

We encourage everyone to view the meeting live via YouTube.

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

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
November 13, 2024  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of November 6, 2024
  - b) Approval of the schedule for the week November 18, 2024
  - c) Approval of the check register
  - d) Approve and sign the OCB's
  - e) Approve letter of support for 5310 grant for Riverside Resources

- f) Approve letter of support for 5310 & 5311 grant for The Guidance Center

VII. FORMAL BOARD ACTION:

- a) 2024 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 ACCEPT THE PROVISIONALS AS RECOMMENDED BY THE COUNTY CLERK.**
  - **CONSIDER A MOTION TO CERTIFY THE 2024 GENERAL ELECTION.**
  - **CONSIDER A MOTION TO AJOURN AS THE BOARD OF COUNTY CANVASSERS AND RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS.**
- b) Consider a motion to authorize Buildings and Grounds Director to sign tax credit documents for the Courthouse.
- c) Consider a motion to approve Board Order 2024-9, granting a disaster relief tax abatement for buildings on 17953 157<sup>th</sup> St. substantially destroyed by fire.
- d) Consider a motion to accept the proposal and authorize Public Works to enter into a 3-year contract with Olsson and Associates for on-call county engineering services with an option for a 2-year extension.
- e) Consider a motion to approve a change order for base stabilization for bridge project HP-29.
- f) Consider a motion to approve amendments as presented to the sick leave, sick leave buyback and shared leave policies effective January 1, 2025.

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

- a) Executive session to discuss legal matters

IX. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 11, 2024 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERANS DAY**

**Tuesday, November 12, 2024**

**Wednesday, November 13, 2024**

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

**Thursday, November 14, 2024**

12:00 p.m. LCDC meeting

**Friday, November 15, 2024**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

\*\*\*\*\*November 4, 2024 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, November 4, 2024. Commissioner Culbertson, Commissioner Kaaz, Commissioner Mike Smith, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; John Richmeier, Leavenworth Times

PUBLIC COMMENT:

Louis Klemp commented.

ADMINISTRATIVE BUSINESS:

Mark Loughry reported Riverside Resources is requesting a letter of support for a grant indicating it will be on the consent agenda next week.

Commissioner Stieben inquired if there is a policy regarding ambulance services that states individuals have to be taken to a certain hospital.

Mr. Loughry reported that there is no such policy or contract.

Commissioner Stieben clarified statements that were sent out in a mailer by a local representative regarding taxes.

Janet Klasinski announced the election audit will be held on Thursday at 9:00 a.m.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, November 4, 2024 as presented.***

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

***A motion was made by Commissioner Stieben and seconded by Commissioner Kaaz to adjourn.***

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

The Board adjourned at 9:20 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, November 18, 2024

## Tuesday, November 19, 2024

8:00 a.m. Workforce Partnership meeting

12:00 p.m. LCPA meeting

## Wednesday, November 20, 2024

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

## Thursday, November 21, 2024

## Friday, November 22, 2024

8:00 a.m. Northeast Kansas Officials Annual Meeting  
• Lyndon Community Building, 205 W. 10<sup>th</sup> St., Lyndon, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 11/01/2024 END DATE: 11/08/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	345051	111079 AP	11/08/2024	4-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
283	BUSETTI ROBERT	ROBERT BUSETTI	345052	111080 AP	11/08/2024	4-001-5-07-219	NOVEMBER DENTIST FOR INMATES	350.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	345055	111083 AP	11/08/2024	4-001-5-11-501	CO ATTY COURT COSTS - OCTOBER	5,657.00	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-001-5-05-215	ELEC SVC EMS 9103	468.44	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-001-5-07-223	ELEC SVC TO SIRENS	1,276.57	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-001-5-33-392	ELEC SVC 711 MARSHALL	7,897.90	
							*** VENDOR	8686 TOTAL	9,642.91
1011	FEDEX	FEDEX	345056	111084 AP	11/08/2024	4-001-5-19-302	2049-3883-4 TRANSPORTATION CHA	32.35	
754	HARRIS, JANA	JANA HARRIS	345059	111087 AP	11/08/2024	4-001-5-07-219	NOVEMBER MEDICAL SRVICE FOR IN	6,250.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	345062	111090 AP	11/08/2024	4-001-5-11-208	RSVP8/STATE OF KS-LEAV CTY ATT	26.00	
99	JUROR								

warrants by vendor

START DATE: 11/01/2024 END DATE: 11/08/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
99	JUROR									
							*** VENDOR	99 TOTAL		2,068.20
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345123	329	11/08/2024	4-001-5-05-215	512142220 2006970 09 GAS SVC		113.58	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345123	329	11/08/2024	4-001-5-05-215	510263944 1556921 09 GAS SVC		55.18	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345123	329	11/08/2024	4-001-5-14-220	510614745 1631910 36 GAS SVC		129.66	
							*** VENDOR	66366 TOTAL		298.42
4364	KLOTZ AGEN	THE KLOTZ AGENCY INC	345108	111136 AP	11/08/2024	4-001-5-11-203	NOTARY BOND AND FILING FEE K D		75.00	
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	345110	111138 AP	11/08/2024	4-001-5-03-237	TREASURER STATEMENT POSTAGE ES		12,871.58	
485	MASTER'S TOUCH	THE MASTER'S TOUCH LLC	345110	111138 AP	11/08/2024	4-001-5-03-237	COUNTY TREASURER POSTAGE ESTI		7,595.43	
							*** VENDOR	485 TOTAL		20,467.01
61	MIAMI CO DIST CT	DISTRICT COURT OF MIAMI COUNTY	345111	111139 AP	11/08/2024	4-001-5-19-222	ATTY FEE MI 2024-CT-016 (LDV)		60.00	
61	MIAMI CO DIST CT	DISTRICT COURT OF MIAMI COUNTY	345111	111139 AP	11/08/2024	4-001-5-19-222	ATTY FEE DK		60.00	
							*** VENDOR	61 TOTAL		120.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	345112	111140 AP	11/08/2024	4-001-5-11-303	OPL305_K COPIES		23.86	
663	MILLS TROPHIES	BEVERLY S MILLS	345113	111141 AP	11/08/2024	4-001-5-11-204	CO ATTY PLAQUE FOR M MCMULLEN		45.00	
224	PRIME HEALTHCARE	PRIME HEALTHCARE SERVICES	345114	111142 AP	11/08/2024	4-001-5-07-219	INMATE HOSPITAL BILL		495.69	
103	RESTITUTIO									

