be utilized in the new office space. Tenant to provide manufacturer and model numbers. If available, Equipment cutsheet information.
6. Two (2) virtual meeting are allotted for the Schematic Design Phase.
7. Upon approval of the Schematic Design Plan(s), we will proceed with the next phase.

## **Design Development**

1. Develop a more detailed space plan to include equipment layout, reflected ceiling layout and casework elevations. Submit for Owner review and approval. Provide minor plan revisions (25%) one time. Resubmit for final approval.
2. Coordinate with MEP/FP and Structural consultant.
3. Determine light fixture selections and locations for interior.
4. Determine location of electrical, data, and telephone receptacles. Final approved location to be coordinated and approved by tenant.
5. Coordination with Tenant IT representative.
6. Create two color and material schemes for your review and approval.
7. Two (2) meeting are allotted for the Design Development Phase. One virtual and one in-person.
8. Upon approval of the design Plan(s), we will proceed with the next phase.

## **Contract Document Phase**

1. Prepare interior architectural contract documents specifications for the new space.
2. Contract documents will include:
  - a. Cover sheet.
  - b. Floor plan with dimensions
  - c. Indicate location of phone, data, and electrical receptacles. Design, engineering, and coordination of final location with tenant.
  - d. Reflected ceiling plan with light fixture locations.
  - e. Door and hardware type schedule.
  - f. Interior elevation of casework.
  - g. Various large scale details and sections as required.
  - h. Finish legend and schedule filled out generically.
  - i. Finish Plan, only if needed to define wall finish locations or floor patterns.
3. One (1) meeting is allotted for the Contract Document Phase.
4. Incorporate architect's MEP/FP and Structural consultant's drawing package in the contract documents.
5. Upon acceptance and approval of the documents, we will submit the Contract Document package to Building Owner print company for bidding.
6. ACI Boland will submit drawing and specification package to Building Department for permit review and approval.

### Bidding and Negotiation

During the bidding process, ACI Boland Architects and our engineering consultants will answer RFI's submitted through the General Contractor and will provide written clarifications and issue addendums as necessary to respond to their questions.

### Administration of Contract During Construction

1. Review of architectural and MEP/FP shop drawings after they have been reviewed and approved by the General Contractor.
2. ACI Boland Architects has included two (2) site visits in our proposal for field observation site visits during appropriate times of construction. Additional site visits will be billed at our standard hourly rates plus reimbursable expenses.
3. Provide clarifications to the architectural, structural, and MEP/FP design documents in response to RFI's that may be submitted by the general contractor during construction.
4. Review of contractor's application for payment.
5. We will provide a punch list at the end of the project.

### Professional Fees

Architectural Design Services – ACI Boland Architects	\$ 42,570.00
Structural Engineer Services – Structural Engineering Associates	\$ 2,500.00
MEPFP Design Services – Branch Pattern	\$ 21,500.00
Total	\$ 66,570.00

The Total Design Fee for the above referenced services is **Sixty-Six Thousand Five Hundred Seventy Dollars (\$ 66,570.00)** plus reimbursable expenses.

### Hourly Rates

Principal:	\$220/Hour
Associate/Sr Project Manager/Sr Architect/Planner:	\$200/Hour
Project Manager/Project Architect/Sr Interior Designer:	\$175/Hour
Architect/Project Coordinator/Jr Planner:	\$155/Hour
Team Coordinator:	\$140/Hour
Interior Designer:	\$120/Hour
CADD Operator/Intern:	\$120/Hour
Clerical:	\$ 90/Hour



October 15, 2021 (Revised October 18, 2021, Revised November 3, 2021)

Mr. Mark Loughry

County of Leavenworth

ACI/Boland Proposal No. 3-21113.02

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### **Reimbursable Expenses**

Reimbursable expenses will be billed at cost, plus a ten percent (10%) administrative fee. Reimbursable expenses include travel expenses, printing, plotting, reproduction costs, delivery services, and other necessary, customary charges.

### **Terms**

1. If you agree to this proposal, we will prepare the addendum to the original AIA Owner-Architect Agreement for your review and approval.
2. Time associated with providing services in addition to those outlined above will be billed at our standard hourly rates.
3. Significant changes in the scope of work or the project description will require an adjustment to the agreed upon fee.
4. We will invoice County of Leavenworth on monthly based upon the amount of work completed. Payment shall be paid not more than thirty (30) days after date of invoicing. Past due amounts shall accrue interest at the rate of one percent (1%) per month.

### **ADDITIONAL VALUE ADDED SERVICES FOR INTERIOR ARCHITECTURE AND DESIGN**

We would be pleased to provide the following services at an hourly rate or a mutually agreed upon fee:

1. Development of new interior design services beyond what was determined in the design development phase.
2. Furniture, signage, artwork, and accessory services, which include selection, specifications, installation documentation, bidding, and installation oversight.
3. Move coordination services.
4. Office equipment planning, specifications and procurement.
5. Applicable Jurisdiction's planning, zoning, or architectural review approval.
6. Code review by outside consultant.
7. Contract Documents revisions to accommodate value engineering items or redesign for product or material substitutions.
8. Finish Selections beyond what was determine in the Design Development Phase.
9. Conduct site visits during construction period beyond what was determine in the above Administration of Contract During Construction.
10. Perspective Renderings
11. Meeting times beyond those noted in the scope of services outlines above.