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
103	RESTITUTIO							*** VENDOR	103 TOTAL	1,271.24
6575	STERICYCLE	STERICYCLE, INC	345120	111148 AP	11/08/2024	4-001-5-07-359	1000809211	MEDICAL WASTE REMOV		202.36
4445	T MOBILE	T-MOBILE USA, INC	345121	111149 AP	11/08/2024	4-001-5-05-210		EMS WIRELESS		446.67
								TOTAL FUND 001		50,471.71
827	ROBINSON, JEFFREY	JEFFREY ROBINSON	345119	111147 AP	11/08/2024	4-106-5-00-250		OCTOBER STIPEND FOR JAIL LIAIS		647.96
								TOTAL FUND 106		647.96
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	345061	111089 AP	11/08/2024	4-127-5-00-3		UA TEST CUPS		1,278.00
								TOTAL FUND 127		1,278.00
28526	GUIDANCE C	THE GUIDANCE CENTER (TRAINING	345058	111086 AP	11/08/2024	4-135-5-00-201		OCTOBER JAIL LIAISON - JEFFERY		8,773.24
								TOTAL FUND 135		8,773.24
2621	CAFE	TERRY BOOKER	345053	111081 AP	11/08/2024	4-145-5-00-256		COA MEALS RESRVED 10/15-10/31		11,674.00
2621	CAFE	TERRY BOOKER	345053	111081 AP	11/08/2024	4-145-5-00-256		COA MEALS RESRVED 10/15-10/31		14,586.00
2621	CAFE	TERRY BOOKER	345053	111081 AP	11/08/2024	4-145-5-00-256		COA MEALS RESRVED 10/15-10/31		14,781.00
								*** VENDOR	2621 TOTAL	41,041.00
								TOTAL FUND 145		41,041.00
22605	HINCKLEY S	HINCKLEY SPRINGS	345060	111088 AP	11/08/2024	4-160-5-00-263	586990012811238	DRINKING WATER		138.89
								TOTAL FUND 160		138.89
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-174-5-00-210		ELEC SVC 3 TOWERS		512.66
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-174-5-00-210		ELEC SVC 3 TOWERS		385.32
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	345122	328	11/08/2024	4-174-5-00-210		ELEC SVC 3 TOWERS		298.67
								*** VENDOR	8686 TOTAL	1,196.65
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	345123	329	11/08/2024	4-174-5-00-210	510614745	2007004 82 GAS TRANS		64.89
								TOTAL FUND 174		1,261.54
64	LCAPC	LEAV CO CHILD ABUSE PREVENTION	345109	111137 AP	11/08/2024	4-176-5-00-212		OPIOID TRAINING FOR 5 VTC TEAM		50.00
								TOTAL FUND 176		50.00
451	AETNA	AETNA LIFE INSURANCE COMPANY	345050	111078 AP	11/08/2024	4-510-2-00-939	108798268	NOVEMBER HEALTH/VISI		411,757.95
451	AETNA	AETNA LIFE INSURANCE COMPANY	345050	111078 AP	11/08/2024	4-510-2-00-939	108798268	NOVEMBER HEALTH/VISI		7,673.44
451	AETNA	AETNA LIFE INSURANCE COMPANY	345050	111078 AP	11/08/2024	4-510-2-00-939	108798268	NOVEMBER HEALTH/VISI		5,968.55
451	AETNA	AETNA LIFE INSURANCE COMPANY	345050	111078 AP	11/08/2024	4-510-2-00-944	108798268	NOVEMBER HEALTH/VISI		2,647.25
451	AETNA	AETNA LIFE INSURANCE COMPANY	345050	111078 AP	11/08/2024	4-510-2-00-944	108798268	NOVEMBER HEALTH/VISI		192.67
								*** VENDOR	451 TOTAL	416,302.76
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345054	111082 AP	11/08/2024	4-510-2-00-942	GRP 51269	NOVEMBER DENTAL PREM		19,740.72
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345054	111082 AP	11/08/2024	4-510-2-00-942	GRP 51269	NOVEMBER DENTAL PREM		71.62
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	345054	111082 AP	11/08/2024	4-510-2-00-942	GRP 51269	NOVEMBER DENTAL PREM		2,076.20
								*** VENDOR	1504 TOTAL	21,745.30
758	GUARDIAN	THE GUARDIAN LIFE INSURANCE CO	345057	111085 AP	11/08/2024	4-510-2-00-961	00 054170	NOVEMBER SHORT TERM		8,856.91
1485	RELIANCE STANDARD	RELIANCE STANDARD	345115	111143 AP	11/08/2024	4-510-2-00-962	GL144512	NOVEMBER PREMIUMS GTL		1,657.64
1485	RELIANCE STANDARD	RELIANCE STANDARD	345115	111143 AP	11/08/2024	4-510-2-00-965	GL144512	NOVEMBER PREMIUMS GTL		3,596.28
								*** VENDOR	1485 TOTAL	5,253.92
								TOTAL FUND 510		452,158.89

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

TOTAL ALL CHECKS 555,821.23

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

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001	GENERAL	50,471.71
106	OPIOID SETTLEMENT	647.96
127	COMM CORR ADULT NON GRANT	1,278.00
135	COMM CORR OPIOID	8,773.24
145	COUNCIL ON AGING	41,041.00
160	SOLID WASTE MANAGEMENT	138.89
174	911	1,261.54
176	VETERANS TREATMENT COURT (16.753)	50.00
510	PAYROLL CLEARING	452,158.89
	TOTAL ALL FUNDS	555,821.23

# Consent Agenda 11-13-2024

## Checks 11/01- 11/08

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**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 13, 2024

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 Grant Request

This letter is written in support of Riverside Resources application for a 5310 KDOT grant for operating and capital funds. This will greatly enhance their ability to provide much needed service to the community such as doctor's visits, grocery shopping and attending work.

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

Sincerely,

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Jeff Culbertson, 1<sup>st</sup> District, Chairperson

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

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Mike Smith, 4<sup>th</sup> District

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

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



**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 13, 2024

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 2025-June 2026

This letter is written in support of The Guidance Center's application for a 5310 KDOT grant for operating and capital 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,

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Jeff Culbertson, 1<sup>st</sup> District, Chairperson

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

---

Mike Smith, 4<sup>th</sup> District

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

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



**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 13, 2024

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 5311 Funds for Operating Grant fiscal year  
July 2025-June 2026

This letter is written in support of The Guidance Center's application for a 5311 KDOT grant for operating funds. This grant would assist with the partnership with the city of Leavenworth and The Guidance Center for "RideLV" and will greatly enhance the Center's ability to provide much needed service to the community.

It is our hope that the 5311 grant funds will be awarded at the highest possible level and appreciate the opportunity for The Guidance Center to apply.

Sincerely,

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

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

\_\_\_\_\_  
Mike Smith, 4<sup>th</sup> District

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

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

# Leavenworth County Request for Board Action

**Date:** November 13, 2024

**To:** Board of County Commissioners

**From:** Aaron Yoakam

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Authorize Buildings and Grounds Director to sign Tax credit documents for the Court House.

**Recommendation:** Approve

**Analysis:** In the County agreement with Treanor, Inc. architectural services to design repair solutions for the Courthouse and see the work through to the end of construction. The scope of service includes repair strategies for the masonry and roofing, creating bid documents, assistance with the procurement process, construction observation, and preparation and submittal of parts 1-3 of the historic tax credit applications. The first of this type of application has been prepared, to expedite the process I am asking the BOCC for permission to sign tax Credit applications to submit as soon as possible.

**Alternatives:** Table, Deny, Approve or Approve with Modification of Authorized Signee

**Budgetary Impact:**

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

**Total Amount Requested:** N/A

**Additional Attachments:**

Proposed State Tax Credit Rehabilitation Certification Application

# STATE TAX CREDIT REHABILITATION CERTIFICATION APPLICATION COVER SHEET

(TO BE SUBMITTED WITH PART 2)

I certify that I have read the State Rehabilitation Tax Credit Instructions. I understand that my project scope of work must comply with the Secretary of the Interior's Standards of Rehabilitation and that the State Historic Preservation Office must approve all proposed work before physical work begins.

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**Signature of Owner**

**date**

James Bibens

Digitally signed by James Bibens  
DN: C=US,  
E=jbibens@treanorhl.com,  
O=TreanorHL, OU=Designer,  
CN=James Bibens  
Date: 2024.11.05 16:24:37-06'00'

11/05/2024

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**Signature of Project Contact**

**date**

Please submit this form to the Kansas State Historical Society with your Part 2 form.

Refer to the Application Instructions for an explanation of and help with these forms.



# Kansas Rehabilitation Tax Credit Application

## Description of Rehabilitation

### Part 2

STC Project Number: \_\_\_\_\_

Please read the instructions carefully before completing this application. Applications must be complete and submitted to KSHS for approval before certification can be awarded. Type or print clearly. If additional space is needed, use continuation sheets or attach blank sheets. Be sure to include photos or documentation as requested in the application instructions.

Property Name: Leavenworth County Courthouse

Street: 300 Walnut St

City: Leavenworth

County: Leavenworth

Zip Code: 66048

#### Building Information:

Date of Construction: o.1874, Rebuilt 1912

Primary Historic Materials: Brick, Limestone, Terra Cotta

Historic Use of Building: County Courthouse

New/Current Use of Building: County Courthouse

Proposed Start Date: November 2024

Proposed Completion Date: December 2024 (Phase 1 re-roofing only)

Estimated Project Total: \$1,395,840.00

Amount of Grant Funds, Insurance Money: \_\_\_\_\_

Floor area before/after Rehabilitation: ~41,000 / No Change

#### Project Contact:

Name: James Bibens

Street: 1811 Baltimore Ave

City: Kansas City

State: MO

Zip: 64108

Phone: 816-309-2250

Email: jbibens@treanor.design

#### Owner Information

Legal Property Owner(s): County of Leavenworth Kansas

Type of Ownership Entity (check one):

Individual

Corporation

LLC/LP\*

Bank

Insurance

Non-Profit

Government

School Dist.

University

Fiduciary

Other

Owner's Tax ID Number: n/a

SSN or FEIN (circle one)

Street Address: 300 Walnut St

City: Leavenworth

State: KS

Zip: 66048

Daytime Phone: 913-684-0468

Email: AYoakam@leavenworthcounty.gov

Signature of Owner: \_\_\_\_\_

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

\*All Pass-Through entities must fill out the Additional Owners form providing ownership information for each shareholder within the entity.

#### State Office Use Only:

The State Historic Preservation Office has reviewed the Part 2 Application for the above-named property and determines that the rehabilitation:

The rehabilitation described meets the Secretary of the Interior's Standards for Rehabilitation.

The rehabilitation described does not meet the Secretary of the Interior's Standards for Rehabilitation.

The rehabilitation will meet the Secretary of the Interior's Standards for Rehabilitation if the attached conditions are met.

Date:		SHPO/Deputy SHPO Signature:	
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## PART 2 – SCOPE OF WORK

Property Name:  
Leavenworth County Courthouse

In the sections provided, describe the proposed rehabilitation project. Be sure to include all work being done to the property and specific details about the work to be performed. Please attach additional sheets as necessary.

<b>NUMBER</b>  <b>1</b>	Architectural Feature:	Flat Roof Membrane	Principal Material of Feature:	Hybrid Asphalt Materials
	Approx. Date of Feature:	Unknown, Non-Original	Location of Feature:	Flat Roof Surfaces

**Describe existing feature and its current condition:**

Existing flat roofing is a modified bitumen (mod-bit) roofing system. It is found on the flat roofs of the building, as well as the roofs of two porches, found on the east and west ends of the building. No record apparently exists of when the roofing was installed, but it is not original to the building. It is believed that under the roofing membrane is the original reinforced concrete deck. The roofing wraps up the sides of the parapets at the rooftop perimeter. The roofing is in poor condition, and is cracked and weathered. No water permeation into the interior of the building has been reported. However, observation shows that the rainwater may simply be going directly into the brick and masonry walls and draining out openings in the masonry joints. The existing roof cannot be seen from ground level.

Photo no. 003, 004

Drawing no. A114/(E2, E3, E4, E5), A410/(A1, A2, A3, A4, B1)

**Describe proposed work on feature (include methods, materials, specifics):**

Existing roof membrane will be removed, stripping the surface down to the original concrete deck and original underlying parapet material (likely the original brick). It will then be replaced with a new mod-bit roof, or a new TPO roof. The new roof will not be visible from ground level. The new roof will feature additional slopes and crickets to improve water drainage.

<b>NUMBER</b>  <b>2</b>	Architectural Feature:	Parapet Flashing	Principal Material of Feature:	Sheet Metal
	Approx. Date of Feature:	Approx. 2007	Location of Feature:	Parapets at Roof

**Describe existing feature and its current condition:**

All parapets are protected with sheet metal flashing. The flashing is not original and is not historic. The flashing is installed in two parts; a large sheet that reaches nearly the entire height of the parapet, and a cap which covers the top of the parapet and reaches several inches down either side. The cap is visible from the ground level. The mod-bit roof membrane wraps up the parapet underneath the large sheet. Both the large sheets and the caps are both in good condition.

Photo no. 004, 007

Drawing no. A410/A1

**Describe proposed work on feature (include methods, materials, specifics):**

Much, if not all of this flashing will need to be removed to replace the roofing system. Because the flashing is in good condition, intent is to salvage all of it for re-installation, anticipating complete replacement in subsequent masonry phases of the exterior rehabilitation. Flashing that cannot be salvaged will be replaced in-kind.

**PART 2 – SCOPE OF WORK**

Property Name:  
Leavenworth County Courthouse

<b>NUMBER</b> <b>3</b>	Architectural Feature:	Copper Scuppers	Principal Material of Feature:	Copper
	Approx. Date of Feature:	Approx. 1912	Location of Feature:	Parapet near North Portico

Describe existing feature and its current condition:

The parapets directly to the east and west of the north portico feature openings to accommodate copper overflow scuppers. These overflow scuppers are likely original to the 1912 rebuilding. They are visible from the ground. They are deformed and do not form a seal against weather from the outward facing side; underlying brick is visible to the outside.