October 15, 2021 (Revised October 18, 2021, Revised November 3, 2021)  
Mr. Mark Loughry  
County of Leavenworth  
ACI/Boland Proposal No. 3-21113.02  
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12. Architectural Record Documents (Incorporation of Contractor's field notes into our contact documents).

We sincerely appreciate the opportunity to submit this proposal and look forward to working with your tenant. If you are in agreement with the above, please sign below and return one copy for our records.

Should you have any questions, please do not hesitate to call.

Sincerely,

ACI Boland Architects



Thomas Goedeke  
Project Manager

ACCEPTED:

County of Leavenworth

\_\_\_\_\_  
Authorization Signature

Date \_\_\_\_\_



**AGREEMENT FOR SERVICES**

**FROM:** Rick Maniktala  
BranchPattern  
1508 Grand Blvd  
Kansas City, MO 64108

**TO:** Samuel Beckman, AIA  
ACI Boland Architects  
1710 Wyandotte  
Kansas City, MO 64108

**PROJECT NAME:** Leavenworth County – Cushing Reno | KSU Research & Extension  
**PROJECT LOCATION:** 711 Marshall, Leavenworth, KS 66048

**SERVICES:** Mechanical, electrical, plumbing, and technology design services for KSU Research & Extension

**SCOPE OF WORK SUMMARY:** BranchPattern proposes mechanical, electrical, plumbing, and technology design services for this addition scope added to the existing Cushing Hospital Renovation for Leavenworth County - Council on Aging. This added scope consists of interior renovation of approximately 6,144 sf office space for the new tenant, K-State Research & Extension. The construction cost has not been established.

**FEE BILLING TYPE:** \$21,500 Lump-Sum

**FEE DETAIL:** (refer to following pages for “Scope of Work” and “Terms and Conditions”)

<u>Scope</u>	<u>Fee</u>	<u>Approval (Initial)</u>
1. Schematic Design	\$4,300	
2. Design Development	\$4,300	
3. Construction Documents	\$8,600	
4. Bidding & Construction Administration	\$4,300	
<b>TOTAL:</b>	<b>\$21,500</b>	

**PROPOSED BY:**  
BranchPattern  
By: \_\_\_\_\_ Date: 10/18/2021  
Title: President  
Print Name: **Rick Maniktala**

**CLIENT ACCEPTANCE:**  
ACI BOLAND  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Principal  
Print Name: **Samuel Beckman**

This is an AGREEMENT for Professional Engineering services to be furnished by BranchPattern, Inc. (hereinafter referred to as BranchPattern), to ACI Boland (hereinafter referred to as Contracting Party) in accordance with the mutually agreed conditions hereinafter. The term Owner in this agreement refers to the Contracting Party and/or their client.