Photo no. 008, 009	Drawing no. A410/A2
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Describe proposed work on feature (include methods, materials, specifics):

The copper overflow scupper will be replaced with new scuppers. Preferably, they will be replaced in-kind with new copper scuppers, though using a synthetic material which matches in color to oxidized copper may also be explored at client request.

<b>NUMBER</b> <b>4</b>	Architectural Feature:	Roof Drains	Principal Material of Feature:	Metal
	Approx. Date of Feature:	Unknown	Location of Feature:	Near North Portico

Describe existing feature and its current condition:

Existing roof drains have dome covers that are composed of ferrous metal, and have badly rusted and broken over time. The drains flow into internal downspouts that run the height of the building inside walls.

Photo no. 008	Drawing no. A114/E4
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Describe proposed work on feature (include methods, materials, specifics):

Rusted dome covers will be replaced at both drains. Further inspection will reveal extent of damage to underlying drainage system.

**PART 2 – SCOPE OF WORK**

Property Name:  
Leavenworth County Courthouse

<b>NUMBER</b> <b>5</b>	Architectural Feature:	Fiberglass Skylight	Principal Material of Feature:	Translucent Fiberglass
	Approx. Date of Feature:	Approx. 2007	Location of Feature:	Center of Roof

Describe existing feature and its current condition:

Contemporary, barrel vaulted skylight, made of translucent fiberglass panels and framed with sheet metal components. Manufactured by "WASCO". It protects a historic stained glass dome below (also pictured). According to owner, the fiberglass skylight was not installed at the same time as the existing roof, and chronically leaks.

Photo no. 005, 006	Drawing no. A114/(E2, E3)
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Describe proposed work on feature (include methods, materials, specifics):

Existing fiberglass skylight will be removed at the same time as the roof membrane. It will be replaced by a new barrel vault skylight with similar translucent fiberglass material. Underlying historic stained glass dome will be protected and remain in place.

<b>NUMBER</b> <b>6</b>	Architectural Feature:	N/A	Principal Material of Feature:	N/A
	Approx. Date of Feature:	N/A	Location of Feature:	N/A

Describe existing feature and its current condition:

N/A

Photo no. N/A	Drawing no. N/A
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Describe proposed work on feature (include methods, materials, specifics):

N/A

# Leavenworth County Request for Board Action

Date: November 13 2024  
To: Board of County Commissioners  
From: Bob Weber, County Appraiser

Department Head Approval:     RJW    

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Approval of Board Order 2024-9, granting disaster relief tax abatement for buildings on 17953 157<sup>th</sup> St. Basehor substantially destroyed by fire.

**Recommendation:** County Appraiser recommends approval of a Board Order to abate assessed value for the 2024 tax year for the following property.

**Destroyed by fire 2024**

Tax ID	Abatement	
1-22561	\$29,512	Destroyed 05-19-2024

**Analysis:** K.S.A. 79-1613 allows the Board of County Commissioners to abate all or part of taxes for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire after January 1<sup>st</sup> but prior to August 15<sup>th</sup>. K.S.A. 79-1613 allows the Board of County Commissioners to grant a tax credit against property taxes payable during any or all of the next succeeding three taxable years for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire on or after August 1<sup>st</sup> but prior to January 1<sup>st</sup> of the next succeeding year, or if the property taxes have already been paid.

**Alternatives:**

**Budgetary Impact:**

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

**Total Amount Requested:**

**Additional Attachments:** Board Order, Leavenworth County Disaster Relief Determination orders, Disaster Relief Worksheet

## **BOARD ORDER 2024-9**

### **AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, MADE PURSUANT TO THE AUTHORITY GRANTED TO THEM UNDER K.S.A. 79-1613, MAKING CERTAIN FINDINGS REGARDING THE APPLICATIONS FOR THE ABATEMENT OR CREDIT OF PROPERTY TAXES ON CERTAIN HOMESTEADS OR BUILDING OR IMPROVEMENT DAMAGED BY EARTHQUAKE, FIRE, FLOOD, STORM, OR TORNADO**

**ON THIS 13th DAY OF November, 2024**, this board, sitting in regular session, considered the applications of the owners of certain homesteads or building or improvement located in the county of Leavenworth for the abatement or credit of property taxes on those homesteads or building or improvement due to the damage to the homesteads by earthquake, fire, flood, storm or tornado. The board, upon having considered the applications and made inquiry as to whether the properties listed in Exhibit "A", attached hereto and fully incorporated into this Order meet the requirements for the abatement or credit of property taxes as allowed by K.S.A. 79-1613, makes the following findings:

1. That the properties listed in Exhibit "A" meet the definition of "Homestead or Building or Improvement" as set forth in K.S.A. 79-1613(a)(2) and are owned by the applicants.
2. That the properties listed in Exhibit "A" were destroyed by earthquake, fire, flood, storm, or tornado in the tax year listed in Exhibit "A".
3. That the office of the Appraiser of the county of Leavenworth, Kansas, has inspected the properties listed in Exhibit "A" and made recommended findings to the board as to the extent of damage to the homesteads or buildings or improvements caused by said disaster and the appropriate corresponding abatement of property tax for each homestead or building or improvement so listed.
4. That the assessed valuation for each homestead or building or improvement listed in Exhibit "A" is accurate.
5. That the findings of the office of the Appraiser of the county of Leavenworth as set forth in Exhibit "A" are adopted by this board and fully incorporated into this Order and meet the requirements for the abatement of property taxes of those certain homesteads or buildings or improvements as provided for by K.S.A. 79-1613(d)
6. That the owners of the homesteads or buildings or improvements listed in Exhibit "A" are entitled under law to the abatement or credit of property taxes on said homesteads or buildings or improvements in the amount listed in Exhibit "A".

WHEREFORE, it is the Order of this board that the property taxes on those homesteads or buildings or improvements listed in Exhibit "A" be abated or credited in the amount shown in said exhibit and that the county clerk and county treasurer shall in each case of abatement or

credit correct their records in accordance with this Order and that the county clerk shall notify the governing body of any taxing district affected thereby.

**ORDERED THIS 13th DAY OF November, 2024.**

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**JEFF CULBERTSON, 1<sup>ST</sup> DISTR.**

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**VICKY KAAZ, 2<sup>ND</sup> DISTR.**

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**DOUG SMITH, 3<sup>RD</sup> DISTR**

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**MIKE SMITH 4<sup>TH</sup> DISTR.**

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**MIKE STEIBEN, 5<sup>TH</sup> DISTR.**

**ATTEST:** \_\_\_\_\_  
**JANET KLASINSKI, CLERK**

# EXHIBIT A

## Destroyed by Fire In 2023

<b>Qref</b>	<b>Tax ID</b>	<b>Owner</b>	<b>House Value</b>	<b>Res Out-building Value</b>	<b>AG Out-building Value</b>	<b>Abatement %</b>	<b>Abatement Amount House</b>	<b>Abatement Amount Outbuilding Res</b>	<b>Abatement Amount Outbuilding Ag</b>	<b>Total Abatement Amount</b>
R24487	1-22561	Berve, David J & Margaret A	\$413,910			62%	\$29,512	\$0	\$0	\$29,512

**Leavenworth County Commissioners Disaster  
Relief Determination for:**

Property address 17953 157<sup>th</sup> St Basehor, KS 66007

Date of Occurrence 05-19-2024

Parcel Number: 186-14-0-00-00-060.00-0

Quick Ref: R24487

Tax Id: 1-22561

Applicant (Property owner/taxpayer—nontransferable): Berve, David J & Margaret A

Mailing Address:

17953 157<sup>th</sup> St.  
Basehor, KS 66007

**Leavenworth County Commissioners' summary of inquiry and findings:**

*Check Yes or No for each question.*

Was the structure destroyed or substantially destroyed a homestead or building or improvement?  YES  NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?  YES  NO

Was the homestead or building or improvement destroyed or substantially destroyed?  YES  NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

***(If any above are "NO", no tax abatement can be granted.)***

**Based on the date of this event, check the appropriate tax treatment:**

**Abatement:** This event occurred after January 1 but prior to August 15.

**Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

**Documentation provided:**

Written estimate of repairs or rebuilding costs by a licensed contractor or insurance adjuster.

Photos, Property inspection

Other: \_\_\_\_\_



**IT IS THEREFORE ORDERED**, based on the above information, the Board of County Commissioners of Leavenworth County grant:

No abatement will be granted.

Abatement \$29,512 assessed value, for **tax year 2024**.

**IT IS FURTHER ORDERED** the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

**IT IS SO ORDERED**, this \_13th \_\_\_\_ day of \_November\_\_\_\_, 2024.

\_\_\_\_\_, County Commissioner  
Jeff Culbertson, Chairman

Appraiser	_____	_____
	Notes	Date
Clerk	_____	_____
	Notes	Date
Treasurer	_____	_____
	Notes	Date

# Leavenworth County Request for Board Action

**Date:** November 7<sup>th</sup>, 2024

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** WLN

**Additional Reviews as needed:**

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

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**Action Requested:** Accept the proposal and authorize Public Works to enter into a 3 year contract with an option for a two year extension with Olsson and Associates for on-call County Engineering services.

**Analysis:** Public Works met with six engineering firms regarding the request for proposals that was advertised for our on-call County Engineering services contract. Despite the interest, only one firm submitted a proposal. All of the other firms cited existing conflicts of interests as the reason for non-submittal. We are currently at the end of the 5-year agreement for services that began in 2019. Pricing for these services remained the same for the 2025 year as they are currently. Generally, we have seen cost of inflation increases for these services. Review costs are capped per project through the Planning and Zoning policy requiring the applicant to reimburse review costs above a defined threshold.

The selection committee met on November 6<sup>th</sup> recommended acceptance of this proposal.

**Alternatives:** Deny

**Budgetary Impact:** Dependent upon the number of applications and services required.

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

**Additional Attachments:** Olsson proposal for services



November 1, 2024

**Leavenworth County Clerk's Office**

**ATTN: Mr. Bill Noll, Public Works Director**

300 Walnut Street

Leavenworth, KS 66048

RE: Technical Proposal for On-call Engineering Services

**Dear Mr. Noll and Selection Committee Members:**

As Leavenworth County's current on-call engineering consultant, Olsson understands firsthand the important work the Public Works and Planning and Zoning departments do to serve your 81,000-plus residents. From improving public streets, roads, and bridges to securing rights of way and evaluating traffic safety, your mission to provide convenience, safety, and comfort is clear. At Olsson, we believe it's our duty to be active members of the cities and towns where we work, live, and serve. Having lived in Leavenworth County for nearly 15 years, I am deeply invested. Over the last five years, I have been serving as your point of contact for on-call engineering needs and am committed to continuing that relationship. Through these on-call projects, we have cultivated and strengthened our relationships with your staff. We understand your expectations and wish to continue working as an extension of your team.

I will continue serving as your primary point of contact for this on-call engineering contract. Paul Moore, PE, a seasoned Kansas civil engineer with 27 years of professional experience, will serve as my backup point of contact for this contract. As a resident of Leavenworth County supported by nearly 335 professionals within the Kansas City metropolitan area, and a bench of more than 2,000 firmwide, you can be assured my team has the resources and capacity to deliver your projects.

Our team is prepared to respond to the full range of services outlined in the Request for Proposals. We require only one subconsultant, SFS Architecture (SFS), to perform architectural and space planning services. Our history with SFS includes 35 projects over the last nine years, including the City of Basehor's police department facility and site design.

Every member of the Olsson/SFS team outlined in the Key Personnel section brings extensive experience, allowing us to provide core services that address any project through this contract. Our team provides the advantage of having multiple experts backed by a deep pool of resources and who have experience working together. This approach allows us to consistently serve you and our other clients, whether multiple task orders require a large team or a smaller team with niche expertise.

Olsson has indicated two exceptions to the County's terms in the agreement, which are noted on page 23, Attachment H - Sample Agreement. No addenda have been issued.

Our team is committed to an unrivaled level of service and communication — and to Leavenworth County. We look forward to continuing our relationships with you. This proposal is a firm offer to Leavenworth County for 120 days from this submission deadline. Should you have any questions, please contact me at 913.981.3896 or at [mpleak@olsson.com](mailto:mpleak@olsson.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Mitchell Pleak". The signature is fluid and cursive, written over a white background.

Mitchell Pleak, PE

Olsson Project Manager

## ATTACHMENT H

### PROFESSIONAL SERVICE AGREEMENT

**THIS AGREEMENT** made as of \_\_\_\_\_, 20\_\_\_\_, between the County of Leavenworth, Kansas (hereinafter called the "County"), and XXXXXXXX (hereinafter called the "Consultant").

**WHEREAS**, the County is in need of professional assistance from an engineering/consulting firm to act as County Engineer and provide on-call multidisciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County Planning and Zoning reviews and Leavenworth County Public Works. (hereinafter called the "Projects"); and

**WHEREAS**, the County has utilized the request for proposal (RFP) procedures for selection of a consultant found in Section 2.5 of the County Purchasing Policy in this consultant selection process; and

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the County desires the Consultant to perform, the professional services herein described; and

**WHEREAS**, the County has determined that, of those who responded to the County's solicitation, the Consultant is the best qualified to provide the professional services described herein.

**NOW, THEREFORE**, the County and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the County as set forth below.

#### **ARTICLE I**

##### Scope of Services

The Consultant shall provide for the County professional services listed in attached Exhibit A "Proposed Scope of Professional Services".