## 1.0 Description of Systems

General	
1.1	<ul style="list-style-type: none"> <li>Drawings for Mechanical, Electrical, Plumbing and Technology building systems. Specifications for Council on Aging will be used. Supplemental specification as needed will be provided</li> </ul>
1.2	<ul style="list-style-type: none"> <li>No more than 3 design submittals are anticipated for each of the following phases: Schematic Design Drawings, Design Development Drawings, 100% Construction Documents (Drawings and Specifications)</li> </ul>
1.3	<ul style="list-style-type: none"> <li>Six virtual Coordination/Progress Meetings are anticipated during the design scope of work.</li> </ul>
1.4	<ul style="list-style-type: none"> <li>Three site visits are anticipated during the design and construction scope of work.</li> </ul>
Mechanical	
1.5	<ul style="list-style-type: none"> <li>Sizing and layout of HVAC equipment and ductwork per applicable codes. Existing Air Handling Units are expected to be re-used.</li> </ul>
1.6	<ul style="list-style-type: none"> <li>Temperature controls.</li> </ul>
1.7	<ul style="list-style-type: none"> <li>Approximate equipment sizes and capacities, in schedule format.</li> </ul>
1.8	<ul style="list-style-type: none"> <li>Equipment layouts.</li> </ul>
1.9	<ul style="list-style-type: none"> <li>Required space for equipment.</li> </ul>
1.10	<ul style="list-style-type: none"> <li>Required chases and clearances.</li> </ul>
1.11	<ul style="list-style-type: none"> <li>Ductwork and piping systems layout with sizes.</li> </ul>
1.12	<ul style="list-style-type: none"> <li>Catalogue cuts on all major equipment.</li> </ul>
Plumbing (within 5'-0" of the building perimeter)	
1.13	<ul style="list-style-type: none"> <li>Existing Domestic water service entry will be reused.</li> </ul>
1.14	<ul style="list-style-type: none"> <li>Fire Water Service Entry will be reused. Construction drawings showing modifications are to be provided by a design-build contractor and reviewed by architect/engineer for compliance with design intent.</li> </ul>
1.15	<ul style="list-style-type: none"> <li>Quarter-inch equal one-foot scale plans for piping within the restrooms.</li> </ul>
1.16	<ul style="list-style-type: none"> <li>Sanitary and venting piping riser diagrams.</li> </ul>
1.17	<ul style="list-style-type: none"> <li>Domestic hot/cold water system.</li> </ul>
1.18	<ul style="list-style-type: none"> <li>Plumbing Fixture Selection.</li> </ul>
1.19	<ul style="list-style-type: none"> <li>Approximate equipment sizes and capacities, in schedule format.</li> </ul>
1.20	<ul style="list-style-type: none"> <li>Equipment layouts.</li> </ul>
1.21	<ul style="list-style-type: none"> <li>Required space for equipment.</li> </ul>
1.22	<ul style="list-style-type: none"> <li>Required chases and clearances.</li> </ul>
1.23	<ul style="list-style-type: none"> <li>Piping systems layout with sizes.</li> </ul>
1.24	<ul style="list-style-type: none"> <li>Catalogue cuts on all major equipment.</li> </ul>
1.25	<ul style="list-style-type: none"> <li>Coordination of kitchen or other specialty equipment.</li> </ul>
Power	
1.26	<ul style="list-style-type: none"> <li>The electrical utility service is existing. The electrical scope includes adding panels and feeders required to support the finish areas of the program for design. The existing service size is assumed adequate.</li> </ul>
1.27	<ul style="list-style-type: none"> <li>One-line diagram.</li> </ul>
1.28	<ul style="list-style-type: none"> <li>Receptacle layout.</li> </ul>
1.29	<ul style="list-style-type: none"> <li>Circuit loads.</li> </ul>
Lighting	
1.30	<ul style="list-style-type: none"> <li>General Interior lighting.</li> </ul>
1.31	<ul style="list-style-type: none"> <li>General Exterior lighting (attached to the building).</li> </ul>
1.32	<ul style="list-style-type: none"> <li>General Lighting controls.</li> </ul>
1.33	<ul style="list-style-type: none"> <li>Catalogue cuts for BranchPattern Selected Light Fixtures.</li> </ul>
Low Voltage Infrastructure	
1.34	<ul style="list-style-type: none"> <li>Infrastructure for structured cabling, electronic security and fire alarm.</li> </ul>
1.35	<ul style="list-style-type: none"> <li>Communications equipment and detailed design by others.</li> </ul>
1.36	<ul style="list-style-type: none"> <li>Fire alarm system device layout. Final drawings to be provided by design-build contractor and reviewed by architect/engineer for compliance with design intent.</li> </ul>
Structured Cabling	

1.37	• Telephone and data raceway or cable tray system
1.38	• New communications and telephone room are not anticipated.
1.39	• Communication and Telephone equipment are by others
1.40	• Data wiring, telephone wiring
<b>Electronic Security</b>	
1.41	• Access Control layout as dictated by users.

## 2.0 Schematic Design Scope of Work

<b>General</b>	
2.1	• BranchPattern shall review alternative systems with the Contracting Party, attend project coordination meetings, prepare necessary analyses, drawings and other documents, be available for general consultation, and make recommendations regarding basic systems for This Part of the Project. When necessary, the BranchPattern will consult with public agencies and other organizations concerning utility services and requirements.
<b>Deliverables</b>	
	1) Schematic Design (Scope of Work): Preliminary drawings describing existing systems and modifications and new design concepts, systems, sizes for review and approval by the Contracting Party and Owner.
	2) Product Data: Cut Sheets of <b>selected</b> major equipment and fixtures for approval by Contracting Party and/or Owner.

## 3.0 Design Development Scope of Work

<b>General</b>	
3.1	• When authorized by the Contracting Party, BranchPattern shall prepare Design Development Documents from the Schematic Design Documents approved by the Owner and confirmed by the Contracting Party. The Design Development Documents shall consist of drawings and other documents to fix and describe This Part of the Project, including materials, equipment, component systems and types of construction or installation as may be appropriate, all of which are to be approved by the Owner and Contracting Party.
<b>Deliverables</b>	
3.2	1) Design Development Engineering Documents: <ul style="list-style-type: none"> <li>a) Initial Design Calculations: HVAC Loads, Power Distribution, Equipment Sizing, etc.</li> <li>b) Plans showing major pieces of equipment</li> <li>c) Equipment Room Sizing and Layout.</li> <li>d) One-Line Drawing Schematics.</li> <li>e) Product Data: Cut Sheets of major equipment and fixtures for approval by Contracting Party and/or Owner.</li> </ul>

## 4.0 100% Construction Documents Scope of Work

<b>General</b>	
4.1	• When authorized by the Contracting Party, BranchPattern shall prepare, from the Previous Phase Documents approved by the Owner and confirmed by the Contracting Party, Drawings and Specifications setting forth in detail the requirements for the construction of This Part of the Project, all of which are to be approved by the Owner and Contracting Party
<b>Deliverables</b>	
4.2	1) 100% CD Engineering Documents: <ul style="list-style-type: none"> <li>a) Specifications: Supplements as needed.</li> <li>b) Final Design Calculations: HVAC Loads, Power Distribution, Equipment Sizing, etc.</li> <li>c) Equipment Room Layouts.</li> <li>d) Legend and General Notes Drawing.</li> <li>e) Equipment Schedules.</li> <li>f) Chase, Shaft, and Louver Sizes.</li> <li>g) Typical Detail Sheet.</li> <li>h) One-Line Drawing Schematics. <ul style="list-style-type: none"> <li>i) Ductwork</li> <li>ii) Piping</li> </ul> </li> <li>i) Drawings showing locations for the following:</li> </ul>