#### **ARTICLE II**

##### Compensation

The County shall pay the Consultant for services performed, as outlined in Article I, on an hourly rate. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum compensation listed in attached "Exhibit B: Estimate of Preliminary Engineering Fee" which includes total compensation limit and applicable hourly rate and reimbursable expense schedule. Such hourly rates include salary, benefits, overhead and profit due the Consultant.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the County's approval. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing,

reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the County a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The County shall pay the Consultant for all undisputed work performed by the Consultant within thirty days after receipt of such invoice. Should the County take exception to or dispute any portion of the certified invoice, the County shall communicate the details and nature of the dispute to the Consultant in writing within thirty days after receipt of the invoice.

### **ARTICLE III**

#### Time

The terms of this agreement shall remain in force until XXXXXX, 2027. The contract may be extended for up to two (2), on-year periods at the sole option of the County. The Consultant agrees to complete the services outlined in each proposed assignment within the times listed in the proposal for such assignment. In absence of written direction to the contrary, receipt of the work order shall be the Consultant's Notice to proceed for the assignment. The proposed assignment time shall include reasonable review time by the County and other governmental agencies.

Solely at the discretion of the County, an extension in time may be granted to the Consultant for delays recognized by the County as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in writing and submitted to the County for review.

### **ARTICLE IV**

#### County's Responsibilities

County shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the Projects, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps, which are furnished by the County.
3. Furnish design and County specific construction standards and details.
4. Review Consultant's draft submittals.
5. Sign and authorize permits required by all applicable regulatory agencies.
6. Attend design review meetings, prebid and preconstruction conferences, and construction meetings.

7. Procure easements necessary to complete the project.
8. Complete the additional responsibilities, if any, listed in Exhibit B "County's Additional Responsibilities".
9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

**ARTICLE V**  
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs this project.
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet project requirements and KDOT's and County's design standards.
3. Indemnify and hold harmless the County, its officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is and only to the extent caused by a negligent act, error or omission of the Consultant, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
4. Maintain throughout the duration of this contract insurance in the following amounts that will protect the Consultant and the County from claims set forth below which may arise of out of or result from the Consultant's execution of the Project by Consultant or by any subcontractors or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable. The County shall be identified as an "additional named insured" and Consultant will, upon request of the County, furnish copy of certificate of insurance thereof:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident
Property Damage	\$1,000,000 each occurrence

The Consultant shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide County with certification thereof upon request.

6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the County shall so direct, the Consultant shall remove from the project any engineer, architect, surveyor, technician, project manager, geologist, appraiser or other person employed by the Consultant in connection with the work.
7. Consultant will exercise reasonable skill, care, and diligence in the performance of Consultant's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from County, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Project.

## ARTICLE VI

### Miscellaneous

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.
3. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of

changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

5. **Assignment.** Neither the Consultant nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
9. **Independent Consultant Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Consultant.
10. **Anti-Discrimination Clause:** Consultant agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military



or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Consultant agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Consultant who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority to Contract.** By signing this contract, the representative of Consultant thereby represents that such person is duly authorized by Consultant to execute this contract on behalf of Consultant and that Consultant agrees to be bound by the provisions thereof.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Consultant for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any Consultant or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Consultant refuses or fails to perform any of the

provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Consultant in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the County may withhold from amounts due the Consultant such sums as the County deems to be necessary to protect the County against loss caused by the Consultant because of the default.

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, and both the County and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Consultant is adjudged bankrupt or insolvent;
- If the Consultant makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Consultant or any of his property;
- If the Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the Consultant repeatedly fails to supply sufficient services;
- If the Consultant disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The County shall pay the Consultant the following amounts:

All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Consultant for work not yet accepted by the County but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Consultant in connection with the work pursuant to this Agreement, shall be in the County.
20. **Availability of Records and Audit.** The Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Consultant agrees to make available at the offices of the County at all times during the period set

forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Consultant shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification.** Consultant shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Consultant's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

## ARTICLE VII

### Exhibits

The following Exhibits are attached to and made a part of this agreement:

1. Exhibit A. " Proposed Scope of Professional Services "
2. Exhibit B. "County's Additional Responsibilities"
3. Exhibit C. "Project Schedule"

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

**BOARD OF LEAVENWORTH  
COUNTY COMMISSIONERS**

**CONSULTANT**

**BY:** \_\_\_\_\_  
Jeff Culbertson, Chairman

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Janet Klasinski, County Clerk

Approved as to Form:

\_\_\_\_\_  
David VanParys, Sr. County Counselor

## **Exhibit A: Proposed Scope of Professional Services**

### **I. General**

Role: Consultant shall provide on-call multi-disciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County's road system, maintenance facilities, and Planning and Zoning Department. The Work under the Agreement will be established as needed on an individual Work Order basis.

The Consultant shall function with overall guidance from Leavenworth County but will manage and control the day-to-day Work Order activities and deliverables.

Services: Professional services to be provided by Consultant under the Agreement and individual Work Orders may include, but may not limited to, the following tasks and activities:

1. Engineering studies and reviews (e.g., infrastructure assessment)
2. Civil/site improvement designs and reviews (e.g., pavement rehab)
3. Environmental studies
4. Electrical design
5. Architectural/space planning
6. Structural design and analysis
7. Constructability/bidability reviews
8. Project Cost Estimating

### **II. List of potential Work Order Tasks**

Possible tasks that may be required of the Consultant in executing Work Order assignments include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of contractor submittals
- Evaluation of contractor's claims and dispute resolution assistance
- Defendant's expert witness in lawsuits against the County
- Other services to support the duties and function of the County's departments.

### **III. Detailed Scope of Services for Consultant**

As assigned by individual Work Orders, Consultant will conduct categories of services as described below:

#### **Engineering studies and reviews (e.g., infrastructure assessment)**

Conduct and/or review engineering studies and assessments related to the roadway network and developer proposed road facilities, parking facilities, subdivision drainage, and any other Leavenworth County Planning and Zoning review process.

#### **Civil/site improvement designs and Reviews**

Typical civil site work may involve designs associated with pavement rehabilitation on the roadway, haul route, parking lot, and county facilities. Work may also include design of charging system infrastructure for electric vehicles at any facility.

#### **Environmental studies**

May include preparation of environmental studies, analysis, findings, and documentation as necessary to meet the requirements of KDHE or the EPA for proposed projects.

#### **Architectural/space planning**

Architectural and space planning for any administrative office buildings may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency and ease of use.

#### **Structural design and analysis**

Structural analysis may be needed to determine structural integrity in the installation of auxiliary equipment on buildings or in reconfiguring building spaces.

#### **Constructability/Bidability Reviews**

In conjunction with design of equipment or facilities, constructability/bidability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding.