	<ul style="list-style-type: none"> <li>i) Major Mechanical and Plumbing Equipment (Pumps, Fans, Motors, etc).</li> <li>ii) Electrical Outlets (Low voltage, Receptacles, and Switches).</li> <li>iii) Light Fixtures</li> <li>iv) Circuitry</li> <li>v) Fire Alarm Devices</li> <li>vi) Communications and Security Devices</li> <li>j) Product Data: Cut Sheets of major equipment and fixtures for approval by Contracting Party and/or Owner.</li> </ul>
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## 5.0 Construction Administration & Close Out Scope of Work

<b>Construction Administration</b>	
5.1	<ul style="list-style-type: none"> <li>• Review of submittals, equipment warranties, and manuals.</li> </ul>
5.2	<ul style="list-style-type: none"> <li>• Provide formal answers to contractor questions regarding our design and field conditions.</li> </ul>
5.3	<ul style="list-style-type: none"> <li>• One progress site visit.</li> </ul>
<b>Close Out</b>	
5.4	<ul style="list-style-type: none"> <li>• One final site visit for punch list and verification.</li> </ul>
5.5	<ul style="list-style-type: none"> <li>• Electronic record drawings will not be prepared at the conclusion of construction. The contractor will provide the owner with AS-BUILT mark-ups to be used as the record drawings.</li> </ul>

## 6.0 Scheduling/Coordination

<b>Coordination</b>			
6.1	The Contracting Party and BranchPattern are aware that many factors outside BranchPattern's control may affect the BranchPattern's ability to complete the services to be provided under this Agreement. BranchPattern will perform these services with reasonable diligence and expediency consistent with sound professional practices.		
6.2	Contracting Party shall provide the necessary scheduling and coordination of its own forces and of other project consultants or sub-consultants sufficient to operate the orderly and efficient completion of BranchPattern's work without delay, interference, or interruption. BranchPattern will use reasonable efforts to meet schedules agreed to in advance by BranchPattern. BranchPattern's work shall be performed during typical five-day, forty-hour weeks (holidays excepted), without any premium time. If extended hours are required due to circumstances beyond the control of BranchPattern, BranchPattern shall be compensated for additional overhead, premium time costs, and productivity loss.		
6.3	Contracting Party and/or their sub-consultants shall provide the following for BranchPattern's use to complete the scope of work: <ul style="list-style-type: none"> <li>1) Architectural base plans in DIGITAL (Autodesk REVIT) format.</li> <li>2) Final cut sheets or data for equipment and materials requiring mechanical, electrical, or plumbing services and/or connections [ten (10)] days prior to the implementation of the associated work. The provided data shall contain the necessary information in order to complete the design (for example: wattage, CFM, GPM, etc.) The contracting party understands that BranchPattern's performance schedule to complete the scope of work will be impacted if the above data is not provided in a timely manner.</li> <li>3) Facilitate coordination of work between BranchPattern and other consultants.</li> </ul>		
<b>Project Schedule (TBD)</b>			
6.4	<table border="1"> <tr> <td>Schematic Design</td> <td> <ul style="list-style-type: none"> <li>• Start Date: TBD</li> <li>• Duration: TBD</li> </ul> </td> </tr> </table>	Schematic Design	<ul style="list-style-type: none"> <li>• Start Date: TBD</li> <li>• Duration: TBD</li> </ul>
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## 7.0 Specific Exclusions

Additional Work	
7.1	<p>Any work requested by the Contracting Party not defined in the above Scopes of Work is deemed supplemental work to this agreement and shall be negotiated or invoiced in accordance with our standard hourly rates and reimbursable expenses, see above. This includes but is not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Design of extension of water, gas, sewer, storm, [electric], telephone, and/or cable utilities to within 5'-0" of the building.</li> <li>2. Acoustical Analysis, 3D Acoustical Modeling, Specialty Vibration Control, Structural and Ground-Borne Vibration Reduction, Environmental Noise Control, Noise Ordinance Compliance, Construction Noise Control, Electronic Variable Acoustic Systems,</li> <li>3. IT/Telecom, Structured Cabling Systems, Telecom Outside Plant, Voice/Data System electronics, Data Center design, Distributed Antenna System, Telecommunications Transition plan, Master Clocks/Bell Systems, Specialty Networks not on the building LAN,</li> <li>4. Building Security Systems, dedicated/staffed security monitoring center or room, Doors/Door Hardware, Sound Masking Systems, Paging, Life Safety systems, Emergency Communications,</li> <li>5. Technical Millwork construction details,</li> <li>6. Audiovisual (AV) Systems</li> <li>7. As-built drawings,</li> <li>8. Intelligent Building systems</li> <li>9. Lightning Protection System</li> <li>10. Cathodic Protection System</li> <li>11. Traffic Engineering</li> <li>12. Site lighting beyond building mounted lights</li> <li>13. Detailed life-cycle costs and/or energy use studies.</li> <li>14. LEED Tracking and Certification (can be included under separate agreement).</li> <li>15. Fundamental and Additional Commissioning (can be included under separate agreement).</li> <li>16. Full-time Construction Administration services.</li> <li>17. Special Studies (i.e. feasibility, etc.)</li> <li>18. Extraordinary site verification studies or surveys, resulting in measured drawings.</li> <li>19. Revisions to drawings, specifications or design documents when revisions are changes to previously approved design criteria.</li> <li>20. Providing professional services that arise as a result of defects in work by the contractor in the performance of the Construction Contract.</li> <li>21. Extension of BranchPattern's services beyond [Twelve (12) months of the date hereof] [the Completion Dates noted hereof] for Services covered by this Agreement that have not been completed, through no fault of BranchPattern for This Part of the Project.</li> <li>22. Design of security system layout or specifications for security devices.</li> <li>23. Audiovisual detailed design such as signal flow drawings.</li> <li>24. Design of low voltage systems not specifically included in the Description of Services.</li> <li>25. Cost estimates or formal opinions of probable costs.</li> </ol>
Stipulations	
7.2	<ul style="list-style-type: none"> <li>• Stipulated lump sum fees do not include reimbursable expenses. Expenses will be billed in addition to fees at direct cost times <b>1.10</b>. Reimbursable expenses include but are not limited to expenses associated with travel to site (airfare, meals, mileage, hotel, rental cars etc.), travel for out-of-town meetings, printing and postage.</li> </ul>

## 8.0 General Terms and Conditions

### 1. SCOPE OF SERVICES

- A. For the scope of work defined above related to the project defined on page 1 of this agreement (herein after referred to as "Project"), BranchPattern will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BranchPattern has relied upon the information provided by Contracting Party in the preparation of the Proposal, and shall rely on the information provided by or through Contracting Party during the execution of this Project as complete and accurate without independent verification.

### 2. PAYMENTS TO BRANCHPATTERN

- A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Invoices will be in BranchPattern's standard format and are payable upon receipt. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of invoice date and shall be calculated at 1.5 percent per month from invoice date. Contracting Party shall reimburse any costs incurred by BranchPattern in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BranchPattern's invoice is disputed, Contracting Party shall pay the undisputed portion by the due date. Contracting Party shall advise BranchPattern in writing of the basis for any disputed portion of any invoice.
- B. Taxes as may be imposed on professional consulting services by state or local authorities and shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

### 3. INSURANCE

- A. During the course of performance of its services, BranchPattern will maintain the following coverage:
  - i. Worker's Compensation: Employers Liability, whether required by statute or not, for a limit of not less than \$1,000,000 bodily injury by accident, each accident/\$1,000,000 bodily injury by disease, policy limit/\$1,000,000 bodily injury by disease, each employee.
  - ii. Commercial General Liability: (occurrence format) Property Damage limited to \$1,000,000. Personal & ADV Injury limited to \$1,000,000. General Aggregate limited to \$2,000,000.
  - iii. Automobile Liability: Per Accident limited to \$1,000,000
  - iv. Professional Liability: Each claim limited to \$2,000,000. Aggregate Annual limited to \$2,000,000.
- B. BranchPattern's aggregate liability for all damages connected with its services for the Project, not covered

by BranchPattern's insurance, shall not exceed the sum of fees for said services paid by Contracting Party to BranchPattern.

- C. If the Project involves on-site construction, construction contractors shall be required to provide (or Contracting Party may provide) Owner's Protective Liability Insurance naming Contracting Party as a Named Insured and BranchPattern as an Additional Insured or to endorse Contracting Party and BranchPattern using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insured on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BranchPattern in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Contracting Party and BranchPattern. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.
- D. Contracting Party and BranchPattern release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BranchPattern's services. A provision similar to this shall be incorporated into all construction contracts entered into by Contracting Party, and all construction contractors shall be required to provide waivers of subrogation in favor of Contracting Party and BranchPattern for damage covered by any construction contractor's property insurance.

### 4. INDEMNIFICATION

- A. To the extent allowed by law, Contracting Party will require all construction contractors to indemnify, defend, and hold harmless Contracting Party and BranchPattern from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.
- B. If this Project involves construction Contracting Party agrees to indemnify and hold harmless BranchPattern from any liability arising from this Project or Agreement, except to the extent caused by BranchPattern's negligence.

### 5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

- A. BranchPattern will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BranchPattern fails to meet the foregoing standard, BranchPattern will perform at its own cost, the professional services necessary to correct errors and omissions reported to BranchPattern in writing within one year from the completion of BranchPattern's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.