#### **Project Cost Estimating**

Project cost estimating will be required in conjunction with design of equipment or facilities. These services may also be needed for feasibility analyses.

### **IV. Contract Deliverables**

Specific contract deliverables will be set forth in each individual Work Order issued under this Agreement.

**Exhibit B: County's Additional Responsibilities**



## **Exhibit C: Project Schedule**

**Exhibit D. “Project Milestones”**

Not Used

**Exhibit E. Tax Clearance Certificate**

**Exhibit F. Certificate of Final Indirect Costs**

**Exhibit G. Policy Regarding Sexual Harassment**

**The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County. I certify that the information included on this form is complete and correct.**

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

# Leavenworth County Request for Board Action

**Date:** November 7<sup>th</sup>, 2024

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** WLN

**Additional Reviews as needed:**

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

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**Action Requested:** Approve the change order for base stabilization for project HP-29.

**Analysis:** This structure is located on Eisenhower Road. This is the final change order for the same change order type as was approved on the previous ARPA that was part of the Kaaz Construction contract. Benesch, as the design engineer, failed to incorporate the Geotechnical Engineer's report information in the bid tab and the necessary aggregate to achieve stabilization requirements was omitted. While this was an error, as it was omitted from the bid documents by Benesch, it is a requirement of the project that would have been the county's financial obligation if it had been properly included. Therefore, it is unlikely that we will be successful in recouping these costs as they should have been included in the original bid to construct the project.

The contingency allowance for the project has not been fully met for this three box culvert project. The total additional work. Depending on subgrade condition we may find that we only have needed to complete the work for Unit Price 1' on the attached cost sheet. This cost is well under the remaining contingency allowance on the project. However if Unit Price 2' is required to pass nuclear density testing, we will need approval for an additional \$8000 to be added to the project contingency to cover these costs.

Public Works does not want to wait until the results of the compaction efforts are complete to come before the board. If we were to do that the contractor may stop work and wait for this request to be considered and approved by the board.

**Alternatives:** Deny

**Budgetary Impact:** \$8,000

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

**Additional Attachments:** Change Order





November 7, 2024

Joe McAfee  
Public Works Director  
Leavenworth County

Via Email

RE: Leavenworth County Culvert Improvements (HP29, HP30, SH63)  
COR #03 Additional Foundation Stabilization – HP29

Mr. McAfee:

Based on the Engineer's recommendation provided on 11/7/24 to undercut the HP29 RCB subgrade, MegaKC offers the following pricing:

- **UNIT PRICE 1' Thickness: \$64.08/SY x 106.67 SY = \$6,835.42**
- **UNIT PRICE 2' Thickness: \$128.14/SY x 177.78 SY = \$22,780.73**
- **COR02 - \$29,616.15**

Additional documentation associated with this work is included for reference. Upon review, please let me know if this found to be acceptable and we will proceed with the work.

Sincerely,

Nick McCormick  
Project Manager

## Nick McCormick

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**From:** Deardeuff, Ethan <EDeardeuff@benesch.com>  
**Sent:** Thursday, November 7, 2024 10:22 AM  
**To:** Joe McAfee  
**Cc:** Norris, Heath; Henderson, Matthew; Nick McCormick; Bill Noll  
**Subject:** LVCO HP-29 Foundation Stabilization

**WARNING:** This email came from outside of our trusted email system. **DO NOT CLICK** links or attachments if you find the email suspicious.

Joe,

I have spoken with Heath regarding the HP-29 culvert foundation stabilization and he conveyed that MegaKC has been dewatering for 8 days and the site is a little better than HP-30, but is still in need of additional foundation stabilization. Our recommendation for the site is to use a depth of 2-ft of shot rock for 25-ft on both ends of the culvert and 1-ft of shot rock for 30-ft through the middle portion of the culvert as these depths will reach layers that are more stable and provide a solid base for the culvert based on the site conditions. If you are in agreement with what we have recommended, we can move forward and have MegaKC provide pricing for this change. Feel free to reach out to myself or Heath if you have any questions.

Thanks,

**Ethan Deardeuff, PE**

Project Engineer

[edeardeuff@benesch.com](mailto:edeardeuff@benesch.com)

direct: 913-535-5622 office: 913-888-4647

15700 College Blvd, #202, Lenexa, KS 66219



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# Leavenworth County Request for Board Action

**Date:** October 24, 2024  
**To:** Board of County Commissioners  
**From:** Mark Loughry

**Additional Reviews as needed:**

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

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**Action Requested:** Approve amendments as presented to the sick leave, sick leave buyback and shared leave policies to take effect January 1, 2025.

**Recommendation:** Approval.

**Analysis:** Commissioners, as discussed several times since August, I am proposing some modifications to the sick leave, shared leave and sick leave buyback policies. You hear me talk often about sustainability in our budgeting process. This year as we were trying to find a way to keep the cost of employee health care down, I mentioned some items that may have to change depending upon our continued trend in health care.

Unfortunately, the cost of health care and our usage trends continue on a path that will likely result in additional significant increases. With these trends I am concerned that our current benefits package has become unsustainable long term. With that I am recommending the attached changes to the mentioned policies. This doesn't completely eliminate the policies but does reduce the future financial impact to the county. While not ideal I do believe this is still a reasonable change and the benefit is still an attractive one. This also allows us to hold the line on our other benefits.

I will continue to monitor all benefits and attempt to enhance or maintain what we have for as long as financially sustainable.

**Alternatives:**

**Budgetary Impact:**

Reduce the overall impact on the budget

## Sick Leave

---

Each full-time employee shall earn and accrue sick leave at a rate of four (4) hours per pay period (13 days per year). Sick leave accrual will stop once an employee reaches 1,000 hours of accrued sick leave time. Employees with accruals in excess of this cap at the time this policy takes effect will be allowed to keep the excess amount but will stop accruing sick leave until they drop below the maximum 1,000 hours.

**Sick Leave Usage:** Sick leave with pay shall be granted to employees for the following reasons:

- Illness or disability of the employee.
  - Employee's personal appointments or those of the employee's **Family Member**, with a physician, dentist or other recognized health provider.
  - To assist a member of the employee's family who is ill as recognized by FMLA. **(Contact HR for assistance and determination)**
1. A doctor's certificate may be required as proof of illness at any time. This certificate may be requested by the Department Director, BOCC, or HR Director.
  2. Exempt employees report sick leave in four (4) hour increments.
  3. In the event an employee passes away while still employed with the County, or in the event an employee has accrued sick leave but becomes disabled to the point they cannot return to work the County will payout any remaining sick leave balance at the current pay rate with a final check.
  4. **FMLA:** The employee should refer to Leavenworth County's Family and Medical Leave Policy for additional direction as to sick leave when one's condition is a "serious health condition" or otherwise qualifies under the Family and Medical Leave Act.
  5. Sick leave for part-time employees or any employee whose regular work schedule is less than sixty (60) hours in a pay period shall earn and accrue two (2) hours of leave per pay period.
  6. No accumulation will be granted to employees with less than forty (40) hours paid in a pay period.
  7. EMS 24 hour Shift Employees shall earn and accrue sick leave at a rate of six (6) hours per pay period. (156 hours annually)
  8. The use of sick leave will not be allowed within two weeks of the employee's last day with the County.