- B. In no event will BranchPattern be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Contracting Party, and/or governmental fines or penalties.
- C. Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by BranchPattern regarding existing conditions, and because some of these assumptions may not be verifiable without the Contracting Party's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Contracting Party agrees, to the fullest extent permitted by law, to indemnify and hold harmless BranchPattern, its officers, directors, employees and subconsultants (collectively, BranchPattern) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by BranchPattern.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Contracting Party or BranchPattern.
- E. Unless otherwise provided in this Agreement, the Contracting Party and BranchPattern shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
- F. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BranchPattern and remedies of Contracting Party, whether liability of BranchPattern is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

- A. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BranchPattern's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BranchPattern shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BranchPattern's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

- A. Any use, development, modification, or integration by BranchPattern of computer models or programs does not constitute ownership or license to Contracting Party to use or modify such models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

- A. Any electronic media or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Contracting Party information and convenience only. Such media or transmissions are not to be considered part of BranchPattern's instruments of service. BranchPattern, at its option, may remove all indicia of its ownership and involvement from each electronic display.
- B. BranchPattern shall not be liable for loss or damage directly or indirectly, arising out of Contracting Party's use of electronic media or data transmissions.

**9. DOCUMENTS**

- A. All documents prepared by BranchPattern pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Contracting Party or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Contracting Party or others without written verification, adaptation, and permission by BranchPattern for the specific purpose intended will be at Contracting Party's sole risk and without liability or legal exposure to BranchPattern.
- B. In the event that BranchPattern is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Contracting Party represents that Contracting Party either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Contracting Party warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Contracting Party (including prepared for Contracting Party by others), for which BranchPattern shall rely on to perform and complete its services.

**10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

- A. Estimates, schedules, forecasts, and projections prepared by BranchPattern relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BranchPattern's experience, qualifications, and judgment as a professional. Since BranchPattern has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BranchPattern does not guarantee that actual rates,

costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BranchPattern.

#### 11. TERMINATION

- A. Services may be terminated by Contracting Party or BranchPattern by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Contracting Party shall pay BranchPattern all amounts due BranchPattern for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BranchPattern in terminating the services. In addition, Contracting Party may terminate the services for Contracting Party's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.
- B. Project Suspension: If the Project is suspended by the Owner or the Contracting Party for more than 60 consecutive days, BranchPattern shall reserve the right to be compensated for services performed prior to notice of such suspension. When the Project is resumed, BranchPattern shall be compensated for expenses incurred in the interruption and resumption of BranchPattern's services. BranchPattern's fees for the remaining services and the time schedules shall be equitably adjusted.

#### 12. DISPUTES, NEGOTIATIONS, MEDIATION

- A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.
- B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association with its Construction Industry Mediation Procedures in effect on the date of the Agreement and shall be held in the City and County of BranchPattern's contracted office.
- C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation or mediation, shall be resolved by litigation in the state or federal courts located in the City and County of BranchPattern's contracted office and each party expressly consents to

jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in the City and County of BranchPattern's contracted office and each party expressly consents to jurisdiction therein.

- D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BranchPattern's services are substantially complete.

#### 13. STANDARD OF CARE

- A. In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Contracting party should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project. It is assumed the owner will carry a contingency budget for this project.

#### 14. ELECTRONIC FILES

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Contracting party agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Contracting party agrees not to reuse these electronic files, in whole or in part, for any purpose other than the Project. The Contracting party agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Contracting party further agrees that Consultant shall have no responsibility or liability to Contracting party or others for any changes made by anyone other than the Consultant or for any reuse of the electronic files without the prior written consent of the Consultant. The Contracting party and the Consultant agree that any electronic files furnished by either party shall conform to the specifications listed in Exhibit \_\_\_\_\_. Any changes to the electronic specifications by either the Contracting party or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Contracting party, these efforts shall be compensated for as Additional Services. In addition, the Contracting party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively,

Consultant) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising from any changes made by anyone other than the Consultant or from any use or reuse of the electronic files without prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Contracting party be deemed a sale by the consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Contracting party’s unauthorized use of the electronic files.

**15. WITNESS FEES**

A. BranchPattern’s employees shall not be retained as expert witnesses, except by separate written agreement.

**16. CONTROLLING LAW**

A. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of BranchPattern’s contracted office without regard to any conflicts of law provisions.

**17. RIGHTS AND BENEFITS – NO ASSIGNMENT**

A. BranchPattern’s services will be provided solely for the benefit of Contracting Party and not for the benefit of any other persons or entities. Neither Contracting Party nor BranchPattern shall assign or transfer interest in this Agreement without the written consent of the other.

B. Projects qualifying for tax deductions under IRS Article 179D that shall be apportioned to the “Principal Designer” of the qualifying system(s), BranchPattern shall be considered the “Principal Designer” of HVAC and Lighting systems if these systems were designed by BranchPattern. For fully qualifying projects, BranchPattern shall be allocated two-thirds (67%) of the tax deduction, and the remaining one-third (33%) shall be allocated to the architect of record. Third party costs to qualify for the deduction shall be apportioned in the same manner unless agreed to in writing otherwise.

C. Where applicable, the Contracting Party and BranchPattern agree to share professional credit for the Project. Contracting Party shall identify BranchPattern as the Engineer in all publications, advertisements, and marketing materials. BranchPattern shall identify Contracting Party in all publications, advertisements, and marketing materials

**18. ENTIRE CONTRACT**

A. These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BranchPattern and Contracting Party relative to BranchPattern’s services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BranchPattern’s services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Contracting Party issues to BranchPattern a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BranchPattern, shall be considered only as an internal document of Contracting Party to facilitate administrative requirements of Contracting Party’s operations.

**19. SEVERABILITY**

A. Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

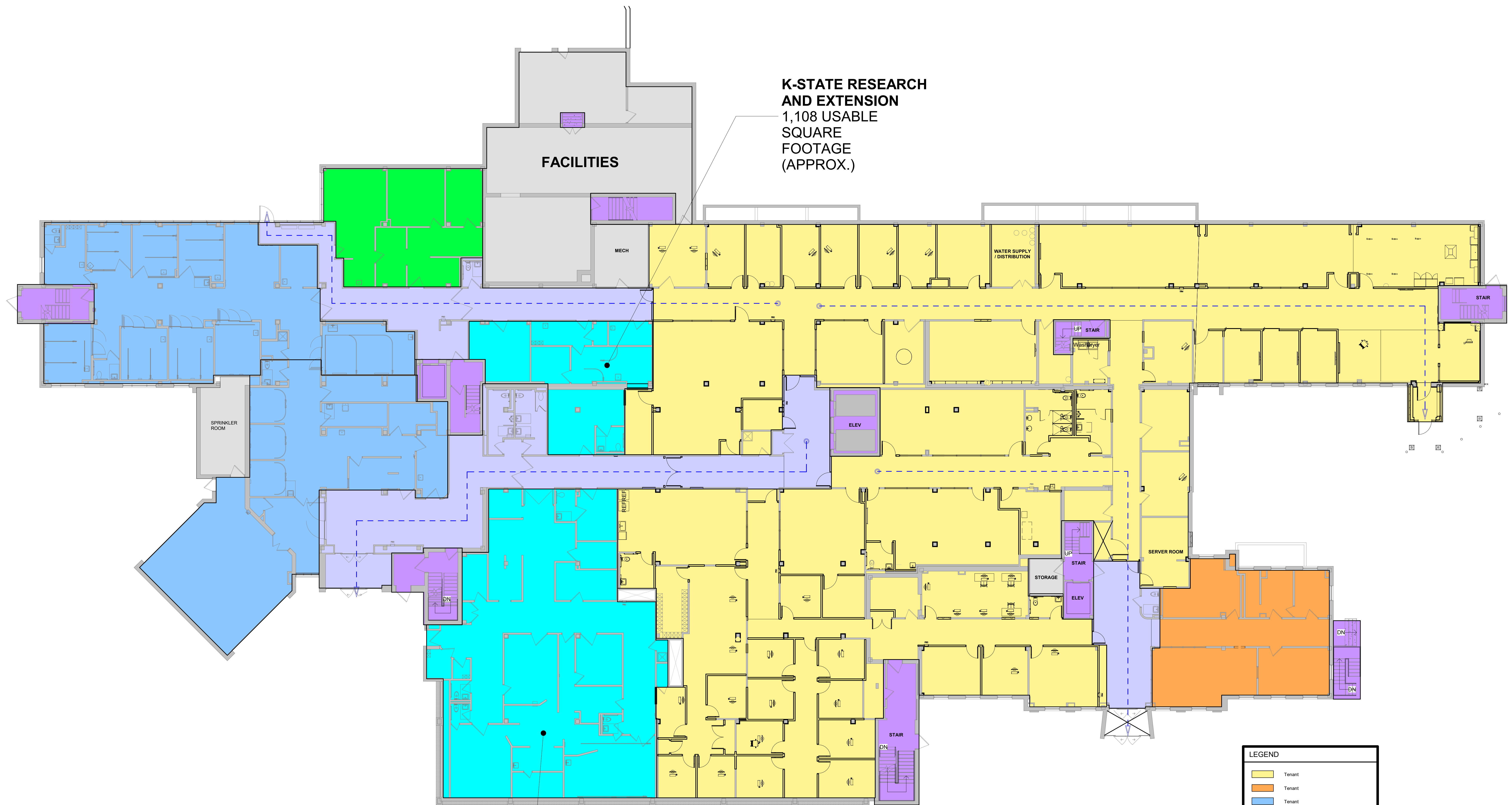
**20. HOURLY RATES**

A. BranchPattern proposes to provide technical services for supplemental work/services not defined in the Scope in accordance with the following billing rate schedule:

TECHNICAL SERVICES - LABOR CHARGES	HOURLY
BIM/CADD Tech. 1, or Administrative	\$85
BIM/CADD Tech. 2, or Project Coordinator 1	\$98
BIM/CADD Manager 1, or Project Coordinator 2	\$118
BIM/CADD Manager 2	\$133
BIM/CADD Manager 3	\$145
Designer	\$98
Engineer 1, Consultant 1, or Designer 2	\$118
Engineer 2, Consultant 2, or Designer 3	\$133
Engineer 3, Consultant 3, or Designer 4	\$145
Engineer 4, Consultant 4, or Designer 5	\$165
Engineer 5, Consultant 5, or Designer 6	\$181
Engineer 6, or Consultant 6	\$191
Engineer 7, or Consultant 7	\$208
Engineer 8, or Consultant 8	\$225
Engineer 9, or Consultant 9	\$250
Project Manager 1	\$165
Project Manager 2, or Project Executive 1	\$181
Project Manager 3, or Project Executive 2	\$191
Project Executive 3	\$225
Project Executive 4	\$250