## Sick Leave Buyback

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In June of each year employees with a minimum of 400 accrued sick leave hours will be allowed to sell back or convert to vacation up to 104 hours of sick leave at a 25% (4:1) rate. The conversion to vacation will only be allowed if it does not place the employee over the maximum leave accumulation allowed. The employee is not allowed to combine the programs.

EXAMPLE: Joe is a 9 year employee with 150 hours of vacation accrual and 400 hours of accrued sick leave the first of October. Joe could elect to sell up to 104 hours of sick leave back to the County at 25% of his current hourly rate. Alternatively, Joe could elect to exchange up to 104 hours of sick leave for up to 26 hours of vacation leave.

**Separation:** Any employee who leaves employment with the County in good standing, for other than retirement, with at least 100 hours of accrued sick leave will be allowed to sell back any unused balance of sick leave, **up to 1,000 hours**, based on the following chart.

	Accrued Sick Leave Hours	
	100 to 400	<b>401 to 1,000</b>
<b>Reimbursement Rate</b>	20%	25%

- **Example:**
    - Joe gives his two weeks notice and has 70 hours of accrued sick leave. Joe would not be able to sell back any leave.
    - Andrea gives two weeks notice with 300 hours of accrued sick leave. Andrea would be able to sell back 300 hours of sick leave at 20% of her current hourly rate.
    - **Steve gives two weeks notice with 1,400 hours of accrued sick leave. Steve would be able to sell back 1,000 hours at 25% of his hourly rate.**
- Any sick leave in excess of 1,000 hours is forfeit upon separation of service.**

**Retirees:** Employees retiring from the County would be eligible for any of the above options but would also be offered the ability to convert sick leave to retiree benefits if they have in excess of 400 hours accrued sick leave. On a one for one basis retirees may convert their unused sick leave, **up to 1,000 hours**, to a cash value based on current pay. That cash value would only be available for use to offset the cost of County provided retiree health benefits. If this option is chosen the employee cannot utilize any of the other buyback options. The value would be applied towards retiree health benefits on a monthly basis until funds were no longer available or the employee was no longer eligible for benefits. Once the employee is no longer eligible for retiree benefits any remaining balance is forfeit.

This option is also available for employees who retire but are still covered under their spouse whom is also a County employee. In this case the funds may be used to offset the full employee cost of health benefits to include the remaining employee.

Spouses of retirees, who also retired from the County, are eligible to utilize funds from either employee for retiree benefits. **However, the spouse is only eligible if:**

- They retired from the county, and
- They remained on their own plan and are still eligible OR elected to go on a family plan with their employee spouse, and
- They are a covered participant at time employee spouse retires

**What this does not allow is a spouse of a retiring employee to obtain coverage if the spouse never worked at the county and the retiring employee is no longer eligible for County benefits.**

- **Example:**
  - **Bill retires from the County and is Medicare eligible. Bill is not eligible for County health coverage and will move to Medicare. Bill's spouse did not retire from the County and is no longer eligible to stay on the County plan.**
  - **Charlotte retires from the County and is Medicare eligible. Charlotte's spouse is also a retiree from the County but is not yet Medicare eligible. Charlotte and her**

spouse were on a family health care plan at the time of Charlotte announced her retirement. Charlotte's spouse would be eligible to stay on the plan and utilize Charlotte's sick leave conversion to pay for continuing health care coverage.

## Shared Leave

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Leavenworth County has in place a Shared Leave Program to benefit eligible employees who have exhausted all sick and vacation leave.

Eligible employees who have exhausted all paid leave may apply for shared leave for an employee's own qualified health condition, or to care for a family member with a qualified health condition.

An employee receiving workers' compensation for the same injury/illness is not eligible for shared leave. Employees utilizing short term disability benefits may qualify for shared leave to offset reduced income.

Employees are allowed to use the shared leave program only one time.

There is no appeal process associated with shared leave. Shared leave is not considered an "entitlement".

### Procedure

1. Shared leave may be granted to an employee if all of the following conditions are met:
  - The illness, injury, impairment, or condition of the employee or the family member has caused, or is likely to cause the employee to take leave without pay or terminate employment.
  - The illness, injury, impairment, or condition of the employee or the family member keeps the employee from performing regular work duties.
2. When requesting shared leave, the employee shall be required to provide a statement from a licensed health care provider or other medical evidence necessary to adequately establish that the illness, injury, impairment, or physical or mental condition of the employee or family member keeps the employee from performing regular work duties. If the employee fails to provide the required evidence, the use of shared leave shall be denied.
3. At any time during the use of shared leave, the county may require the employee to provide a statement from a licensed health care provider or other medical evidence necessary to establish that the illness, injury, impairment, or physical or mental condition of the employee or family member is ongoing. If the employee fails to provide the required evidence, the use of shared leave may be terminated.
4. All shared leave requests must be submitted to the employees Department Director for consideration and forwarded to Human Resources for review.
5. Once it is determined an employee is eligible to receive shared leave, the following conditions must be met:
  - The shared leave recipient must have exhausted or expected to exhaust all paid leave available for use, including vacation leave, sick leave, compensatory time, holiday and the employee's discretionary days.

- The shared leave recipient will not accrue leave (sick, annual, personal, holiday) during any pay period that donated shared leave is utilized.
- Shared Leave may be used only for the duration of the illness, injury or impairment for which it was collected.
- The maximum number of hours of shared leave that may be received by an employee shall not exceed **280** hours, which will be reduced by the number of hours of sick leave the employee has used in the previous 6-month period.
- If an employee is granted shared leave the maximum amount of shared and sick leave used by the employee in any 12-month period may not exceed 480 hours.
- All shared leave must be used within a 12-week period from the start of the qualifying absence and may not be used for intermittent leave.
- If the employee utilizes the County Short Term Disability benefit they may use shared leave to supplement their income to keep their pay at 100% of normal. However, the leave usage timeline listed above is still in effect.
- If the employee becomes eligible for disability under KPERS/KP&F policy before the allotted 280 hours is used the employee will not receive the remaining hours.
- If eligible, the shared leave recipient must have applied and submitted an application for disability through KPERS/KP&F and the County Short Term Disability plan.
- The shared Leave recipient may not solicit any employee on his/her own behalf to donate hours. If it is determined that this has occurred, donations will not be authorized.

Employees donating leave must maintain at least 400 hours of sick leave after the donation. Any leave donated but not utilized will go back to the donating employees proportionately. If an employee has given their notice of intent to leave employment with the County they are not eligible to make donations.