*Rates effective as of 1/1/2018*

**K-STATE RESEARCH  
AND EXTENSION**  
1,108 USABLE  
SQUARE  
FOOTAGE  
(APPROX.)



**K-STATE RESEARCH  
AND EXTENSION**  
3,895 USABLE  
SQUARE  
FOOTAGE  
(APPROX.)

LEGEND	
<span style="display:inline-block; width:15px; height:10px; background-color:yellow; border:1px solid black;"></span>	Tenant
<span style="display:inline-block; width:15px; height:10px; background-color:orange; border:1px solid black;"></span>	Tenant
<span style="display:inline-block; width:15px; height:10px; background-color:blue; border:1px solid black;"></span>	Tenant
<span style="display:inline-block; width:15px; height:10px; background-color:cyan; border:1px solid black;"></span>	Tenant - K-State Research and Extension
<span style="display:inline-block; width:15px; height:10px; background-color:green; border:1px solid black;"></span>	Tenant
<span style="display:inline-block; width:15px; height:10px; background-color:purple; border:1px solid black;"></span>	Vertical Connections
<span style="display:inline-block; width:15px; height:10px; background-color:lightblue; border:1px solid black;"></span>	Public Corridor

OVERALL FIRST FLOOR PLAN  
3/32" = 1'-0"



**K-STATE RESEARCH AND EXTENSION**  
711 Marshall Street  
Leavenworth, KS 66048



1710 Wyandotte  
Kansas City, MO 64108  
T: 816.763.9600 F: 816.763.9757  
ACI/Boland, Inc.  
Kansas City | St. Louis  
Licensee's Certificate of Authority Number:



# Leavenworth County Request for Board Action

**Date:** November 4, 2021  
**To:** Board of County Commissioners  
**From:** Public Works  
**Department Head Approval:** B. Noll

## Additional Reviews as needed:

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

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**Action Requested:** Accept a bid for the HP-19 Bridge Replacement project.

**Recommendation:** Select and approve the low bid for the HP-19 Bridge Replacement Project construction.

## **Analysis:**

Consideration and acceptance of the construction bids for HP-19 Bridge Replacement on CR10 over Stranger Creek. Low Bid was submitted by Ebert Construction of Wamego, KS.

Bid Tab Attached.

Ebert Bid Price: \$1,589,686.35  
+ ~5% Contingency: \$80,000  
Total Amount Request: \$1,669,686.35

Engineer's Estimate: \$1,723,489.48

**Alternatives:** Table, Deny, Approve

## **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds – Sherman Township Fund (When Available) & 215 Special Highway Fun
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

## **Total Amount Requested:**

Contract Selection not to exceed \$1,669,686.35

## **Additional Attachments:**

HP-19 Bridge Construction Project contractor bid tab & summary.



COUNTY OF LEAVENWORTH  
HP-19 BRIDGE REPLACEMENT BID OPENING (10/29/2021)  
BID TABULATION - FINAL



Bid Received	Engineer's Estimate Prepared by Wilson & Co.	\$	1,723,489.48
1	Brian-Ohlmeier Construction Paola, Kansas (Miami Co.)	\$	2,025,729.36
2	Ebert Construction Wamego, KS (Pottawatomie Co.)	\$	1,589,686.35
3	King Construction Co. Hesston, KS (Harvey Co.)	\$	1,944,993.70
4	L.G. Barcus & Sons, Inc. Kansas City, KS	\$	2,367,304.14
5	Reece Construction Salina, KS	\$	2,078,535.91





# Leavenworth County Request for Board Action

**Date:** November 4, 2021  
**To:** Board of County Commissioners  
**From:** Public Works  
**Department Head Approval:** *B. Noll*

## Additional Reviews as needed:

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

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**Action Requested:** Accept the proposal and bid by Finney and Turnipseed for the bi-annual bridge inspection.

**Recommendation:** Approval

## **Analysis:**

RFP's were sent to 5 five firms and advertised on the county website. Three proposals were received. The low cost option has recently designed and inspected a bridge for Leavenworth County and the project has been successful thus far. I have worked with this firm through three biannual inspection cycles, all were accurate.

The request includes a contingency \$4,579 to cover unforeseen issues that may arise during the evaluation of our existing structures when compare to previous inspections.

**Alternatives:** Table, Deny, Approve

## **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:**

Contract Selection not to exceed \$48,000.

## **Additional Attachments:**

Project contractor bid tab



**COUNTY OF LEAVENWORTH**  
**Bridge Inspection and Asset Management Services**  
**Proposal Opening (10/29/2021)**



	Proposal Fee Received	<b>Budgeted Line Item:</b>	\$	
		Road & Bridge - Bridge Inspection	\$	90,000.00
1		Finney & Turnipseed	\$	43,421.00
2		BG Consultants	\$	87,120.00
3		GBA	\$	68,400.00